

**REGULAR COUNCIL MEETING
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO
TO BE HELD ON TUESDAY, JUNE 18 2019
7:30 P.M.**

A. ROLL CALL OF MEMBERS

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF MINUTES OF PRECEDING MEETINGS:

1. CAUCUS PRIOR TO MEETING HELD ON JUNE 4, 2019.

4. REGULAR COUNCIL MEETING HELD ON JUNE 4, 2019.

D. REPORTS OF STANDING COMMITTEES:

Aviation & Environmental Committee - Chairman, Poindexter
Finance Committee - Chairman, Scott
Legislative Committee - Chairman, Mencini
Parks & Recreation Committee - Chairman, Salvatore
Planning Committee - Chairman, Burgio
Safety Committee - Chairman Stemm
Service Committee - Chairman, Orcutt
Board of Zoning Appeals - Chairman, Scott

E. REPORTS OF SPECIAL COMMITTEES:

Southwest General Health Center - Trustee, Salvatore
Berea Board of Education Committee - McDonnell, Poindexter

F. REPORTS OF BOARDS AND COMMISSIONS:

G. INTRODUCTION OF RESOLUTIONS OF COMMENDATION:

H. REPORTS AND COMMUNICATIONS FROM THE MAYOR:

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

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

1. 2020 TAX BUDGET

K. MISCELLANEOUS BUSINESS, APPOINTMENTS, CONFIRMATIONS:

L. REMARKS FROM THE AUDIENCE ON ANY SUBJECT MATTER:

M. INTRODUCTION OF ORDINANCES AND RESOLUTIONS: FIRST READING:

1. ORDINANCE NO. 11094-2019, APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; PROVIDING FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; PUBLISHING THE ENACTMENT OF SUCH NEW MATTER; REPEALING ORDINANCES AND RESOLUTION IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY. Introduced by Council President Vecchio.
2. ORDINANCE NO. 11095-2019, AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE SMITH ROAD RESURFACING PROJECT (PID 108950) AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

M. INTRODUCTION OF ORDINANCES AND RESOLUTIONS: FIRST READING: CONT.

3. ORDINANCE NO. 11096-2019, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GREATER CLEVELAND AUTO AUCTION, PUBLIC AUCTIONEERS, FOR THE PURPOSE OF DISPOSING OF OBSOLETE CITY VEHICLES AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

4. ORDINANCE NO. 11097-2019, AUTHORIZING THE MAYOR TO DISPOSE OF OBSOLETE CITY VEHICLES THAT ARE UNSAFE AND NO LONGER ROAD WORTHY AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

N. SECOND READING OF ORDINANCES AND RESOLUTIONS:

O. THIRD READING OF ORDINANCES AND RESOLUTIONS:

1. ORDINANCE NO. 10069-2017, AMENDING CERTAIN SECTIONS OF CHAPTER 153 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'EMPLOYEES GENERALLY' AND DECLARING AN EMERGENCY. Introduced by Mayor Coyne.

2. RESOLUTION NO. 30-2017, HONORING ASTRONAUT AND SENATOR JOHN GLENN AND DECLARING AN EMERGENCY. Introduced by Councilman Troyer and Council President Astorino.

P. ADJOURNMENT:

**SYNOPSIS OF RESOLUTIONS AND ORDINANCES
FOR THE COUNCIL MEETING OF JUNE 18, 2019**

FIRST READING:

Res. No. 22-2019

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO COMPANY WRENCH LOCATED AT 16400 BROOKPARK ROAD, AND DECLARING AN EMERGENCY.

SYNOPSIS: A resolution authorizing a conditional use permit to Company Wrench to operate a heavy equipment company in a U7-AE District.

Ord. No. 11094-2019 AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; PROVIDING FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; PUBLISHING THE ENACTMENT OF SUCH NEW MATTER; REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance approving the editing, arrangement and numbering of our codified ordinances and the publishing of same by American Legal Publishing.

Ord. No. 11095-2019 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE SMITH ROAD RESURFACING PROJECT (PID 1089950), AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance authorizing the mayor to enter into an agreement with Hill International, Inc., for professional construction management and related services in connection with the Smith Road Resurfacing Project.

Ord. No. 11096-2019 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GREATER CLEVELAND AUTO AUCTION, PUBLIC AUCTIONEERS, FOR THE PURPOSE OF DISPOSING OF OBSOLETE CITY VEHICLES AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance authorizing the Mayor to enter into an Agreement with Greater Cleveland Auto Auction for the purpose of disposing of obsolete city vehicles.

Ord. No. 11097-2019 AN ORDINANCE AUTHORIZING THE MAYOR TO DISPOSE OF OBSOLETE CITY VEHICLES THAT ARE UNSAFE AND NO LONGER ROAD WORTHY, AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance authorizing the Mayor to dispose of obsolete city vehicles that are unsafe and no longer road worthy by scrapping them with McMahan Scrapping.

THIRD READING:

Res. No. 30-2019

A RESOLUTION HONORING ASTRONAUT AND SENATOR, JOHN GLENN,
AND DECLARING AN EMERGENCY.

SYNOPSIS: A resolution honoring John Glenn for his many
years of service as a space explorer, NASA Astronaut, and
fire fighter pilot,

Ord. No. 10069-2019 AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 153 OF
THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'EMPLOYEES
GENERALLY,' AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance amending section 153.01(a)(3) of
our codified ordinances to reflect a change in vacation
time for full-time employees to be equal to that of the
union contract employees.

PREPARED BY THE BROOK PARK LEGAL DEPARTMENT

June 13, 2019

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit City of Brook Park

For the Fiscal Year Commencing January 1, 2020

Fiscal Officer Signature _____ Date _____

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002, during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

P/C _____
CA 6-11-18
1st R _____
2nd R _____
3rd R _____
B/C _____

VERBAL APPROVAL 6/18/19

'19 JUN 18 PM 12:37:05

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies. This will help to ensure that no levies are missed.

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

NOTE:

The general purpose of column 9 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback, and the personal property 10,000 exempt monies.

SCHEDULE 2

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all funds.

In column 3, total estimated receipts should include all revenues plus transfers in excluding property taxes and local government revenue. All taxing authority must submit a list of all tax transfers.

SCHEDULE 3

The general purpose of schedule 3 is to provide inside/charter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad valorem property tax to pay debt service on general obligation debt as it becomes due, unless that debt service is paid from other sources.

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I	II	III	IV	V	VI	VII
Fund BY Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Revenue	Other Sources Receipts	Total Resources Available for Expenditures	Total Estimated Expenditures & Encumbrances	Ending Estimated Unencumbered Balance
General Fund	5,041,084.00	2,372,844.00	20,120,170.00	27,534,098.00	23,170,000.00	4,364,098.00
City Income Tax Fund	800,100.00		20,100,000.00	20,900,100.00	20,900,000.00	100.00
Admissions Tax Fund	830,000.00		196,500.00	1,026,500.00	150,000.00	876,500.00
Hotel/Motel Tax Fund	819,000.00		152,500.00	971,500.00	110,000.00	861,500.00
Street Construction, Maint. & Repair Fund	650,000.00		1,217,000.00	1,867,000.00	1,260,000.00	607,000.00
State Highway Improvement Fund	775,000.00		110,000.00	885,000.00	100,000.00	785,000.00
Permissive Tax Fund	150,000.00		51,000.00	201,000.00	75,000.00	126,000.00
Economic Development Fund	800,000.00		905,000.00	1,105,000.00	350,000.00	755,000.00
Brookpark Road Corridor Fund	57,835.00			57,835.00	25,000.00	32,835.00
CDBG Fund	36,290.00			36,290.00		36,290.00
Special Recreation Fund	450,000.00		118,000.00	568,000.00	360,000.00	188,000.00
Concession Stand Funds	6,600.00		79,000.00	85,600.00	78,500.00	7,100.00
Furtherance of Justice Fund	0.00			0.00		0.00
Law Enforcement Fund	65,000.00		5,000.00	70,000.00	35,000.00	35,000.00
DWI Enforcement & Education Fund	24,000.00		1,000.00	25,000.00	5,000.00	20,000.00
Federal Forfeiture Fund	185,000.00		5,000.00	190,000.00	50,000.00	140,000.00
Community Diversion Program Fund	20,000.00		3,000.00	23,000.00	3,000.00	20,000.00
Continuing Training Program Fund	20,750.00		1,000.00	21,750.00	5,000.00	16,750.00

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
FEMA Fund	54,663.00			54,663.00	10,000.00	44,663.00
Insurance Fund	1,132,500.00		20,000.00	1,152,500.00	45,000.00	1,107,500.00
General Bond Retirement Fund	1,308,685.75		1,095,382.63	2,404,068.38	1,100,382.63	1,303,685.75
Capital Improvement Fund	393,242.04		2,825,000.00	3,218,242.04	3,199,045.04	19,197.00
Construction Funds	875,000.00		1,780,000.00	2,655,000.00	2,655,000.00	0.00
Medical Benefits Fund	3,060,000.00		2,200,000.00	5,260,000.00	2,400,000.00	2,860,000.00
Retiree Accrued Benefits Fund	20,000.00		150,000.00	170,000.00	145,000.00	25,000.00
Police Pension Fund	40,000.00	155,635.00	500,000.00	695,635.00	685,000.00	10,635.00
Fire Pension Fund	25,000.00	155,635.00	630,000.00	810,635.00	800,000.00	10,635.00
Southwest General Hospital Fund	0.00	147,173.00		147,173.00	147,173.00	0.00
Cash Bonds Held Fund	50,000.00		2,500.00	52,500.00	27,500.00	25,000.00
Building Standards Fund	3,500.00		2,750.00	6,250.00	3,250.00	3,000.00
Unclaimed Monies Fund	0.00		0.00	0.00	0.00	0.00
Payroll Account Funds	25,000.00		67,000.00	92,000.00	72,000.00	20,000.00
Special Assessment Bond Retirement Fund	27,000.00		58,400.00	85,400.00	57,250.00	28,150.00

**CITY OF BROOK PARK
2020 TRANSFERS**

FROM	AMOUNT	TO
100 General Fund	250,000.00	243 Economic Development Fund
	42,000.00	264 Water Park Fund
	226,226.33	310 General Bond Retirement Fund
	120,000.00	546 2020 Street Improvement Fund
	150,000.00	691 Retirees' Accrued Benefit Fund
	500,000.00	711 Police Pension Fund
	630,000.00	712 Fire Pension Fund
SubTotal	1,918,226.33	
210 City Income Tax Fund	16,897,200.00	100 General Fund
	2,802,800.00	401 Capital Improvement Fund
SubTotal	19,700,000.00	
215 Admissions Tax Fund	110,000.00	100 General Fund
220 Hotel, Motel Tax Fund	110,000.00	100 General Fund
401 Capital Improvement Fund	805,803.00	310 General Bond Retirement Fund
	1,250,000.00	546 2020 Street Improvement Fund
SubTotal	2,055,803.00	
Total All Transfers	23,894,029.33	

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SCHEDULE 5

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SCHEDULE 2

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Concession Stand Funds	6,600.00		79,000.00	85,600.00	78,500.00	7,100.00
Furtherance of Justice Fund	0.00			0.00		0.00
Law Enforcement Fund	65,000.00		5,000.00	70,000.00	35,000.00	35,000.00
DWI Enforcement & Education Fund	24,000.00		1,000.00	25,000.00	5,000.00	20,000.00
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Fire Pension Fund	25,000.00	155,635.00	630,000.00	810,635.00	800,000.00	10,635.00
Southwest General Hospital Fund	0.00	147,173.00		147,173.00	147,173.00	0.00
Cash Bonds Held Fund	50,000.00		2,500.00	52,500.00	27,500.00	25,000.00
Building Standards Fund	3,500.00		2,750.00	6,250.00	3,250.00	3,000.00
Unclaimed Monies Fund	0.00		0.00	0.00	0.00	0.00
Payroll Account Funds	25,000.00		67,000.00	92,000.00	72,000.00	20,000.00
Special Assessment Bond Retirement Fund	27,000.00		58,400.00	85,400.00	57,250.00	28,150.00

**CITY OF BROOK PARK
2020 TRANSFERS**

FROM	AMOUNT	TO
100 General Fund	250,000.00	243 Economic Development Fund
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HC 5-21-19 legislative
 CA 6-11-19
 1st R 6-18-19
 2nd R _____
 3rd R _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO. 11094-2019

INTRODUCED BY: COUNCIL PRESIDENT VECCHIO

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; PROVIDING FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; PUBLISHING THE ENACTMENT OF SUCH NEW MATTER; REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, American Legal Publishing has completed its annual updating and revision of the Codified Ordinances of the City; and

WHEREAS, various ordinances and a resolution of a general and permanent nature that have been passed by Council since the date of the last updating and revision of the Codified Ordinances (December 31, 2017) have been included in the Codified Ordinances of the City; and

WHEREAS, certain changes were made in the Codified Ordinances to bring City law into conformity with State law;

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

SECTION 1. The editing, arrangement and numbering or renumbering of the following ordinances or resolutions are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O.</u>	<u>Section</u>
11012-2018	1-23-18	1803.02,	1803.16, 1803.22,
		1803.25,	1803.45, 1805.01,
		1807.01,	1809.01, 1810.01
Res.			
7-2018	2-20-18	1108.01	
11016-2018	3-6-18	715.03,	715.06
11022-2018	5-15-18	331.45	
11025-2018	6-19-18	1122.01 -	1122.06
11036-2018	7-26-18	1358.01 -	1358.21
11038-2018	9-18-18	101.08	
11045-2018	10-16-18	533.25	
11057-2018	12-18-18	153.241	

SECTION 2. The following sections are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

301.515, 303.06, 303.99, 313.01, 313.09, 331.01, 331.02, 331.03, 331.04, 331.05, 331.06, 331.07, 331.08, 331.09, 331.10, 331.12, 331.13, 331.14, 331.15, 331.16, 331.17, 331.18, 331.19, 331.215, 331.22, 331.23, 331.24, 331.26, 331.27, 331.28, 331.29, 331.30, 331.31, 331.33, 331.37, 331.40, 331.46, 333.03, 333.035, 333.04, 333.05, 337.16, 371.01, 371.02, 371.07, 377.08, 513.01, 513.02, 513.025, 513.03, 513.05, 513.08, 513.13, 545.08, 545.10, 549.04, 549.15

SECTION 3. All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section 2 of this ordinance are hereby repealed as of the effective date of this ordinance, except as follows:

- (a) The enactment of the 2019 Replacement Pages for the Codified Ordinances shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and codification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to December 31, 2018.

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 actions were in meetings open to the public, in compliance with all legal requirements, including Ohio R.C. 121.22.

SECTION 5. Pursuant to Ohio R.C. 731.23 and 731.25 and Section 123.01 of the Codified Ordinances, the Clerk of Council shall post a notice of the enactment of this ordinance, containing the title of this ordinance, together with a summary of the new matter contained in the 2019 Replacement Pages hereby approved, adopted and enacted, a copy of which Summary is attached hereto as Exhibit A, for a period of not less than

fifteen days in the six public places provided in Section 123.01.

SECTION 6. This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to have an up-to-date codification of the laws of the City, one which is consistent with current State law, where and as required by Article XVIII, Section 3, of the Ohio Constitution, with which to administer the affairs of the City, ensure law and order and avoid practical and legal entanglements; 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: _____

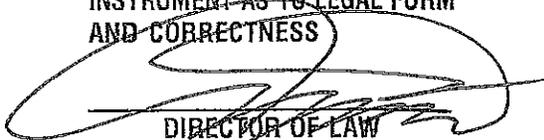
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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



DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

PIC 6-11-19 SERVICE
CA 6-11-19
1st R 6-18-19
2nd R _____
3rd R _____
E/C _____

ORDINANCE NO. 11095-2019

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO
AGREEMENTS FOR PROFESSIONAL CONSTRUCTION
MANAGEMENT SERVICES IN CONNECTION WITH THE
SMITH ROAD RESURFACING PROJECT (PID 108950)
AND DECLARING AN EMERGENCY

WHEREAS, by and through Resolution No. 4-2019, passed March 19, 2019, the Mayor advertised a Request for Qualifications and Proposals for Construction Management Services, including Construction Contract Administration, Inspection Services and Materials Testing for the construction of the Smith Road Resurfacing Project (PID 108950) in the City of Brook Park; and

WHEREAS, the City has entered into a LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) to fund a portion of the Project; and

WHEREAS, the City has entered into an Agreement of Cooperation with the County of Cuyahoga to fund a portion of the Project, and

WHEREAS, in accordance with ODOT Specifications for Administration of Contracts for Professional Services and Ohio Revised Code Section 9.332, a selection committee has evaluated the submitted Qualifications received for Construction Management Services, and has ranked no fewer than three firms which it considers to be most qualified to provide the required Professional Construction Management Services; and

WHEREAS, the City has negotiated a contract with Hill International, Inc., the firm ranked most qualified to perform the required services in accordance with law and subject to approval by Council; and

WHEREAS, the City is desirous of proceeding to award and enter into a contract for such services.

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

SECTION 1: That this Council hereby finds and determines that the proposal submitted by Hill International, Inc. for professional construction management and related services in connection with the Smith Road Resurfacing Project (PID 108950), to resurface Smith Road from Snow Road to Elm Avenue, is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State of Ohio, as well as those requirements set forth in the City's request for Qualifications and Proposals; that said firm is the most qualified firm to perform the construction management services in connection with the Project; that after negotiations, the compensation being requested is deemed to be fair and reasonable; and that the criteria set forth in Ohio Revised Code Sections 9.331 through 9.333 for the selection of professional construction management services and negotiation of a contract have been met. All other Qualifications and Proposals for this contract are hereby rejected; and any informalities or minor defects in the process are hereby waived.

SECTION 2: That, therefore, the Mayor be and is hereby authorized and directed to enter into a contract with Hill International, Inc. to provide construction management and related services in connection with the Smith Road Resurfacing Project, in accordance with the terms and conditions set forth in the firm's proposal on file with Euthenics, Inc. Consulting City Engineer and the contract attached hereto as Exhibit A and incorporated herein by reference, which in all respects is hereby approved, and in an amount not to exceed \$139,459.22.

SECTION 3: That, therefore, the Mayor be and is hereby authorized and directed to enter into a contract with Euthenics, Inc. to coordinate the process and provide support services in accordance with the terms and conditions set forth in the letter attached hereto as Exhibit B and incorporated herein by reference, which in all respects is hereby approved, and in an amount not to exceed \$20,250.00.

SECTION 4: The money needed to complete the aforesaid transaction shall be paid from the 2018-2019 Street Improvement Fund No. 545, theretofore, appropriated or to be appropriated for said purpose.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 6: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, and for the further reason that City Council deems it necessary to proceed with the construction of the Smith Road Resurfacing Project 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 from and after 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



Dist DIRECTOR OF LAW



Hill International

Hill International, Inc.
9100 South Hills Blvd, Suite 230
Broadview Heights, OH 44147
Tel: 440-550-4500
Fax: 440-526-6680
www.hillintl.com

May 28, 2019

City of Brook Park
6161 Engle Road
Brook Park, OH 44142

Attention: Randy Garner
Service Director

Subject: CUY-Smith Road PID No. 108950
Formal Scope of Services/with Revised Price Proposal

Letter No. 002

Dear Mr. Garner,

Attached are the Scope of Services from the RFP along with a revised Price Proposal showing the breakdown for our team's services. The total cost for Hill's CA/CI services on this project are estimated to be \$139,459.22. Please feel free to contact Matt Pawlak on his cell at 216-645-6308 or by email at matthewpawlak@hillintl.com with any questions.

Sincerely,
HILL INTERNATIONAL, INC.

Todd Cooper, PE, LEED AP, CCM
Senior Vice President

EXHIBIT A

CONSTRUCTION ADMINISTRATION, INSPECTION, AND MATERIALS MANAGEMENT
SCOPE OF SERVICES
Project Specific Services

Project Name	CUY -- Smith Road (C.R. 64) Resurfacing
PID	108950
Project Description	This project generally includes resurfacing approximately a 0.77 mile section of Smith Road between Snow Road and Elm Avenue in the City of Brook Park. Work includes repair and asphalt resurfacing type construction. Project elements include milling if the existing asphalt, new asphalt overlays, utility casting adjustments, partial depth repairs, full depth repairs, curbs repairs, concrete sidewalk repairs, construction of ADA compliant curb ramps and pavement markings.
Work Description	The consultant shall provide an experienced licensed professional engineer as Construction Project Engineer (CPE) to perform construction management and oversee Inspection Services. The CPE shall serve as the City's liaison with the Contractor working through the Contractor's superintendent and assist him/her in understanding the detailed scope of intent of the contract documents.
Scope of Services Meeting Date	TBD

I. GENERAL REQUIREMENTS

Provide services in accordance with ODOT's Construction Administration Manual of Procedures, 2017 or latest revision.

II. SCOPE OF WORK

Provide a project team including personnel that meet the following prequalification categories:

ODOT Prequalification Category	Approximate Number Required	Notes
Project Inspector	1	Full Time -- As Needed
Structures Inspector		
Coatings Inspector		
Traffic & Electrical Inspector	1	Part Time -- As Needed
Soils & Aggregate Inspector		
Construction Engineer Level 1		
Construction Engineer Level 2	1	Part Time -- As Needed
Non-Prequalified Personnel	Approximate Number Required	Notes

Documentation Clerk	1	Part Time – As Needed
Other		

The services may include:

A. Construction Contract Administration Duties

The performance of engineering and supervisory duties, administration, inspection and materials management required in the administration of a Federal Aid construction contract, as defined in the Ohio Department of Transportation (ODOT) Construction Inspection Manual of Procedures, and in accordance with the Construction and Materials Specifications (CMS), and construction contract specific requirements.

The table below includes the specific services required for this agreement.

PRIMARY TASK	ODOT Oversight	Responsibility		NOTES
		LPA	CONSULTANT	
POST AWARD				
Preconstruction Conference	X	X	X	Consultant to prepare agenda record minutes
ACTIVE PROJECT ADMINISTRATION				
Daily Field Engineering and Inspection	X		X	
MATERIALS MANAGEMENT, TESTING AND CERTIFICATION				
Asphalt, Concrete & Aggregate Producer/Supplier Monitoring	X		X	
Asphalt, Concrete & Aggregate Field Testing			X	
Field Inspection of Materials from ODOT Certified Sources			X	
Monitoring and Documentation of Materials Management Process	X		X	
PROJECT DOCUMENTATION				
Daily Diaries			X	
Documentation of Quantities, Completed & Accepted			X	
Monitoring of Project Documentation	X		X	

Progress Meetings	X	X	X	Consultant to record minutes at weekly field/monthly progress meetings
Schedule Tracking and Updates	X		X	
PAYMENT & REIMBURSEMENTS				
Contractor Payment		X	X	City to sign documents & process payments
Summary of Progressive Payment		X		
Invoice and Reimbursement Preparation		X		
Review and Approval of Reimbursement Request	X	X	X	Consultant to prepare documents
CONTRACT CHANGES				
Negotiation and Preparation of Change Orders		X	X	Consultant to assist city with reviewing/processing change orders
Concurrence on significant Change Orders for Reimbursement	X	X	X	City authorization required
CLAIMS MANAGEMENT				
Claims Negotiation and Approval of Resolution		X	X	City authorization required
Approval of Funding for Resolution	X	X		
Monitoring and Documentation of Claims Management Process	X	X	X	
PREVAILING WAGE COMPLIANCE				
Wage Interviews, Payroll Reviews			X	
Resolution of Underpaid Wages			X	
Monitoring and Documentation of Prevailing Wage Compliance Process	X		X	Consultant to coordinate with the City
EEO AND DBE CONTRACT COMPLIANCE				
EEO/DBE Contract Requirements			X	
Bulletin Board Monitoring			X	
Review and Approval of Contractor DBE Waivers	X		X	

Commercially Useful Function Reviews		X	X	Consultant to be point of reference for City CUF Monitoring
Monitoring and Documentation of LPA's EEO and DBE Compliance Process	X	X	X	Consultant to be point of reference for City
PROJECT FINALIZATION				
Final Inspection and Acceptance	X	X	X	Consultant to conduct final inspection with city and maintain punch list
Resolution of Punch List Items		X	X	Consultant to verify completion & coordinate with city project manager
Agreement of Final Quantities, Payment		X	X	City approval required
Final Payment to Contractor, Release of Responsibility		X	X	City to sign documents & process payment
Preparation of Project Closeout Documents		X	X	Consultant to prepare for city approval
Review and Approval of Finalization Documents	X	X		
Completion of LPA Contract Administration Evaluation	X	X		

B. Inspection/Testing Equipment as listed below:

Inspection/Testing Equipment	Approximate Number Required	Notes
Nuclear Density Gauge and related tools.	1	As needed
Concrete Control Kit to perform tests ASTM C-231, ASTM C-173, ASTM C-138 and ASTM C-143.	1	As needed
Paint Inspection Kit in accordance with CMS 514.05.		
The type and number of vehicles, either cars or trucks, for use on-site.	1	As needed

C. If included above or requested in writing, provide a documentation clerk as follows:

1. Job Duties

Performs specialized clerical tasks (e.g. searches records, gathers & organizes data, information & summarizes in preliminary reports; checks accuracy, clarifies discrepancies & certifies final data, possesses Microsoft Word and spreadsheet skills to produce basic reports and basic data entry). Performs general clerical tasks (e.g. maintains files; sorts and routes mail; answers phones, greets visitors; orders & stocks supplies; maintains calendar; makes copies; prepares materials for mailing; schedules meetings). Prepares and maintains construction project records and reports by entering information into SiteManager (e.g.

prepares daily construction diaries by compiling information from the inspectors reports, prepares monthly project status reports, compiles data from records for accurate submission of contract information. Performs other miscellaneous duties as assigned by the Project Engineer.

2. Qualifications

- a. High school diploma or GED.
- b. Formal education in arithmetic that includes addition, subtraction, multiplication, division, fractions, percentages & decimals, reading, writing and speaking common English vocabulary.
- c. Two (2) years training and/or experience in office practices and procedures, including use of Microsoft Word and spreadsheets.

D. General Scope of Services Description

The primary tasks of the Consultant firm will be to assist the City with schedule and cost controls and to provide quality control. The Scope of Services shall include, but not be limited to, the following:

1. The consultant shall provide an experienced licensed professional engineer as Construction Project Engineer (CPE) to perform construction management and oversee inspection services. The CPE shall serve as the City's liaison with the Contractor working through the Contractor's superintendent and assist him/her in understanding the detailed scope of intent of the contract documents.
2. The services of the CPE shall consist of coordinating all aspects of the construction of the project for the City of Brook Park project manager, in accordance with the plans and specifications and the LPA Federal Local Let Project Agreement. Further, the CPE complies with all directives issued by the ODOT District 12 Construction Monitor (CM) and the City of Brook Park. The City's project manager has authority over all decisions regarding design issues. The Construction Management Phase will commence with a written "Notice to Proceed" to the Contractor when directed by the City. The CPE will be the City's authorized representative during the construction phase to coordinate, monitor and administer the work of the Contractor and shall advise and consult with the City regarding all aspects of the Project. The CPE will have the authority to act on behalf of the City consistent with the terms and conditions set forth in the Agreement. The City of Brook Park project manager will be the contact for the ODOT District 12 CM and the CPE.
3. Qualified consultants will provide a full time construction inspector for as needed inspection of the Contractor's work to include documentation of work performed, verification that construction work is in compliance contract documents and assistance with review of quantities for pay requests.
4. Primary construction activities include concrete sidewalks, curbs, asphalt pavement, ADA ramp installation, coordination of Maintenance of Traffic, landscaping and signage.

5. Electronic daily project reports are to be furnished to the City project manager as required for progress of the work, documentation of non-conformance work, public complaints and tests performed. Additionally, daily project reports shall be maintained noting contractor's equipment, manpower, construction activities, locations of work and pay quantities providing calculations, as needed. Each reference shall be documented in a separate file and all measurements, visual inspections, accepted load tickets, and any other method of quantity verification will be included. Diaries and inspection reports shall also note weather conditions, any project or vehicular accidents and visitors. Although not responsible for the Contractor's safety procedures, it is expected that the Inspector will notify the City of unsafe activities.
6. Submittals and shop drawings will be reviewed by the Consultant's CPE. Submittal review comments will be provided to the City prior to distribution to the Contractor.
7. All quality control field-testing to be conducted by a third party firm employed by the Contractor will be brought to the attention of the City's project manager.
8. The CPE and Inspector will be required to review Contractor's pay request with the City's project manager. The Consultant shall maintain a log of all quantities for pay items to determine potential overruns based on work completed and their understanding of work remaining. Based on this forecasting, concerns about pay item quantities are to be immediately brought to the attention of the City's project manager. It will be the Consultant's responsibility to delineate and track ODOT eligible items and those items that are to be paid 100% by the City during review of pay applications.
9. The Consultant will be responsible for reviewing certified payrolls. Additionally, the Consultant will track the Contractor's Small and Disadvantage Business Enterprise (S&DBE) goals, conducted and document S&DBE interviews as specified in ODOT's Local Let Policy and Procedures Manual.
10. The Consultant will assist the City's project manager with review of the Contractor's monthly progress schedule and provide guidance on achieving scheduled milestones.
11. The Inspector will conduct the final inspection with the City's project manager and the Contractor; the Inspector shall maintain a list of non-performed work to be completed after final inspection. Verification that all items on above-said list have been completed in accordance with the Contract Documents will be required by the Inspector.
12. The Inspector will be required to attend the Pre-Construction Meeting; minutes will be prepared by the Consultant and provided to the City. The Inspector should anticipate attending weekly field and monthly progress meetings with the Contractor and the City; minutes shall be recorded by the Consultant and provided to the City for review prior to distribution.
13. The Inspector shall record all deviations and changed-conditions from the contract documents on a set of 11-inch x 17-inch plans provided by the City. A

redlined copy of plans will be provided to the City at the project closeout in paper and electronic format.

14. The selected consultant is required to follow the policy and procedure of the latest edition of the Local Let Policy and Procedures Manual on file with ODOT. Consultant must also make itself familiar with the LPA Agreement between the City of Brook Park and ODOT and meet the requirements of this document.

15. The selected consultant shall provide a complete and continuous on-site competent and qualified full-time field organization to assure that the construction is performed according to the requirements of the contract documents.

III. COMPENSATION

A. The City of Brook Park shall make payment based on actual hours worked by the Consultant's employees, excluding sick leave, personal leave, and vacation. Payment for holidays will not be made unless the Consultant is required to work; in such case, the holiday will be considered a regular work day and will be paid at the regular hourly rate, unless the forty (40) hour work week requirement has been met as described in the following Paragraph (B). **Work in excess of forty (40) hour work week must be approved by the City of Brook Park prior to being incurred.**

B. If applicable, overtime will be paid for all hours worked over a total of forty (40) on a weekly basis, including core working hours and eligible driving time. Payment for eligible overtime shall be commensurate with the Consultant's personnel policies. Specifically, companies that treat overtime premium as a direct cost may bill directly for overtime plus any applicable premium rate (e.g., time and a half for each hour of overtime worked). Conversely, companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

IV. INVOICING

The Consultant shall submit an invoice each month, ODOT's standard invoice form shall be used.

V. CONSULTANT STAFF REQUIREMENTS

The Consultant shall assign only qualified personnel to the project. The Consultant shall remove any employee who, in the determination of the City of Brook Park, does not perform the work in accordance with the Manual of Procedures, the Construction and Materials Specifications (CMS), and construction contract specific requirements.

Should the Consultant fail to remove the employee or employees as required, or fail to furnish suitable and sufficient personnel for proper performance of the work, the City of Brook Park may withhold payment of invoices submitted by the Consultant until corrective measures are taken. If the Consultant fails to comply, the City of Brook Park may make a finding to that effect and so notify the Consultant in writing that the Agreement is terminated in accordance with Section 2.41 of the "Specifications for Consulting Services, 2016 Edition."

VI. REPORT-IN LOCATIONS AND TRAVEL REGULATIONS

The report-in location for Consultant personnel shall be the project field office or a location at the project site designated by the City of Brook Park. No compensation will be provided for commuting to and from the report-in location.

Consultants that provide leased or company owned vehicles for use on site shall be compensated on a daily rate basis. If company owned vehicles are provided, the Consultant's indirect cost pool shall be credited for the daily rate reimbursement.

VII. SERVICES BY THE CITY OF BROOK PARK

- A. The City of Brook Park will make available to the Consultant the necessary plans, specifications, copy of the proposal and other documents as required.
- B. The City of Brook Park will provide the Consultant with documentation requirements including inspection report forms needed for computation, reporting, record keeping and field testing.

VIII. GENERAL PROVISIONS

- 1. PROTECTION OF PERSONS AND PROPERTY - The firm shall take all reasonable precaution for the safety and protection to prevent damage, injury, or loss to all of its employees and the public.
- 2. TERMINATION OF CONTRACT - The City of Brook Park reserves the right to terminate the contract for cause or convenience. Settlement payment will be based on successful delivery prior to termination. The city will pay the aggregate price of delivered service computed in accordance with the prices specified in the contract. Failure to meet deadlines will result in liquidated damages, which will be negotiated in the contract.
- 3. LETTER OF INTEREST ACCEPTANCE, WITHDRAWAL AND REJECTION - Each letter of interest shall constitute an offer to the city to enter into a contract with the city pursuant to the terms of the letter of interest to the extent such terms are not inconsistent with the request for letters of interest. Said offer shall not be revoked for a period of sixty (60) days from the letter of interest due date. If the withdrawal is made prior to the letter of interest deadline, sealed letters of interest may be withdrawn by the firm or its authorized representative by signing a receipt for the letter of interest. Letters of interest may be submitted again prior to the proposal deadline. The City of Brook Park reserves the right to contract for all or part of the scope of services described herein and to reject any and all letters of interest.
- 4. QUESTIONS AND ADDENDA -- Prior to letter of interest opening, any addenda to this proposal shall be made available to all known proposers via email. In addition, any addenda shall be posted to the city's bid webpage. The city shall not be responsible for oral instructions. All questions shall be directed to Edward Piatak, Brook Park Consulting City Engineer by email to the following address: erpiatak@euthenics-inc.com. No questions shall be answered after the deadline referenced in this request.

5. USE OF TERM - The personal pronoun "he" shall be understood to include persons of both sexes and other legal entities.
6. LAWS AND REGULATIONS - The proposer shall keep fully informed and comply with all federal and state laws, city ordinances, codes, rules and regulations which affect these services.
7. CITY INCOME TAX - The successful proposer shall be responsible for complying with all laws, ordinances, regulations and policies relative to the city's income tax. For specific questions regarding the city income tax, please call (216) 433-1300.
8. LIABILITY INSURANCE - Before starting any work under the contract, the successful proposer shall, except as otherwise approved by the city, take out and maintain at his own cost and expense, the following insurance until the work is completed and accepted by the city. Such insurance shall be with companies and with limits satisfactory to the city and not less than required by law.
 - WORKERS' COMPENSATION - The Proposer agrees to furnish an official certificate or receipt of the Ohio Bureau of Workers' Compensation showing payment of necessary premiums into the state insurance fund when such certificates are required in the request for proposal.
 - COMMERCIAL GENERAL LIABILITY (to include) - Contractual Liability and Personal Injury and Property. Bodily Injury, including Personal Injury, and Property Damage \$1,000,000 Combined Single Limit.
 - COMPREHENSIVE AUTOMOBILE LIABILITY - Including non-ownership and hired car coverage as well as owned vehicles. Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit.
 - PROFESSIONAL LIABILITY INSURANCE - Consultant shall include, in their proposal, a description of arrangements which they have regarding professional liability insurance coverage (errors and omissions). A minimum of \$2,000,000 coverage may be required.

Certificates of insurance acceptable to the City's Director of Law shall be filed with the city with the contract for this project and prior to commencement of any work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled unless a thirty (30) day (minimum) prior written notice has been given to the city. Proposers shall indicate if they have professional liability errors and omissions insurance and the amount of coverage. Should any insurance described in any certificate expire or be terminated during the period when the same is required under this contract, the city shall be notified immediately and such expired or terminated insurance must be replaced with new insurance certificates prior to date of such expiration or termination.

IX. CITY OF BROOK PARK STANDARD TERMS AND CONDITIONS

The City of Brook Park's standard terms and conditions shall be applicable to this request for proposal and any subsequent contract between the city and the consultant. These standard terms and conditions are included below:

City of Brook Park

Standard Terms and Conditions

1. BILLING: All goods or services must be billed to the City of Brook Park and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Finance Department within three business days or your disagreement is waived.
2. INVOICE: Prepayment payments are not permitted unless prior authorization is obtained from the Finance Department. All invoices are to be mailed to the Consulting City Engineer and shall reference the City's purchase order number or contract number. Failure to include the purchase order number or contract number may prevent timely payment.
3. CASH DISCOUNTS: ~~All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.~~
4. FREIGHT: ~~NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.~~
5. TAXES: The City of Brook Park is exempt from payment of Federal excise taxes and State retail sales taxes. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. DELIVERIES: All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number or contact number and must not exceed the quantities specified.
7. CANCELLATION: The City of Brook Park reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
8. DEFAULT PROVISIONS: In case of your default (defined as notified in writing by the City of Brook Park you are in default and you have failed to cure the default within the time specified), the City of Brook Park may procure the items from other sources and hold you responsible for any excess costs incurred thereby and any other damages permitted by law.
9. NO VERBAL AGREEMENTS: The City of Brook Park will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Brook Park.
10. PATENT AND COPYRIGHT INFRINGEMENT: It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and hold harmless the City of Brook Park, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.

11. **INSPECTION:** The City of Brook Park may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Brook Park including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Brook Park, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Brook Park. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Brook Park.
13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Brook Park or to an agent or consignee duly designated by the City of Brook Park at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Brook Park. A packing slip must accompany each such shipment and if a shipment is to be a consignee or an agent of the City of Brook Park, a copy of the packing slip shall be forwarded concurrently to the City of Brook Park. If no such packing slip is sent, the count or weight by the City of Brook Park or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. **HOLD HARMLESS:** You shall indemnify and hold the City of Brook Park, its agents, consignees, employees, and representatives harmless from and against all expenses, damages, claims, suit, or liabilities (including attorney's fees of the City of Brook Park) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Brook Park upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the negligence of the City of Brook Park other than where the City of Brook Park's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.
15. **INSURANCE:** If requested by the City of Brook Park, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Brook Park, which policies shall be written so as to protect the City of Brook Park and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Brook Park and proof of such insurance shall be furnished by you to the City of Brook Park. In addition, such policies shall protect all your subcontractors. You agree

to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Brook Park within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.

16. SPECIFICATIONS CONFIDENTIAL: Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this purchase order shall be deemed to be incorporated herein by reference the same as if fully set forth herein. The City of Brook Park shall at all times retain title to all such documents and you shall not disclose such to any party (other than the City of Brook Park or a party duly authorized by the City of Brook Park). Upon the City of Brook Park's request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the City of Brook Park.
17. EXAMINATION OF PREMISES: If work is to be performed hereunder on the premises of the City of Brook Park, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
18. CLEANING OF PREMISES: If work is to be performed hereunder on the premises of the City of Brook Park, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
19. EQUAL EMPLOYMENT OPPORTUNITY:
 - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, or genetic information with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
20. AGREEMENT TO BE EXCLUSIVE: This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.

21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Brook Park in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Brook Park may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Cuyahoga County, Ohio.
23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
24. **INDEPENDENT CONTRACTOR:** The contractor; his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Brook Park.

Total Cost for CA/CI Services: \$ 139,459.22

\$

Position	Name	Actual Hourly Rate	Multipliers						Total Cost		
			2.22		3.19		*Construction @ 18wks			Closeout	
			Straight Bill Rate	OT Bill Rate	Straight Hours	OT Hours	Straight Hours	OT Hours		Straight Hours	OT Hours
Project Manager/CE2	Ron Strauser/Hill	\$ 53.70	\$ 141.41	\$ 141.41	10	0	100	0	20	0	\$ 18,383.82
Assistant Project Manager/CE2	Matt Pawlak/Hill	\$ 61.30	\$ 136.09	\$ 136.09	20	0	116	0	20	0	\$ 21,229.42
Project Inspector	Patrick Murray/Hill	\$ 35.20	\$ 78.14	\$ 112.29	4	0	720	70	20	0	\$ 65,999.30
Traffic Signal & Lighting Inspector	Paul Hinckley/Hill	\$ 33.52	\$ 74.41	\$ 106.93	0	0	16	0	0	0	\$ 1,190.68
Soils & Aggregate Inspector	Den Hudson/PSI	\$ 25.80	\$ 57.28	\$ 82.30	0	0	220	8	0	0	\$ 13,259.14
Documentation Clerk	Ruth Yates/Hill	\$ 22.54	\$ 50.04	\$ 71.90	8	0	144	0	20	0	\$ 8,606.67
* 18 weeks assumes no landscaping work in spring of 2020											
										\$ 128,668.97	

Non-Salary Direct Costs

Item	Number	Days	Unit Price	Total Cost	Firm
Vehicle for Project Manager/CE2	1	15	\$49.00	\$ 735.00	Hill
Vehicle for Project Inspector	1	102	\$49.00	\$ 4,983.75	Hill
Vehicle for Traffic Signal & Lighting Inspector	1	2	\$49.00	\$ 98.00	Hill
Vehicle for Soils & Aggregate Inspector	1	29	\$49.00	\$ 1,396.50	PSI
Concrete Testing Kits	1	30	\$15.00	\$ 450.00	PSI
Nuclear Gauges	1	8	\$45.00	\$ 360.00	PSI
Proctor Tests	2	N/A	\$130.00	\$ 260.00	PSI
Concrete Cylinder Breaks	72	N/A	\$45.00	\$ 3,240.00	PSI
				\$ 10,790.25	

May 29, 2019

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

RE: Smith Road Resurfacing Project (PID 108950)

Dear Mayor Gammella:

It is expected that Hill International (Hill) will be providing construction administration and inspection for the Smith Road Resurfacing Project in accordance with their proposal of May 28, 2019.

Euthenics who served as the Design Engineer will serve as the City's representative on the project and also will provide engineering support services to Hill.

The included attachment outlines our scope of services and estimated upset maximum fee of \$20,250.00. Services will be billed hourly and includes direct labor, overhead and profit. Direct expenses will be billed at cost.

If there are any questions, please contact my office at (440) 260-1555.

Very Truly Yours,
EUTHENICS, INC.



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

F:\Jobs\187\1801 - Smith Resurfacing\Documents\Const Admin Doc\CA Services Letter.docx

EXHIBIT B

OFFICERS

A. R. PIATAK, PE, PRESIDENT • D. T. BENDER, PE, SECRETARY • J. L. NEVILLE, PE, TREASURER • E. R. PIATAK, PE, VICE PRESIDENT

ASSOCIATES

R. A. BENDER, PE • M. E. KIMBERLIN, PE, PS • M. M. PILAT, PE • M. R. COSGRIFF, PE • L. A. BAKER, PE • A. J. MALINAK, PE • S. A. HORAN, PS • A. N. CHUCRAY, PE

P/C 6-4-19 SERVICE
CA 6-11-19
1st R 6-18-19
2nd R _____
3rd R _____
C.C. _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11096-2019

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH
GREATER CLEVELAND AUTO AUCTION, PUBLIC AUCTIONEERS,
FOR THE PURPOSE OF DISPOSING OF OBSOLETE CITY VEHICLES
AND DECLARING AN EMERGENCY

WHEREAS, Greater Cleveland Auto Auction will provide the City of Brook Park with Auction services for the disposal of obsolete city vehicles; and

WHEREAS, Greater Cleveland Auto Auction will charge the City of Brook Park a selling fee of \$75.00 per auctioned vehicle; and

WHEREAS, it is in the best interest of the City of Brook Park that said agreement be entered into;

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 and directed to enter into an agreement with Greater Cleveland Auto Auction, for the purpose of disposing of obsolete city vehicles a list of which is attached hereto and incorporated herein as Exhibit "A" at a public sale.

SECTION 2: The money needed for the aforesaid transaction shall be paid from the Capital Improvement Fund 401, theretofore 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 and welfare of said City, and for the further reason to provide for an agreement between Greater Cleveland Auto Auction and the City of Brook Park; 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

DATE

Richard D. Ash

DIRECTOR OF LAW
Director Law

1995 Ford Van E250 Vin# IFTHE24YOTHA22411 (ELECTRICIANS VAN #804 BUSTED OUT)
2008 Ford Crown Vic Vin3 2FAP71V18X150114 (OLD cop CAR, WORN OUT)
2005 Ford Taurus Vin# IFAFP53ZX5A202206 (DETECTIVE CAR 219. RUSTED OUT)
2002 Ford F150 Vin# IFTRF18WXZNB06112 (SERVICE #815 ,RUSTED OUT)
2002 Ford F150 Vin# IFTRF18W82NB06111 (SERVICE # 816 ,RUSTED OUT)
2002 Ford F150 Vin# IFTRF18W62NB67277 (SERVICE #817 *RUSTED OUT)
1988 Ford E150 Vin# IFTEE14YCJHA94526 (OLD FIRE DEPT VAN,RUSTED OUT)
2006 Ford Mustang Vin# IZVFT80N165252909 (UNDER COVER POLICE,RUSTED)
2001 Ford E350 van Vin# IFTSS34S91HB66391 (SWAT VAN POLICE, RUSTED OUT)
1998 Ford Ranger Vin# IFYRIO6XTA06340 (UNDER COVER POLICE,RUSTED OUT)
2004 Chevrolet Impala Vin #2G1WF52E149455121 (FORFEITED VEHICLE, EXCESSIVE MILEAGE)
2002 Chevy Avalanche Vin# 3GNEC1383G194289 (DARE CAR RUSTEDF OUT, BAD TRANSMISSION)
2001 Ford Expedition Vin# 1FMRV16W01LB09311 (OLD FIRE DEPT. CAR)



PIC 6-4-19 Service
CA 6-11-19
1st R 6-18-19
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11097-2019

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE AUTHORIZING THE MAYOR TO
DISPOSE OF OBSOLETE CITY VEHICLES THAT ARE UNSAFE
AND NO LONGER ROAD WORTHY,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park has certain vehicles that are no longer road worthy, in disrepair, and are unsafe to operate; and

WHEREAS, the Service Director has set up an account with McMahan's Scrapping that will offer a fair market value based upon daily metal pricing; and

WHEREAS, McMahan Scrapping will provide the towing service and deduct the towing cost from the gross proceeds; and

WHEREAS, it is in the best interest of the City of Brook Park to dispose of said vehicles and receive the value for same;

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 and directed to dispose of obsolete city vehicles that are unsafe and no longer road worthy by delivering them with McMahan Scrapping as listed in the attached Exhibit "A."

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

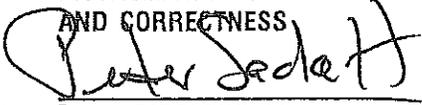
SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to dispose of obsolete city vehicles; therefore provided this Ordinance receives the affirmative 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


D.S.L. DIRECTOR OF LAW

1982 L8000 Ford Truck # 472 Vin # 1FDYK80U0DVA06Z23 (Broken Frame)
1986 L8000 Ford Old Berea Truck Donated to us Vin # 1FDXR80U4GVA29516 (Bad Body)
1985 Crane Carrier Garbage Truck #544 Vin # 1CYCCC289GT034986 (Blown Engine)
1989 L8000 Ford truck # 483 Vin# 1FDYU82A5LVA12854 (Cracked Frame , Bad Body)



P/C 12.20/16 Legislative
 Caucus 2/14/17
 1st R 2/21/17
 2nd R 3/7/17
 Caucus 3/14/17
 B/C 3/14/17
 Caucus 9/26/17
 B/C 12/12/17
 B/C 12/12/17
 Caucus 2/13/18
 B/C 2/13/18
 Caucus 10/9/18
 B/C 10/9/18
 Caucus 6/11/19
 3rd R 6/18/19

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 10069-2017

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE
 AMENDING CERTAIN SECTIONS OF CHAPTER 153
 OF THE BROOK PARK CODIFIED ORDINANCES
 ENTITLED 'EMPLOYEES GENERALLY'
 AND DECLARING AN EMERGENCY

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

SECTION 1: Section 153.01(a) (3) of the Brook Park Codified Ordinances, as enacted by Ordinance No. 8311-1997 passed February 4, 1997, and reading as follows:

153.01 (a) (3)

(3) Each full-time employee shall be entitled to vacation as follows:

<i>Years Of Service Completed During A Calendar Year</i>	<i>Vacation Days (per month)</i>	<i>Vacation Days (per year)</i>
Upon initial eligibility	.833*	10
5 through 10	1.250	15
More than 10	1.667	20
More than 18	2.083	25

is hereby amended to read:

153.01 (a) (3)

(3) Each full-time employee shall be entitled to vacation as follows:

<i>Years Of Service Completed During A Calendar Year</i>	<i>Vacation Days (per month)</i>	<i>Vacation Days (per year)</i>
Upon initial eligibility	.833	10
5 through 10	1.250	15
More than 10	1.667	20
More than 15	2.083	25
More than 20	2.50	30

SECTION 2: Former Section 153.01(a)(3) of the Brook Park Codified Ordinances as enacted by Ordinance No. 8311-1997 passed February 4, 1997, is hereby expressly repealed

SECTION 3 Section 153.021 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 8224-1996, passed June 18, 1996, Ordinance No. 8855-2001, passed December 26, 2001 and Ordinance No. 9531-2008, passed December 16, 2008 and reading as follows:

153.021

(a) A full-time employee of the City who is not a member of a bargaining unit represented by a union or employee organization may elect, at the time of retirement from active service with the City and with ten or more years of service with the City, to be paid in cash for four-eighths of the value of his accrued but unused sick leave credit. Such payment shall be made in the employee's final paycheck, and shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The payment which may be made under this subsection shall not exceed an amount representing four-eighths of a maximum of 1,248 hours.

(b) The calculation of sick leave credit shall exclude longevity differentials, annual differentials, shift differentials, in-service differentials, all premium payments, regularly scheduled overtime and all other forms of additional or supplemental compensation.

(c) The receipt of severance pay of any other type shall eliminate and forever cancel all future claims to all sick leave credit from the City.

(d) Notwithstanding any other provision contained in this section, an employee who receives sick leave compensation upon retirement pursuant to subsection (a) hereof shall also be entitled to a sick leave bonus payment equal to four-eighths of the value of all, if any, of his hours of credit for accrued but unused sick leave in excess of 1,248 hours at the time of retirement. Such sick leave bonus shall be based on the employee's rate of pay at the time of retirement, and shall be paid at the time of retirement. An employee whose sick leave credit at time of retirement is equal to or less than 1,248 hours shall not receive a sick leave bonus. Any employee entitled to receive a sick leave bonus pursuant to this subsection who dies prior to the receipt thereof shall have the amount of such bonus paid to his estate.

(e) For the purposes of this section, the term "retirement" shall mean either a service or disability retirement under any retirement system.

is hereby amended to read:

153.021

(a) A full-time employee of the City who is not a member of a bargaining unit represented by a union or employee organization may elect, at the time of retirement from active service with the City and with ten or more years of service with the City, to be paid in cash for one-half of the value of his accrued but unused sick leave credit. Such payment shall be made in the employee's final paycheck, and shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The payment which may be made under this subsection shall not exceed an amount representing one-half of a maximum of 1,248 hours.

(b) The calculation of sick leave credit shall exclude longevity differentials, annual differentials, shift differentials, in-service differentials, all premium payments, regularly scheduled overtime and all other forms of additional or supplemental compensation.

(c) The receipt of severance pay of any other type shall eliminate and forever cancel all future claims to all sick leave credit from the City.

(d) Notwithstanding any other provision contained in this section, an employee who receives sick leave compensation upon retirement pursuant to subsection (a) hereof shall also be entitled to a sick leave bonus payment equal to one-half of the value of all, if any, of his hours of credit for accrued but unused sick leave in excess of 1,248 hours at the time of retirement. Such sick leave bonus shall be based on the employee's rate of pay at the time of retirement, and shall be paid at the time of retirement. An employee whose sick leave credit at time of retirement is equal to or less than 1,248 hours shall not receive a sick leave bonus. Any employee entitled to receive a sick leave bonus pursuant to this subsection who dies prior to the receipt thereof shall have the amount of such bonus paid to his estate.

(e) For the purposes of this section, the term "retirement" shall mean either a service or disability retirement under any retirement system.

SECTION 4: Former Section 153.021 of the Brook Park Codified Ordinances as enacted by Ordinance No. 8224-1996, passed June 18, 1996, Ordinance No. 8855-2001, passed December 26, 2001, Ordinance No. 9059-2003, passed December 16, 2003 and Ordinance No. 9531-2008, passed December 16, 2008 is hereby expressly repealed.

SECTION 5: Section 153.12 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 8609-1999, passed November 16, 1999, and reading as follows:

153.12 HOLIDAYS.

Commencing January 1, 1999, and thereafter until duly changed, where not provided for under specific sections of the Codified Ordinances, each full-time employee of the City shall be entitled to the following paid holidays:

New Year's Day	Independence Day
President's Day	Veterans Day
Memorial Day	Labor Day
Thanksgiving Day	Christmas
Employee's Birthday	Eight personal hours
Martin Luther King, Jr. Day	

is hereby amended to read:

153.12 HOLIDAYS.

Commencing January 1, 1999, and thereafter until duly changed, where not provided for under specific sections of the Codified Ordinances, each full-time employee of the City shall be entitled to the following paid holidays:

New Year's Day	Independence Day
President's Day	Veterans Day
Memorial Day	Labor Day
Thanksgiving Day	Christmas
Sixteen personal hours	Martin Luther King, Jr. Day

SECTION 6: Former Section 153.12 of the Brook Park Codified Ordinances as enacted by Ordinance No. 8609-1999, passed November 16, 1999 is hereby expressly repealed.

SECTION 7: Section 153.145 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 8227-1996 passed June 18, 1996, Ordinance No. 8772-2001, passed March 6, 2001, Ordinance No. 9550-2009, passed January 6, 2009 and Ordinance No. 9651-2010, passed June 15, 2010, and reading as follows:

153.145 OVERTIME.

(a) Except as provided in subsections (b), (c) and (d) hereof, employees who are required by an authorized administrative authority to work more than forty hours in any calendar week shall receive overtime at the rate of one and one-half hours for each hour of overtime worked.

(b) Overtime for all members of the classified civil service shall be governed by their respective union contracts.

(c) Employees occupying the positions set forth below, as well as similar administrative positions which may be established hereafter, shall be ineligible for the benefits provided in subsection (a) hereof:

- All elected officials
- Assistant Finance Director
- Director of Taxation
- Economic Development Commissioner
- Building Commissioner

Assistant Building Commissioner
Building and Property Maintenance Inspector
Assistant Director of Law - Prosecutor
Executive Assistant to the Mayor
All Assistant Law Directors
Director of Public Safety
Director of Public Service
Assistant Service Director
Deputy Assistant Service Director
Human Resource Commissioner
Recreation Director
Deputy Directors of Recreation
Community Center Supervisor
Superintendent of Parks and Playgrounds
Clerk of Council
Supervisor of Public Properties
Police Chief
Police Captain
Fire Chief
Assistant Fire Chief
Assistant Clerk of Council
Administrative Assistant to the Law Director
Clerk of Courts
Assistant Deputy Finance Director.

- (d) All employees classified as part-time, temporary and seasonal, or who are not otherwise employed to work forty hours per week, are ineligible for the benefits provided in subsection (a) hereof.

is hereby amended to read:

153.145 OVERTIME.

(a) Except as provided in subsections (b), (c) and (d) hereof, employees who are required by an authorized administrative authority to work more than forty hours in any calendar week shall receive overtime at the rate of one and one-half hours for each hour of overtime worked.

(b) Overtime for all members of the classified civil service shall be governed by their respective union contracts.

(c) Employees occupying the positions set forth below, as well as similar administrative positions which may be established hereafter, shall be ineligible for the benefits provided in subsection (a) hereof:

All elected officials
Assistant Finance Director
Director of Taxation
Economic Development Commissioner
Building Commissioner
Assistant Building Commissioner
Building and Property Maintenance Inspector
Assistant Director of Law - Prosecutor
Executive Assistant to the Mayor
All Assistant Law Directors
Director of Public Safety

Director of Public Service
Assistant Service Director
Human Resource Commissioner
Recreation Director
Community Center Supervisor
Clerk of Council
Police Chief
Police Captain
Fire Chief
Assistant Fire Chief
Assistant Clerk of Council
Administrative Assistant to the Law Director
Clerk of Courts

(d) All employees classified as part-time, temporary and seasonal, or who are not otherwise employed to work forty hours per week, are ineligible for the benefits provided in subsection (a) hereof.

SECTION 8: Former Section 153.145 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 8227-1996 passed June 18, 1996, Ordinance No. 8772-2001, passed March 6, 2001, Ordinance No. 9550-2009, passed January 6, 2009 and Ordinance No. 9651-2010, passed June 15, 2010, is hereby expressly repealed.

SECTION 9: Section 153.18 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 6907-1977, passed September 2, 1986, and reading as follows:

153.18 WAGE, SALARY, BENEFIT AND CONTRACT REVIEW COMMITTEE.

(a) There is hereby created a Wage, Salary, Benefit and Contract Review Committee.

(b) The Committee shall consist of the Mayor, who shall serve as Chairman, the President of Council, the Auditor and all members of Council.

(c) The Committee shall establish economic guidelines and goals prior to the commencement of negotiations.

(d) All Committee meetings shall be held in executive sessions.

(e) At the call of the Mayor, the Committee shall meet with the City's legal advisor for negotiations along with the department heads of the various City departments to review and discuss wages, salary and benefits for all City employees. Relative to those employees under the contract, the meeting shall be called not less than sixty days prior to the expiration of the agreement. Compensation and benefits for noncontractual employees may be reviewed annually.

(f) The Mayor shall provide the Committee with all formal proposals and counter proposals during the negotiation process. The Mayor shall keep the Committee informed of the progress of negotiations.

SECTION 10. Former Section 153.18 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 6907-1986 is hereby repealed in its entirety.

SECTION 11: 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 12: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason of amending certain sections of Chapter 153 of the Brook Park Codified Ordinances; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

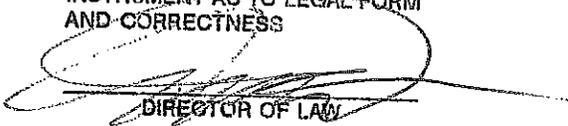
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

100
101
102
103
104

P/C 11/21/17 Legislative
Caucus 11/28/17
1st R 12/5/17
2nd R 1/2/18
B/C 1/2/18
Caucus 2/13/18
B/C 2/13/18
Caucus 10/9/18
B/C 10/9/18
Caucus 6/11/19
3rd R 6/18/19

CITY OF BROOK PARK, OHIO

RESOLUTION NO. 30-2017

INTRODUCED BY: COUNCILMAN TROYER or *Council President Astorino*

A RESOLUTION
HONORING ASTRONAUT AND SENATOR, JOHN GLENN,
AND DECLARING AN EMERGENCY

WHEREAS, Senator, John Glenn was a distinguished fighter pilot in both World War II and Korea, with six Distinguished Flying Crosses and 18 clusters to the Air Medal; and

WHEREAS, Senator John Glenn was the first American to orbit The Earth when he piloted 'Friendship 7' around the globe Three times in 1962; and

WHEREAS, American's young and old are deeply indebted for Senator Glenn's passion for exploration and for his many military and public-service accomplishments; and

WHEREAS, Glenn resigned from NASA in 1964, and was elected to the U.S. Senate in 1974, representing Ohio for 25 years; and

WHEREAS, Upon John Glenn's retirement from the United States Senate and return from space, John and his wife Annie Glenn founded the John Glenn Institute for Public Service at the Ohio State University. Through its programs, they sought to improve the Quality of public service and to encourage young people to pursue careers in government;

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

SECTION 1. The Mayor and Council will miss our outer space Explorer, NASA Astronaut, American aviator and engineer, forever a Hero, United States Senator John Glenn for his love of life, his commitment to public service and his desire to make the world a better place.

SECTION 2: The Clerk of Council is hereby directed to forward a certified copy of this Resolution to NASA and the United States Senate.

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 for honoring Senator John Glenn for his many years of space exploration, military and public service accomplishments; therefore, this Resolution shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

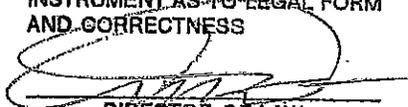
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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



DIRECTOR OF LAW

RECEIVED
DEC 20 2016
12:48 pm
BROOK PARK CITY COUNCIL