

**REGULAR CAUCUS MEETING  
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO  
TO BE HELD ON TUESDAY, DECEMBER 10, 2019  
7:00 P.M.**

**I. ROLL CALL OF MEMBERS**

**II. PLEDGE OF ALLEGIANCE**

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

1. REGULAR CAUCUS MEETING HELD ON NOVEMBER 12, 2019.

**IV. DISCUSSION:**

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MIDDLEBURG HEIGHTS, OHIO, FOR A DOG PARK AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella - PER COUNCIL PRESIDENT VECCHIO

**V. SAFETY COMMITTEE - CHAIRMAN, STEMM:**

1. AN ORDINANCE AUTHORIZING AND APPROVING THE MAYOR TO HAVE EMERGENCY REPAIRS MADE TO OUR 1994 FIRE TRUCK, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

**VII. ADJOURNMENT:**

**Posted 12/6/19**

P/C \_\_\_\_\_  
CA 12-10-19 \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
D/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MIDDLEBURG HEIGHTS, OHIO FOR A DOG PARK, AND DECLARING AN EMERGENCY.

WHEREAS, the cities of Brook Park and Middleburg Heights have reached an agreement to begin a joint venture with the cooperation of volunteer organization(s) to operate an off the leash dog park located at 18825 Sheldon Road, Middleburg Heights Ohio.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a Memorandum of Understanding with the City of Middleburg Heights, Ohio, as set forth in Exhibit "A", attached hereto and incorporated herein by reference, and to do all things necessary in furtherance thereof.

SECTION 2. That it is hereby 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.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason to participate in a joint venture with the City of Middleburg Heights to establish an off the leash dog 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: \_\_\_\_\_

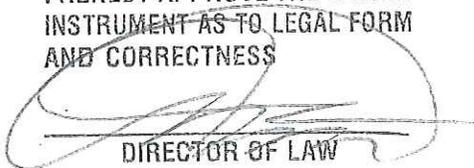
\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

\_\_\_\_\_  
DATE

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

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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into on the date shown on the signature page herein below, by and between the **CITY OF BROOK PARK** (hereinafter referred to as “Brook Park”) and the **CITY OF MIDDLEBURG HEIGHTS** (hereinafter referred to as “Middleburg Heights”);

WHEREAS, Brook Park and Middleburg Heights are entering into a joint venture for the establishment of an off the leash dog park (hereinafter “Dog Park”), located in the City of Middleburg Heights, Ohio at 18825 Sheldon Road; and

WHEREAS, the Brook Park and Middleburg Heights are desirous of memorializing in writing their negotiated agreement concerning this proposed activity, pursuant to various, several and certain terms and conditions negotiated to agreement by and between themselves, and herein-after set forth in this instrument.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set out in this Agreement, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Brook Park and Middleburg Heights do hereby mutually covenant and agree that:

1. Brook Park shall match Middleburg Heights’ contribution of \$35,000.00 in 2020 for the capital budget for the establishment of the Dog Park. The amount contributed by the City of Brook Park shall not exceed \$35,000.00. All other expenses shall be the responsibility of the voluntary organization operating the Dog Park.
2. Phase One of the Dog Park shall include excavation/dirt/pea gravel/stone, fencing, plumbing facilities, trash cans and signage.



3. Bylaws and day to day operations are the responsibility of the Brook Park Barkers Association and other volunteer organizations.
4. The aforesaid property shall be leased to the volunteer organization for the amount of \$10.00 per year; the lease shall be for a one- year period beginning in 2020 and after the one year period may be renewed at the same rate of \$10.00 per year if all parties are in agreement that the Dog Park shall continue to operate.
5. Middleburg Heights shall be responsible for the pick-up of refuse cans, customary inspections (to maintain good order), and grass and weed cutting.
6. Any repairs needed to the fencing and/or grounds of the dog park as the result of ordinary and normal use shall be the responsibility of Middleburg Heights. Any repairs made to the dog park as a result of unforeseen prior damage, age or construction shall be the responsibility of Middleburg Heights.
7. For the duration of this Agreement, Middleburg Hts. shall maintain adequate insurance on the Dog Park and said insurance will name Brook Park as an additional insured on its policy. The insurance will include liability coverage of \$1,000,000.00 combined single limit with an umbrella policy in an amount of not less than \$5,000,000.00 over the primary coverage. The parties agree that each year Brook Park shall reimburse Middleburg Heights one-half, of the amount paid by Middleburg Heights, to maintain said insurance. In the event that a

deductible payment is required to be paid then the parties shall divide the amount equally.

8. Upon approval by the parties, this Memorandum of Understanding shall become effective and remain in force for one year thereafter. Either party may terminate this Memorandum of Understanding by giving the other party written notice at least thirty (30) days prior to its expiration date. In the event that neither party exercises the right to terminate this Memorandum of Understanding then it shall automatically renew for one more year.
9. This Memorandum of Understanding constitutes the entire agreement between the parties regarding the subject matter and all prior conversations and writing are merged herein and it shall not be modified unless in writing and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF BROOK PARK:

CITY OF MIDDLEBURG  
HEIGHTS

\_\_\_\_\_  
By: MICHAEL GAMMELLA  
Title: Mayor

\_\_\_\_\_  
By: MATT CASTELLI  
Title: Mayor

PIC 12-3-19 SAFETY  
CA 12-10-19  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
D/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE  
AUTHORIZING AND APPROVING THE MAYOR TO HAVE  
EMERGENCY REPAIRS MADE TO OUR 1994 FIRE TRUCK  
WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY

WHEREAS, Council deems it necessary for the City to enter into a contract with a specialist in order to provide for the emergency repairs to our 1994 Fire Truck; and

WHEREAS, said services are of such a highly specialized nature, requiring the exercise of peculiar skill and aptitude, that said contract is properly deemed excepted from the bidding requirements ordinarily associated with the letting of public contracts; and

WHEREAS, W. W. Williams - Cleveland, 1176 Industrial Parkway, N Brunswick, Ohio is a sole source provider for repairs to 1994 Fire Truck; and

WHEREAS, said emergency repairs need to be made to repair and replace the blown engine in our 1994 Fire Truck, along with the governor and labor and miscellaneous parts; and

WHEREAS, the Mayor and City Council is desirous of proceeding to make these necessary emergency repairs to our 1994 Fire Truck;

WHEREAS, in the estimate attached hereto as Exhibit "A" the cost is \$49,119.48 plus \$5,983.00 for an amount not to exceed \$56,000.00.

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

SECTION 1: That the Mayor is hereby authorized and directed to enter into a contract with W.W. Williams for the emergency repairs needed on our 1994 Fire Truck.

**SECTION 2:** That the funds for the purpose of the aforesaid expenditure have been appropriated or to be appropriated and shall be paid from an amount not to exceed the amount of \$55,102.48.

**SECTION 3:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that Council deems it necessary for the Mayor to enter into said contract with W.W. Williams without undue delay; 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

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

JUNE 3, 2019

PURCHASE REQUISITION  
CITY OF BROOK PARK

VEND. NO. 1035

WW WILLIAMS

P.O. NO. 79955

DEPT. SUPERVISOR *Randall Gunn*

MAYOR APPROVAL *[Signature]*

ORDERED BY; J PENSIS

REQUISITION NOT VALID  
UNLESS PROPERLY SIGNED

QUANTITY	DESCRIPTION	DEPT. CHARGED	UNIT PRICE	PRICE
	S-1 FIRE TRUCK REMOVE & REPLACE BLOWN ENGINE  **SEE ATTACHED ESTIMATE**  **BOARD OF CONTROL**	100-401-413-CAP		\$49,119.48
ACCOUNT NUMBER				AMOUNT
401 413 55201				

8-10 WEEKS DELIVERY  
"BOARD OF CONTROL"



hereby certify that the money to meet the above obligation has been lawfully appropriated to such purpose and is in the treasury or in process of collection to be credited to the proper fund and free from any previous or outstanding obligation, encumbrance or certification.

All shipments must be FOB DESTINATION. Exempt from Federal Excise Tax and Ohio Sales Tax. The City will not, in any manner, be responsible for goods delivered or work done on its account unless authorized. No damaged shipment accepted. Order cancelled 90 days from purchase order date unless otherwise stated. Goods and/or services rendered must comply with fair Standards Act of 1938 as amended. NO NO. MUST APPEAR ON ALL SHIPMENTS. PURCHASE ORDER NOT VALID UNLESS PROPERLY SIGNED.

THEN AND NOW CERTIFICATE

hereby certify that the amount necessary to meet this obligation was then (at time of the order or contract) and is now lawfully appropriated for such purpose and was then and is now in the Treasury and free from previous encumbrance.

TOTAL: \$49,119.48

SEND ALL INVOICES TO: CITY OF BROOK PARK,  
FINANCE DEPT.  
6161 ENGLE ROAD, BROOK PARK, OH 44142

*[Signature]*

Finance Director DATE

*[Signature]*

Asst Finance Director DATE

NOT POSTED TO FLEET  
 UPDATED: 06/03/19 11:39 am EDT



**W. W. Williams - Cleveland**  
 1176 Industrial Pkwy. N Brunswick, Ohio 44212  
 Phone: (330) 225-7751 - Fax: (330) 225-5940



Case Number: 4823461 - Repair Order Number: 5266042  
 Purchase Order Number: n/a  
 Service Writer: Clark Street, Ronnie - Case Date: 05/28/19 08:03 am EDT

<b>City Of Brookpark</b>	<b>Unit #:</b>
<b>Address:</b> 6161 ENGLE RD BROOKPARK, OH 44142-2105 <b>Phone:</b> (216) 433-1300 <b>Fax:</b> <b>Cust #:</b> 505190	<b>Asset:</b> 1994 SUTPHEN FIRE TRUCK Miles 53,806 <b>Serial #:</b> R1003001 <b>VIN:</b> 1S9A1HBDXR1003001 <b>Engine:</b> 6V92 <b>Engine Hours:</b> 0



**Complaint:**

RAN UNIT EXTENDED AMOUNT OF TIME WITH COOLANT AND OIL MIXING. WANTS ESTIMATE FOR REPAIR. ALSO QUOTE TIME FOR PULLING RADIATOR. CUSTOMER WILL BE HAVING IT RECORED.

Item	Operation	Labor	Parts	Total
1	WheelTime Visual Inspection	\$0.00	\$0.00	\$0.00
2	Post Repair Inspection	\$0.00	\$0.00	\$0.00
3	REPLACE ENGINE WITH POWER CHOICE <b>Parts:</b> (1.0) BELT SET (3) P80 0001 EACH, (1.0) BOLT P80 0001 EACH, (1.0) C/HOSE & CLAMPS, (1.0) COMPRESSOR 1600 DETROIT 0001 EACH, (1.0) CORE ASM Q05 0001 EACH, (1.0) COUPLING P80 0001 EACH, (1.0) ELECTRODYNE ALTERNATOR, (1.0) ELEMENT 0012 EACH, (1.0) ELEMENT FUEL FILTER SP 0012 EACH, (1.0) FILTER, (1.0) FILTER 0001 EACH, (1.0) FORK ASM * P80 0001 EACH, (1.0) FREIGHT, (1.0) GASKET P80 0001 EACH, (1.0) GASKET Q05 0001 EACH, (1.0) GSKT P80 0005 EACH, (1.0) HARNESS ASM P80 0001 EACH, (1.0) HARNESS ASM. P80 0001 EACH, (1.0) HOSE # P80 0001 EACH, (1.0) HUB ASM P80 0001 EACH, (1.0) HUB BLOWER DR P80 0001 EACH, (1.0) HUB P80 0001 EACH, (1.0) LNGBLK ENG KIT 6V92T P92 0001 EACH, (1.0) MISC, (1.0) PLATE P80 0001 EACH, (1.0) PLATE Q05 0001 EACH, (1.0) RING P80 0001 EACH, (1.0) SEAL CR/SHF Q05 0001 EACH, (1.0) SEAL OIL, CRANKSHAFT FRO P80 0001 EACH, (1.0) SEAL RING P80 0005 EACH, (1.0) SENSOR HARN P80 0001 EACH, (1.0) SHAFT ASM P80 0001 EACH, (1.0) SLEEVE P80 0001 EACH, (1.0) SNAP RING P80 0005 EACH, (1.0) SPROCKET SPLINED ACSRY D Q05 0001 EACH, (1.0) STARTER REMAN 40MT 0001 EACH, (1.0) TUBE ASM P80 0001 EACH, (1.0) TUBE ASM P80 0001 EACH, (1.0) TUBE P80 0001 EACH, (2.0) A/BELTS, (2.0) C--SEAL SC 0001 EACH, (2.0) GASKET ROCKER P80 0001 EACH, (2.0) HOSE P80 0001 EACH, (2.0) THERMOSTAT Q05 0001 EACH, (4.0) CLAMP Q05 0001 EACH, (6.0) BOLT P80 0015 EACH, (6.0) ENGINE MOUNTS, (8.0) 1GAL OIL SAE 40 WT 1240 Q21 0004 EACH, (8.0) NUT P80 0020 EACH, (8.0) STUD P80 0025 EACH, (9.0) 6/1 GALLON CASES 100% KA 128260 0216	\$11,880.00	\$36,844.48	\$48,724.48



4	Fire Truck - Pump Test	\$250.00	\$0.00	\$250.00
---	------------------------	----------	--------	----------

**Parts:** \$36,844.48  
**Labor:** \$12,130.00  
**Haz.** \$50.00  
**Waste:**  
**Shop:** \$95.00  
**Freight:** \$0.00  
**Tax:** \$0.00  


---

**TOTAL:** \$49,119.48

I authorize Williams to do the above repair and/or service work, including the installation of all parts and materials to complete such work and incurring travel expense, and grant Williams and/or its agents permission to operate the above equipment or engine on streets, highways or elsewhere for testing and/or inspection. I acknowledge that Williams shall have an express mechanic's or repairman's lien on the equipment or engine to secure the amount due for the above work. I understand that failure of the manufacturer to reimburse Williams shall not alleviate me from the responsibility of the cost of such repairs. Williams shall not be responsible for loss or damage to the vehicle/equipment or to articles left with the above vehicle/ equipment in case of any fire or theft, or any cause beyond your control. In the event that the account for the above work is referred for collection, I agree to pay the account plus interest at the maximum allowable rate, reasonable attorney's fees and court costs. I authorize Williams to dispose of any parts and materials which are replaced in connection with the above work unless otherwise expressly indicated. Vehicles and Equipment left at Williams location more than 30 days after notice of completion will be towed, and I will be responsible for the cost of towing and storage.

AUTHORIZED BY: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_ / \_\_ / \_\_\_\_

UNLESS INDICATED SALES TAX IS NOT INCLUDED. Unless indicated this estimate is good for 30 days.

LIMITED WARRANTY, WARRANTY DISCLAIMERS AND LIMITATIONS OF REMEDIES AND LIABILITIES: Seller passes through the manufacturer's warranty on any goods sold hereunder. Seller warrants to Buyer that its services shall be free from defect under normal use and service for a period of 90 days after the completion of those services. At Seller's option, its sole responsibility under the workmanship warranty is limited to the replacement of the faulty services. SELLER EXTENDS NO WARRANTY OTHER THAN THOSE ON THE FACE HEREOF. IN ADDITION THERE ARE NO OTHER EXPRESSOR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, including without limitation loss of income, time, sales, or use.

DATE NOVEMBER 6, 2019

PURCHASE REQUISITION  
CITY OF BROOK PARK

VEND. NO. 1035

TO WW WILLIAMS

P.O. NO. \_\_\_\_\_

DEPT. SUPERVISOR Randall Kinnon

MAYOR APPROVAL [Signature]

ORDERED BY; J PENSIS

REQUISITION NOT VALID  
UNLESS PROPERLY SIGNED

QUANTITY	DESCRIPTION	DEPT. CHARGED	UNIT PRICE	PRICE
	REPLACE OBSOLETE GOVERNOR SYSTEM	100-413-52401		\$ 5983.00
	**SEE ATTACHED QUOTE**			
	**EMERGENCY** TRUCK DOWN** **BOARD OF CONTROL**			

ACCOUNT NUMBER	AMOUNT

*Note: see attached Quote*

NOT POSTED TO FLEET  
 UPDATED: 11/04/19 11:05 am EST



**W. W. Williams - Cleveland**

1176 Industrial Pkwy. N Brunswick, Ohio 44212  
 Phone: (330) 225-7751 - Fax: (330) 225-5940



Case Number: 5572716 - Repair Order Number: QUOTE  
 Purchase Order Number: n/a  
 Service Writer: Khoma, Kevin - Case Date: 11/04/19 10:59 am EST

<b>City Of Brookpark</b>	<b>Unit #: S1</b>
<b>Address:</b> 6161 ENGLE RD BROOKPARK, OH 44142-2105	<b>Asset:</b> 1994 SUTPHEN FIRE TRUCK <b>Miles</b> 53,806
<b>Phone:</b> (216) 433-1300	<b>Serial #:</b> R1003001
<b>Fax:</b>	<b>VIN:</b> 1S9A1HBDXR1003001
<b>Cust #:</b> 505190	<b>Engine:</b> 6V92
	<b>Engine Hours:</b> 0



**Complaint:**  
 PRESSURE GOVERNOR NOT WORKING INTERMITTENTLY

Operation	Operation	Labor	Parts	Total
1	WheelTime Visual Inspection	\$0.00	\$0.00	\$0.00
2	Post Repair Inspection	\$0.00	\$0.00	\$0.00
3	Diagnostic Fee	\$264.00	\$0.00	\$264.00
4	REPLACE FAILED PRESSURE GOVERNOR Parts: (1.0) FRC GOVERNOR, (1.0) FREIGHT, (1.0) MISC.	\$2,112.00	\$3,462.00	\$5,574.00

Parts: \$3,462.00  
 Labor: \$2,376.00  
 Haz. Waste: \$50.00  
 Shop: \$95.00  
 Freight: \$0.00  
 Tax: \$0.00  
**TOTAL: \$5,983.00**

I authorize Williams to do the above repair and/or service work, including the installation of all parts and materials to complete such work and incurring travel expense, and grant Williams and/or its agents permission to operate the above equipment or engine on streets, highways or elsewhere for testing and/or inspection. I acknowledge that Williams shall have an express mechanic's or repairman's lien on the equipment or engine to secure the amount due for the above work. I understand that failure of the manufacturer to reimburse Williams shall not alleviate me from the responsibility of the cost of such repairs. Williams shall not be responsible for loss or damage to the vehicle/equipment or to articles left with the above vehicle/ equipment in case of any fire or theft, or any cause beyond your control. In the event that the account for the above work is referred for collection, I agree to pay the account plus interest at the maximum allowable rate, reasonable attorney's fees and court costs. I authorize Williams to dispose of any parts and materials which are replaced in connection with the above work unless otherwise expressly indicated. Vehicles and Equipment left at Williams location more than 30 days after notice of completion will be towed, and I will be responsible for the cost of towing and storage.

AUTHORIZED BY: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_/\_\_/\_\_\_\_

UNLESS INDICATED SALES TAX IS NOT INCLUDED. Unless indicated this estimate is good for 30 days.

LIMITED WARRANTY, WARRANTY DISCLAIMERS AND LIMITATIONS OF REMEDIES AND LIABILITIES: Seller passes through the manufacturer's warranty on any goods sold hereunder. Seller warrants to Buyer that its services shall be free from defect under normal use and service for a period of 90 days after the completion of those services. At Seller's option, its sole responsibility under the workmanship warranty is limited to the replacement of the faulty services. SELLER EXTENDS NO WARRANTY OTHER THAN THOSE ON THE FACE HEREOF. IN ADDITION THERE ARE NO OTHER EXPRESSOR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, including without limitation loss of income, time, sales, or use.