

**REGULAR CAUCUS MEETING
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO
HELD ON TUESDAY, DECEMBER 14, 2021
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. APPROVAL OF MINUTES OF PRECEDING MEETINGS:

1. REGULAR CAUCUS MEETING MINUTES HELD ON NOVEMBER 9, 2021.

IV. DISCUSSION:

1. DIVISION OF LIQUOR CONTROL - Phoenix Vapor Lounge, LLC, 17021 Brookpark Road, Brook Park, OH 44142. **C NEW 6896303 - D5. Postmark Date: 12/6/2021. - PER COUNCIL PRESIDENT VECCHIO. Note:** Moved by **motion** from the December 7, 2021 Caucus Prior agenda.
2. ORDINANCE NO. 11129-2021, AMENDING ORDINANCE NO. 11197-2021, THE APPROPRIATION ORDINANCE FOR THE CITY OF BROOK PARK AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella - PER COUNCIL PRESIDENT VECCHIO.
3. ORDINANCE NO. 11230-2021, TO PROVIDE FOR THE TEMPORARY APPROPRIATIONS OF THE CITY OF BROOK PARK, STATE OF OHIO, FOR THE THREE MONTHS ENDING ON MARCH 31, 2022 AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella - PER COUNCIL PRESIDENT VECCHIO.
4. DRAFT ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO ADVANCE AND TRANSFER FUNDS TO THE SPECIFIED FUNDS FOR COUNCIL REVIEW (Finance Director Cingle) - PER COUNCIL PRESIDENT VECCHIO.
5. ANNUAL PAYMENT TO BOXCAST FOR LIVESTREAMING OF THE 2022 MEETINGS **(\$2,400.00)** - PER COUNCIL PRESIDENT VECCHIO.

IV. DISCUSSION: CONT.

6. NON-PARTISAN ELECTIONS (Councilman Scott) - PER COUNCIL PRESIDENT VECCHIO.
7. PROPOSED COUNCIL RULES (Councilman Scott) PER COUNCIL PRESIDENT VECCHIO.
8. SCHOOL TELECOMMUNICATION HARRASSMENT - PER COUNCIL PRESIDENT VECCHIO.

V. LEGISLATIVE COMMITTEE - CHAIRMAN, MENCINI:

1. AN ORDINANCE ENACTING CHAPTER 527 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'FLYING MODEL AIRCRAFT/UNMANNED AERIAL VEHICLES (UAV's) AND DECLARING AN EMERGENCY. Introduced by Councilman Troyer and Mencini.
Note: Moved by **motion** from the November 9, 2021 Caucus meeting.

VI. RECREATION COMMITTEE - CHAIRMAN, POINDEXTER:

1. AN ORDINANCE AUTHORIZING THE MAYOR TO GO OUT TO BID FOR THE DEMOLITION OF THE FORMER BROOK PARK MEMORIAL SCHOOL BUILDING AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.
2. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ELECTRIC VEHICLE CHARGING STATION PROGRAM PARTNER AGREEMENT WITH NOACA AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.
3. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CONSTRUCTION RESOURCES, INC. TO PREPARE DETAIL DRAWINGS, SPECIFICATIONS AND BID PACKAGES FOR THE NATATORIUM REPAIR AND A ROOF STUDY AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

VII. SERVICE COMMITTEE - CHAIRMAN, SALVATORE:

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CHANGE ORDER FOR THE CONTRACT WITH FABRIZI TO REPAIR THE WEAR SURFACE OF THE BRIDGE DECK ON ROUTE 237 AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

REGULAR CAUCUS MEETING

DECEMBER 14, 2021

Note: EXECUTIVE SESSION - COLLECTIVE BARGAINING MATTERS - Mayor Gammella.

VIII. ADJOURNMENT:

Posted 12/10/21

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

6896303		NEW		PHOENIX VAPOR LOUNGE LLC 17021 BROOKPARK RD BROOK PARK OH 44142	
PERMIT NUMBER		TYPE			
ISSUE DATE					
11 03 2021					
FILING DATE					
D5		PERMIT CLASSES			
18	110	C	D22213		
TAX DISTRICT		RECEIPT NO.			

FROM 11/05/2021

PERMIT NUMBER		TYPE			
ISSUE DATE					
FILING DATE					
PERMIT CLASSES					
TAX DISTRICT		RECEIPT NO.			



MAILED 11/05/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/06/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **C NEW 6896303**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

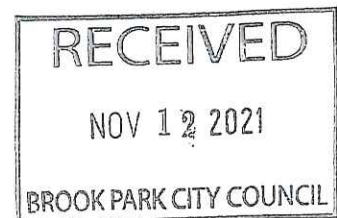
(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF BROOK PARK CITY COUNCIL
6161 ENGLE ROAD
BROOK PARK OHIO 44142



REV 03/09

INTRODUCED BY Mayor Gammella

AN ORDINANCE AMENDING ORDINANCE NO. 11187-2021, THE
APPROPRIATION ORDINANCE FOR THE CITY OF BROOK PARK, AND DECLARING
AN EMERGENCY.

WHEREAS, the amounts appropriated for certain items of expense for 2021 are proving to be
insufficient while surpluses are developing in certain other appropriations.

NOW, THEREFORE, be it ordained by the Council of the City of Brook Park, Ohio:

SECTION 1: That Ordinance No. 11187-2021, passed March 30, 2021, the Appropriation
Ordinance for the City of Brook Park, be amended to reflect the following adjustments:

P/C
CAPTURE 12-7-21
1st R 12-7-21
2nd R 12-21-21
3rd R
B/C

FUND	DEPARTMENT	TRANS ACTION	DESCRIPTION	PRESENT APPROPRIATION	ADJUSTED AMOUNT	ADJUSTED APPROPRIATION
100 GENERAL FUND						
	325 Community Development	511	Regular Wages	82,655.57	(7,000.00)	75,655.57
		519	Fringe Benefits	26,558.61	(1,081.50)	25,477.11
	340 Recreation Commission	511	Regular Wages	6,000.00	500.00	6,500.00
		519	Fringe Benefits	927.00	77.25	1,004.25
	341 Recreation Center	513	Part Time Wages	99,069.81	(25,000.00)	74,069.81
		521	Communications	14,366.96	5,000.00	19,366.96
		524	Repair & Maintenance	14,203.98	9,500.00	23,703.98
	342 Parks & Playgrounds	513	Part Time Wages	25,200.00	(7,000.00)	18,200.00
		519	Fringe Benefits	60,899.42	(1,081.50)	59,817.92
		520	Utilities	44,070.00	3,500.00	47,570.00
		524	Repair & Maintenance	30,674.76	7,500.00	38,174.76
		527	Miscellaneous Expenses	21,865.00	10,720.00	32,585.00
	345 Home Days Celebration	513	Overtime	16,151.38	1,349.55	17,500.93
		522	Equipment Rental	1,500.00	(724.92)	775.08
		523	Professional Services	39,000.00	(132.64)	38,867.36
		524	Repair & Maintenance	1,354.05	(491.99)	862.06
	409 Mechanics	511	Regular Wages	457,116.97	(40,000.00)	417,116.97
		519	Fringe Benefits	170,640.43	(6,180.00)	164,460.43
		529	Contracts	2,294.00	2,161.99	4,455.99
	411 Safety Building	512	Overtime	2,500.00	6,000.00	8,500.00
		519	Fringe Benefits	14,204.74	927.00	15,131.74
		520	Utilities	52,863.00	7,000.00	59,863.00
		529	Contracts	662,420.00	17,700.00	680,120.00
	412 Police Department	511	Regular Wages	3,637,777.37	10,000.00	3,647,777.37
		519	Fringe Benefits	678,985.71	2,083.85	681,069.56
		524	Repair & Maintenance	41,396.86	3,200.00	44,596.86
	414 Disaster Services	520	Utilities	3,209.00	500.00	3,709.00
		524	Repair & Maintenance	2,198.57	1,000.00	3,198.57
		527	Miscellaneous Expenses	3,011.93	750.00	3,761.93
	415 Building Department	511	Regular Wages	379,308.12	(10,000.00)	369,308.12
		519	Fringe Benefits	127,815.74	(1,545.00)	126,270.74
		574	Refunds	100.00	2,500.00	2,600.00
	419 Animal Warden	513	Part Time Wages	20,001.00	12,000.00	32,001.00
		519	Fringe Benefits	18,171.82	1,854.00	20,025.82
	420 Service Director	521	Communications	6,816.89	1,000.00	7,816.89
		527	Miscellaneous Expenses	742.69	250.00	-992.69
	422 Service Building	512	Overtime	1,800.00	1,250.00	3,050.00
		519	Fringe Benefits	28,731.07	193.13	28,924.20
		524	Repair & Maintenance	34,926.50	12,500.00	47,426.50
		527	Miscellaneous Expenses	43,311.69	11,000.00	54,311.69
	424 Street Cleaning	512	Overtime	0.00	1,500.00	1,500.00
		519	Fringe Benefits	0.00	231.75	231.75
	428 Public Properties	521	Communications	3,425.00	600.00	4,025.00
		527	Miscellaneous Expenses	6,798.66	3,800.00	10,598.66
	434 Traffic Lights	529	Contracts	80,000.00	35,000.00	115,000.00
	500 Legal Department	513	Part Time Wages	178,631.56	(50,000.00)	128,631.56
		519	Fringe Benefits	85,270.04	(7,725.00)	77,545.04
		525	Travel & Education	800.00	284.00	1,084.00
		529	Contracts	672.62	100.00	772.62
	610 Finance Department	521	Communications	5,724.00	1,250.00	6,974.00
		523	Professional Services	56,000.00	6,048.00	62,048.00
	641 Office Of Aging	512	Overtime	73.00	300.00	373.00
		513	Part Time Wages	34,927.00	4,000.00	38,927.00
		519	Fringe Benefits	5,407.50	964.35	6,371.85

FUND	DEPARTMENT	TRANS ACTION	DESCRIPTION	PRESENT APPROPRIATION	ADJUSTED AMOUNT	ADJUSTED APPROPRIATION
	700 General Gov't. Lands & Bldgs.	512	Overtime	4,000.00	4,000.00	8,000.00
		519	Fringe Benefits	618.00	618.00	1,236.00
		520	Utilities	150,000.00	(50,000.00)	100,000.00
		524	Repair & Maintenance	21,196.32	(15,087.65)	6,108.67
	825 Workers' Compensation	519	Fringe Benefits	239,625.00	(27,000.00)	212,625.00
	831 Auditor & Treasurer Fees	523	Professional Services	25,000.00	2,028.33	27,028.33
	840 Insurance & Bonding	527	Miscellaneous Expenses	313,925.00	7,309.00	321,234.00
	879 Contingency	529	Contracts	0.00	50,000.00	50,000.00
				8,086,934.34	0.00	8,086,934.34
210 CITY INCOME TAX FUND						
440 Tax Department		571	Transfers	18,382,527.37	1,440,078.00	19,822,605.37
241 STATE HIGHWAY IMPROVEMENT FUND						
425 Street Paving & Repair		524	Repair & Maintenance	25,079.03	50,000.00	75,079.03
		529	Contracts	0.00	6,550.00	6,550.00
				25,079.03	56,550.00	81,629.03
243 ECONOMIC DEVELOPMENT FUND						
325 Community Development		529	Contracts	559,375.91	1,550,000.00	2,109,375.91
264 WATER PARK FUND						
342 Parks & Playgrounds		513	Part Time Wages	49,203.00	(16,015.00)	33,188.00
		520	Utilities	12,500.00	15,000.00	27,500.00
		527	Miscellaneous Expenses	10,193.23	1,015.00	11,208.23
				71,896.23	0.00	71,896.23
310 GENERAL BOND RETIREMENT FUND						
871 Debt Retirement		561	Principal Payment	817,587.53	3,525,000.00	4,342,587.53
872 Debt Service		523	Professional Services	5,000.00	42,750.00	47,750.00
		562	Interest	335,132.50	8,567.36	343,699.86
				1,157,720.03	3,576,317.36	4,734,037.39
401 CAPITAL IMPROVEMENT FUND						
110 Council		552	Equipment	10,000.00	(9,500.00)	500.00
210 Mayor's Court		552	Equipment	1,000.00	1,000.00	2,000.00
341 Recreation Center		552	Equipment	48,750.00	(18,000.00)	30,750.00
342 Parks & Playgrounds		527	Miscellaneous Expenses	0.00	1,347.84	1,347.84
		553	Construction Contracts	112,881.00	30,000.00	142,881.00
400 Mayor's Office		552	Equipment	6,693.91	(4,500.00)	2,193.91
409 Mechanics		552	Equipment	22,219.85	(18,500.00)	3,719.85
411 Safety Building		551	Land/Building Improvements	37,750.00	(20,038.84)	17,711.16
412 Police Department		552	Equipment	182,991.18	(115,000.00)	67,991.18
413 Fire Department		552	Equipment	414,210.15	50,000.00	464,210.15
415 Building Department		552	Equipment	78,000.00	(22,000.00)	56,000.00
423 Sanitation		552	Equipment	198,627.69	23,000.00	221,627.69
425 S.C.M.& R.		552	Equipment	43,000.00	(12,000.00)	31,000.00
427 Trees & Tree Lawns		552	Equipment	60,500.00	(11,000.00)	49,500.00
432 Snow Removal		552	Equipment	107,675.59	45,000.00	152,675.59
433 Street Lighting		553	Construction Contracts	60,000.00	(60,000.00)	0.00
440 Tax Department		552	Equipment	5,062.40	(4,500.00)	562.40
610 Finance Department		552	Equipment	5,000.00	(4,500.00)	500.00
700 General Gov't. Lands & Bldgs.		523	Professional Services	1,964.00	202,890.00	204,854.00
		529	Contracts	500.00	42,500.00	43,000.00
		551	Land/Building Improvements	122,588.00	(96,299.00)	26,289.00
880 Transfers & Refunds		574	Refunds	0.00	100.00	100.00
				1,519,413.77	0.00	1,519,413.77
546 2021 STREET IMPROVEMENT FUND						
425 Street Paving & Repair		523	Professional Services	238,809.60	11,590.40	250,400.00
		553	Construction Contracts	1,849,348.00	(11,590.40)	1,837,757.60
				2,088,157.60	0.00	2,088,157.60
690 MEDICAL BENEFITS FUND						
840 Insurance		519	Fringe Benefits	2,234,479.00	240,000.00	2,474,479.00
712 FIRE PENSION FUND						
413 Fire Department		519	Fringe Benefits	753,673.55	10,000.00	763,673.55
713 S.W.G.H. FUND						
851 Health & Welfare		529	Contracts	107,947.00	4,344.01	112,291.01
				Total Changes	6,877,289.37	

FUND	DEPARTMENT	TRANS- ACTION	DESCRIPTION	PRESENT APPROPRIATION	ADJUSTED AMOUNT	ADJUSTED APPROPRIATION
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SECTION 2: Those portions of Ordinance No. 11187-2021, passed March 30, 2021, which are inconsistent with the provisions adopted herein, are hereby expressly repealed.

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 any of its committees that resulted in formal action were 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 the municipality and the inhabitants thereof. Such emergency existing for the further reason that funds must be immediately appropriated to the designated accounts to meet existing financial obligations of the City. Therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

President of Council

ATTEST: _____
Clerk of Council

Approved: _____
Mayor

Date: _____

ORDINANCE NO. 11230-2021

INTRODUCED BY MAYOR GAMMELLA

P/C
CA Prior 12-7-21
1st R 12-7-21
2nd R 12-21-21
3rd R

AN ORDINANCE TO PROVIDE FOR THE TEMPORARY APPROPRIATIONS OF THE CITY OF BROOK PARK, STATE OF OHIO, FOR THE THREE MONTHS ENDING ON MARCH 31, 2022, AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary for the Council of the City of Brook Park, State of Ohio, to appropriate funds available to meet current expenses of the said City for a three month period ending March 31, 2022.

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

SECTION 1: That to provide for the current expenses and other expenditures of the City of Brook Park, Ohio for the first quarter of the fiscal year ending March 31, 2022, there be appropriated the total of \$18,770,871.90 as shown in Sections 2 thru 10 of this Ordinance.

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
100	GENERAL FUND							
		110 COUNCIL	34,334.00	6,000.00				40,334.00
		111 CLERK OF COUNCIL	18,622.75	500.00				19,122.75
		210 MAYOR'S COURT	32,569.61	7,750.00				40,319.61
		211 MUNICIPAL COURT						0.00
		320 PLANNING COMMISSION	1,661.75					1,661.75
		325 COMMUNITY DEVELOPMENT	14,537.99	250.00				14,787.99
		330 CIVIL SERVICE COMMISSION	6,456.91	250.00				6,706.91
		335 BOARD OF ZONING APPEALS	1,994.10					1,994.10
		340 RECREATION COMMISSION	2,161.75					2,161.75
		341 RECREATION CENTER	108,161.38	57,500.00			150.00	165,811.38
		342 PARKS & PLAYGROUNDS	37,934.34	48,000.00				85,934.34
		343 PUBLIC RECREATION	4,993.13	10,500.00				15,493.13
		345 HOME DAYS CELEBRATION		550.00				550.00
		350 TECH. AND INNOVATION COMM.	477.54					477.54
		351 CHARTER REVIEW COMMISSION						0.00
		400 MAYOR'S OFFICE	76,517.23	16,000.00				92,517.23
		402 HUMAN RESOURCES	17,738.69	4,000.00				21,738.69
		405 CORRECTIONAL FACILITY	51,702.11	25,000.00				76,702.11
		407 SAFETY TOWN						0.00
		409 MECHANICS	135,857.52	2,750.00				138,607.52
		410 SAFETY DIRECTOR						0.00
		411 SAFETY BUILDING	16,229.75	210,000.00				226,229.75
		412 POLICE DEPARTMENT	1,082,184.25	73,000.00				1,155,184.25
		413 FIRE DEPARTMENT	946,932.07	130,000.00				1,076,932.07
		414 DISASTER SERVICE	50.00	1,400.00				1,450.00
		415 BUILDING DEPARTMENT	84,021.20	28,500.00			25.00	112,546.20
		418 SCHOOL GUARDS	10,564.20					10,564.20
		419 ANIMAL WARDEN	25,152.61	6,000.00				31,152.61
		420 SERVICE DIRECTOR	24,739.20	2,000.00				26,739.20
		421 ENGINEERING		12,000.00				12,000.00
		422 SERVICE BUILDING	21,610.03	80,000.00				101,610.03
		423 SANITATION	104,866.46	170,000.00				274,866.46
		424 STREET CLEANING		500.00				500.00
		426 TRAFFIC SIGNS	16,431.57	400.00				16,831.57
		427 TREES & TREE LAWNS	35,115.83	6,350.00				41,465.83
		428 PUBLIC PROPERTIES	55,712.39	2,900.00				58,612.39
		429 SEWERS & DRAINS	142,295.98	50,000.00				192,295.98
		432 SNOW REMOVAL	59,986.86	175,000.00				234,986.86
		433 STREET LIGHTING		108,000.00				108,000.00
		434 TRAFFIC LIGHTS		15,000.00				15,000.00
		500 LEGAL DEPARTMENT	51,489.47	1,600.00				53,089.47
		610 FINANCE DEPARTMENT	107,524.56	21,885.00				129,409.56
		630 TAX REVIEW BOARD						0.00
		641 OFFICE OF AGING	6,847.22	1,000.00				7,847.22
		650 RETIREES	10,000.00					10,000.00
		700 GEN. GOV'T. LANDS & BLDGS.	628.16	110,000.00				110,628.16
		821 P.E.R.S.						0.00
		825 WORKERS' COMPENSATION	500.00					500.00
		826 UNEMPLOYMENT COMP.	5,000.00					5,000.00
		830 ELECTIONS						0.00
		831 AUDITOR & TREAS. FEES		10,000.00				10,000.00
		832 SALE OF DELINQ. LANDS						0.00
		834 COLLECTOR FEES						0.00
		840 INSURANCE & BONDING		1,000.00				1,000.00
		850 COUNTY BOARD OF HEALTH		55,785.00				55,785.00
		874 MISC. EXECUTIVE		150,000.00				150,000.00
		876 CITIZEN OF THE YEAR						0.00
		877 PROPERTY TAX REIMBURSEMENT						0.00
		879 CONTINGENCY						0.00
		880 TRANSFERS, REFUNDS & OTHER					601,000.00	601,000.00
			3,353,602.61	1,601,370.00	0.00	0.00	601,175.00	5,556,147.61

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
210		CITY INCOME TAX FUND						
	440	TAX DEPARTMENT	53,825.04	30,000.00			5,000,000.00	5,083,825.04
211		CITY INCOME TAX OPERATIONAL CASH FUND						
	440	TAX DEPARTMENT		100.00				100.00
215		ADMISSIONS TAX FUND						
	440	TAX DEPARTMENT	6,148.65	1,000.00				7,148.65
220		HOTEL, MOTEL TAX FUND						
	440	TAX DEPARTMENT						0.00
240		STREET C.M. & REPAIR FUND						
	425	STREET PAVING & REPAIR	93,342.45	100,000.00	500,000.00			693,342.45
241		STATE HWY. IMPROVEMENT FUND						
	425	STREET PAVING & REPAIR		70,000.00				70,000.00
242		PERMISSIVE TAX FUND						
	425	STREET PAVING & REPAIR		10,000.00				10,000.00
243		ECONOMIC DEVELOPMENT FUND						
	325	COMMUNITY DEVELOPMENT		1,700,000.00				1,700,000.00
244		BROOKPARK ROAD CORRIDOR FUND						
	325	COMMUNITY DEVELOPMENT						0.00
245		CDBG FUND						
	325	COMMUNITY DEVELOPMENT			276,258.00			276,258.00
250		SPECIAL RECREATION FUND						
	343	PUBLIC RECREATION		16,000.00			500.00	16,500.00
251		KENNEDY PARK CONCESSION FUND						
	342	PARKS & PLAYGROUNDS						0.00
254		CONCESSION STAND PETTY CASH FUND						
	343	PUBLIC RECREATION		1,480.00				1,480.00
255		RECREATION CENTER CONCESSION FUND						
	342	PARKS AND PLAYGROUNDS						0.00
261		HUFSEY/FORBES CONCESSION FUND						
	342	PARKS & PLAYGROUNDS						0.00
262		AMERICAN LEGION CONCESSION FUND						
	342	PARKS & PLAYGROUNDS						0.00
263		WEDO PARK CONCESSION FUND						
	342	PARKS & PLAYGROUNDS						0.00
264		WATER PARK FUND						
	342	PARKS & PLAYGROUNDS		1,500.00				1,500.00
265		PLANT LANE CONCESSION FUND						
	342	PARKS & PLAYGROUNDS						0.00
266		FURTHERANCE OF JUSTICE FUND						
	412	POLICE DEPARTMENT						0.00
270		LAW ENFORCEMENT FUND						
	412	POLICE DEPARTMENT		500.00	5,000.00			5,500.00
271		DWI ENFORCEMENT & EDUCATION FUND						
	412	POLICE DEPARTMENT		500.00				500.00
272		FEDERAL FORFEITURE FUND						
	412	POLICE DEPARTMENT		5,000.00				5,000.00
273		COMMUNITY DIVERSION PROGRAM FUND						
	412	POLICE DEPARTMENT						0.00
275		CONTINUING TRAINING PROGRAM FUND						
	412	POLICE DEPARTMENT		500.00				500.00
280		FEMA FUND						
	700	GEN. GOV'T. LANDS & BLDGS.						0.00
281		BROOK PARK CORONAVIRUS FUND						
	700	GEN. GOV'T. LANDS & BLDGS.					64,130.00	64,130.00
282		AMERICAN RESCUE PLAN FUND						
	700	GEN. GOV'T. LANDS & BLDGS.						0.00
290		INSURANCE FUND						
	840	INSURANCE & BONDING		10,000.00				10,000.00
			153,316.14	1,946,580.00	781,258.00	0.00	5,064,630.00	7,945,784.14

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
310		GENERAL BOND RETIREMENT FUND						
	871	DEBT RETIREMENT				71,757.41		71,757.41
	872	DEBT SERVICE						0.00
			0.00	0.00	0.00	71,757.41	0.00	71,757.41

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
401		CAPITAL IMPROVEMENT FUND						
	110	COUNCIL						0.00
	210	MAYOR'S COURT						0.00
	341	RECREATION CENTER			25,000.00			25,000.00
	342	PARKS & PLAYGROUNDS			215,000.00			215,000.00
	343	PUBLIC RECREATION						0.00
	400	MAYOR'S OFFICE						0.00
	402	HUMAN RESOURCES						0.00
	409	MECHANICS			1,250.00			1,250.00
	410	SAFETY DIRECTOR						0.00
	411	SAFETY BUILDING			5,000.00			5,000.00
	412	POLICE DEPARTMENT			25,000.00			25,000.00
	413	FIRE DEPARTMENT			450,000.00			450,000.00
	415	BUILDING DEPARTMENT			20,000.00			20,000.00
	419	ANIMAL WARDEN						0.00
	422	SERVICE BUILDING			45,000.00			45,000.00
	423	SANITATION			48,307.74			48,307.74
	424	STREET CLEANING						0.00
	425	STREET PAVING & REPAIR			30,000.00			30,000.00
	426	TRAFFIC SIGNS						0.00
	427	TREES & TREE LAWNS						0.00
	428	PUBLIC PROPERTIES						0.00
	429	SEWERS & DRAINS			50,000.00			50,000.00
	432	SNOW REMOVAL			45,000.00			45,000.00
	433	STREET LIGHTING						0.00
	434	TRAFFIC LIGHTS						0.00
	440	TAX DEPARTMENT			100.00			100.00
	500	LEGAL DEPARTMENT			1,000.00			1,000.00
	610	FINANCE DEPARTMENT			100.00			100.00
	700	GEN. GOV'T. LANDS & BLDGS.			200,000.00			200,000.00
	880	TRANSFERS & REFUNDS					150,000.00	150,000.00
			0.00	0.00	1,160,757.74	0.00	150,000.00	1,310,757.74

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
459		SEWER IMPROVEMENTS FUND						
	429	SEWERS & DRAINS		25,650.00	10,000.00			35,650.00
517		SOUND INSULATION PROGRAM FUND						
	325	COMMUNITY DEVELOPMENT		30,000.00				30,000.00
545		2018/2019 STREET IMPROVEMENT FUND						
	425	STREET PAVING & REPAIR					1,317,775.00	1,317,775.00
546		2021 STREET IMPROVEMENT FUND						
	425	STREET PAVING & REPAIR		75,000.00	1,200,000.00			1,275,000.00
547		2022 STREET IMPROVEMENT FUND						
	425	STREET PAVING & REPAIR		150,000.00				150,000.00
			0.00	280,650.00	1,210,000.00	0.00	1,317,775.00	2,808,425.00

SECTION 7: THAT THERE BE APPROPRIATED FROM THE PAYROLL AND PUBLIC
TRUST FUNDS THE FOLLOWING AMOUNTS:

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
711		POLICE PENSION FUND						
	412	POLICE DEPARTMENT	125,000.00					125,000.00
712		FIRE PENSION FUND						
	413	FIRE DEPARTMENT	155,000.00					155,000.00
713		SOUTHWEST GENERAL HOSPITAL FUND						
	851	HEALTH & WELFARE						0.00
714		CASH BONDS HELD FUND						
	874	MISC. EXECUTIVE		25,000.00				25,000.00
716		BUILDING STANDARDS BOARD FUND						
	415	BUILDING DEPARTMENT		15,000.00				15,000.00
717		UNCLAIMED MONIES FUND						
	874	MISC. EXECUTIVE						0.00
750-777		PAYROLL ACCOUNTS		33,000.00				33,000.00
			280,000.00	73,000.00	0.00	0.00	0.00	353,000.00

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
920		SPECIAL ASSESSMENT BOND RET. FUND						
	871	DEBT RETIREMENT						0.00
	872	DEBT SERVICE						0.00
			0.00	0.00	0.00	0.00	0.00	0.00

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
690		MEDICAL BENEFITS FUND						
	840	INSURANCE	700,000.00					700,000.00
			700,000.00	0.00	0.00	0.00	0.00	700,000.00

SECTION 10: THAT THERE BE APPROPRIATED FROM THE RETIREES' ACCRUED BENEFITS FUND THE FOLLOWING AMOUNTS:

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
691		RETIREES' ACCRUED BENEFITS FUND						
	650	RETIREES	25,000.00					25,000.00
			25,000.00	0.00	0.00	0.00	0.00	25,000.00
			4,511,918.75	3,901,600.00	3,152,015.74	71,757.41	7,133,580.00	18,770,871.90

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 necessary for the immediate preservation of the public peace, health, and safety. Such necessity exists by reason of the fact that funds must be made available and be appropriated to provide for the current expenses and payments thereof for the first three months of the fiscal year ending March 31, 2022. Therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____

APPROVED _____
MAYOR

DATE _____

Draft

CITY OF BROOK PARK

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO ADVANCE AND TRANSFER FUNDS TO THE SPECIFIED FUNDS AND DECLARING AN EMERGENCY

WHEREAS, the Auditor for the State of Ohio has requested Council approve the below referenced advances and transfers.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOK PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1: That the Finance Director be and is hereby authorized to advance and transfer funds to the specified funds as follows:

FROM:	TO:	AMOUNT
100 General Fund (Advance)	245 CDBG Fund	\$150,000.00
210 City Income Tax Fund	100 General Fund	\$17,004,283.58
	401 Capital Improvement Fund	\$2,818,321.79
401 Capital Improvement Fund	245 CDBG Fund	\$126,258.00
	310 General Bond Retirement Fund	\$790,156.44
	546 2021 Street Improvement Fund	\$850,000.00

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

SECTION 3: This Ordinance shall take effect and be in force from and after the earliest time by law.

RULE 7: ORDER OF BUSINESS

The business of all regular meetings of the Council shall be transacted in the following order, unless the Council shall, by a majority vote (4), suspend the rule and change the order.

- A. ROLL CALL OF MEMBERS
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF MINUTES OF PRECEDING MEETINGS
- D. REPORTS OF STANDING COMMITTEES
- E. REPORTS OF SPECIAL COMMITTEES
- 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)
- K. MISCELLANEOUS BUSINESS, APPOINTMENTS, CONFIRMATIONS
- L. REMARKS FROM THE AUDIENCE ON ANY SUBJECT MATTER
- M. INTRODUCTION OF ORDINANCES AND RESOLUTIONS (FIRST READING)
- N. SECOND READING OF ORDINANCES AND RESOLUTIONS
- O. THIRD READING OF ORDINANCES AND RESOLUTIONS
- P. ADJOURNMENT

is hereby amended to read:

RULE 7: ORDER OF BUSINESS

The business of all regular meetings of the Council shall be transacted in the following order, unless the Council shall, by a majority vote (4), suspend the rule and change the order.

- A. ROLL CALL OF MEMBERS
 - B. PLEDGE OF ALLEGIANCE
 - C. APPROVAL OF MINUTES OF PRECEDING MEETINGS
 - D. REPORTS OF STANDING COMMITTEES
 - E. REPORTS OF SPECIAL COMMITTEES
 - 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
 - K. MISCELLANEOUS BUSINESS, APPOINTMENTS, CONFIRMATIONS
 - L. REMARKS FROM THE AUDIENCE ON ANY SUBJECT MATTER
-

- M. INTRODUCTION OF ORDINANCES AND RESOLUTIONS (FIRST READING)
- N. SECOND READING OF ORDINANCES AND RESOLUTIONS
- O. THIRD READING OF ORDINANCES AND RESOLUTIONS
- P. ADJOURNMENT

RULE 12: ORDINANCES AND RESOLUTIONS:

a. **INTRODUCTION:** Ordinances and Resolutions shall be introduced in the Council only in printed form, with the name of the Committee introducing the same endorsed thereon, or by the Mayor, except if legislation is introduced by a Councilman on the floor of Council, then it shall carry his name. All ordinances and resolutions shall be read by title only on the day introduced and shall be referred to Committee by the Presiding Officer.

is hereby amended to read:

RULE 12: ORDINANCES AND RESOLUTIONS:

a. **INTRODUCTION:** Ordinances and resolutions shall be introduced in the Council only in printed form, with the name of the committee introducing the same endorsed thereon, or by the Mayor, except if legislation is introduced by a Councilman on the floor of council, then it shall carry his name.

RULE 19: PERMISSION REQUIRED TO ADDRESS COUNCIL

Persons other than Members of the Council and City Officers shall not be permitted to address Council except upon introduction by the presiding officer. Each citizen must identify himself, and his residential address, for purpose of the Public Record. Each citizen shall at all times during any Regular or Special Council meeting conduct themselves in a professional manner. They shall not use offensive or threatening language to elected or appointed officials or to the attending public. They shall comply with the Rules of Council 2018-2019. Verbal Approval 10/18/16.

Is hereby amended to read:

RULE 19: PERMISSION REQUIRED TO ADDRESS COUNCIL:

Persons other than Members of the Council and City Officers shall not be permitted to address Council except upon introduction by the presiding officer. Each citizen must identify himself, and his residential address, for purpose of the Public Record. Each citizen shall at all times during any Regular or Special Council meeting conduct themselves in a professional manner. They shall not use offensive or threatening language to elected or appointed officials or to the attending public.

The public will be allotted five minutes (5) to address Council and City Officers. It will be up to the Presiding Officer or Council to permit an extension of the time limit allowed. All Citizens shall comply with the Rules of Council 2020-2021.

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: COUNCILMAN TROYER, *Mencini*

P/C 10-5-21 Legislative
CA 10-21-21
1st R _____
2nd R _____
3rd R _____
B/C _____
Caucus 11-9-21
Caucus 12-14-21

AN ORDINANCE ENACTING CHAPTER 527 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED "FLYING MODEL AIRCRAFT/UNMANNED AERIAL VEHICLES (UAVs)", AND DECLARING AN EMERGENCY

WHEREAS, the city desires to enact a codified chapter that defines the regulations as they apply to the operation of any model aircraft, unmanned aircraft, drone, or other unmanned aerial vehicle within the city of Brook Park;

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

SECTION 1: Chapter 527 of the Brook Park Codified Ordinances, entitled "Flying Model Aircraft/Unmanned Aerial Vehicles (UAVs)" is hereby enacted to read as follows:

CHAPTER 527

Flying Model Aircraft/Unmanned Aerial Vehicles (UAVs)

527.01 PURPOSE. The purposes of this chapter are to establish limitations on flying model aircraft/unmanned aerial vehicles (UAVs) within the City and to establish reasonable and uniform regulations to minimize and control the negative secondary effects of flying model aircraft/unmanned aerial vehicles (UAVs) within the City, all in order to promote the health, safety, and welfare of the citizens of the City.

527.02 Operation.

- (a) No person shall operate, within the city limits of Brook Park, any model aircraft, unmanned aircraft, drone, or other unmanned aerial vehicle (collectively, "UAVs") which is controlled by radio, electronic, or similar free flight operation, by a person,

computer, or machine on the ground or otherwise, in a manner such that the UAV flies within 1,000 feet of any of the following:

- (1) Public or private school property, without the express written consent of the individual authorized to grant said consent. This would include all the athletic facilities located on school property as well as all school buildings;
 - (2) All city owned buildings, without the express written consent of the Mayor or Police Chief;
 - (3) City owned water towers;
 - (4) Utility power sub stations;
 - (5) Active crime scenes;
 - (6) Active fire or accident scenes; and
 - (7) Cell towers.
- (b) In addition to the above, the following shall govern the use of said UAVs:
- (1) Sustained operation of above any roadway is prohibited where such operation could impair drivers' line of sight, distract drivers, or come into contact with motor vehicles operating within said roadways;
 - (2) Operation to capture images of people on private property that would otherwise not be visible without the use of the UAV is prohibited;
 - (3) Operation before dawn and after dusk is prohibited, unless prior authorization has been given by the Chief of Police, or his or her designee; and
 - (4) No person shall equip any drone with any weapon such as a firearm, explosive device, incendiary device, ballistic knife, knife, zip gun or any other dangerous ordnance as described in sections 2923.11 or 2923.24 of the Ohio Revised Code or any similar device.

527.99 Penalty.

- (a) Whoever violates this section is guilty of a misdemeanor of the first degree.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with the 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 enact Chapter 527 of the Park Codified Ordinances; 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.

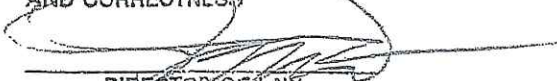
PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

11-16-21 Recreation
CA 12-14-21
1st R _____
2nd R _____
3rd R _____
4th R _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO GO OUT TO BID FOR THE DEMOLITION OF THE
FORMER BROOK PARK MEMORIAL SCHOOL BUILDING,
AND DECLARING AN EMERGENCY

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

SECTION 1: The Council for the City of Brook Park authorizes
the Mayor to go out to bid for the demolition of the former Brook
Park Memorial School Building, Permanent Parcel No. 343-17-088.

SECTION 2: The money needed for the aforesaid transaction
shall be paid from fund 243, the Economic Development fund.

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

SECTION 4: This Ordinance is hereby declared to be an
emergency measure immediately necessary for the preservation of the
public peace, health, safety and welfare, and to go out to bid for
for the demolition of the former Brook Park Memorial School
Building; 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

PIC 12-7-21 Reception
CA 12-14-21
1st R _____
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ELECTRIC
VEHICLE CHARGING STATION PROGRAM PARTNER AGREEMENT WITH NOACA,
AND DECLARING AN EMERGENCY

WHEREAS, the Northeast Ohio Areawide Coordinating Agency
(herein referred to as NOACA) has secured Federal funding to
provide electric vehicle charging stations; and

WHEREAS, the City of Brook Park owns the property located at
17400 Holland Road, a portion of that property is the proposed site
for the installation, operation and maintenance of the electric
vehicle charging station under the project.

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 an electric vehicle charging station program partner
agreement with NOACA.

SECTION 2: The cost is to be 100% funded by NOACA, as
evidenced by the attached Exhibit "1".

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

SECTION 4: This Ordinance is hereby declared to be an
emergency measure immediately necessary for the preservation of the
public peace, health, safety and welfare of said City, and for the
further reason that Council deems it necessary for the Mayor to

enter into said agreement with 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: _____

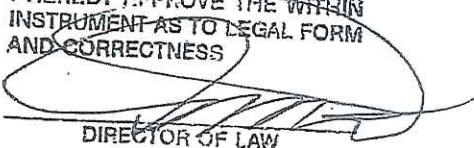
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

Electric Vehicle Charging Station Program Partner Agreement

THIS AGREEMENT is made effective and entered into as of the date last signed by the parties by and between the **City of Brook Park, Ohio** hereinafter referred to as the **Partner**, 6161 Engle Road, Brook Park, Ohio 44142; and the Northeast Ohio Areawide Coordinating Agency, herein referred to as **NOACA**, 1299 Superior Avenue, Cleveland, Ohio, 44114.

1. PURPOSE

- 1.1 Chapter 23, Section 133 of the United States Code provides states with Federal funds to conduct the Congestion Mitigation and Air Quality (CMAQ) program and the funds apportioned to Ohio under 23 U.S.C. 149 are administered by the Ohio Department of Transportation ("ODOT").
- 1.2 NOACA has been allocated federal funds and is contributing a portion of local funds for a project involving the planning, distribution and installation of DCFC and/or Level 2 Dual Port Electric Vehicle Charging Stations at multiple locations throughout Cuyahoga, Geauga, Lake, Lorain and Medina counties (hereinafter the "Project"), which has received Federal Highway Administration ("FHWA") approval and authorization. The Project is identified as PID 112897, and named District 12/District 3 NOACA EV Charging Stations.
- 1.3 The Partner is authorized to enter into a contract with NOACA to administer the design, qualification of bidders, competitive bid letting, use of the improvement on local agency property, construction inspection, research, and acceptance of any projects or transportation facilities, provided the administration of such projects or transportation facilities is performed in accordance with all applicable local, state and federal laws and regulations with oversight by ODOT, specifically including Section 5501.03 of the Ohio Revised Code as to the Ohio Department of Transportation.
- 1.4 Brook Park owns the property known as and located at 17400 Holland Road, Brook Park, Ohio 44142 and agrees to allow use of a portion of that property as a site for installation, operation and maintenance of electric vehicle charging stations under the Project.
- 1.5 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the Project and to establish the responsibilities for NOACA and the Partner in administration, construction, operation and maintenance of the Project.

2. FUNDING

- 2.1 NOACA shall use the above-mentioned federal funding and the local share that NOACA is providing to pay for all eligible items at a rate of 100% participation to implement the Project as scoped, including all expenses associated with preliminary engineering, design, planning, construction and construction administration activities.
- 2.2 Unless otherwise agreed to in writing between the parties, Partner shall not be responsible for any costs of the development and construction of the Project, including costs related to preliminary engineering, environmental engineering, design and plans, construction contractor costs for purchase and installation of EV charging station equipment and software, site preparation, marking of parking spaces, extension of electric supply lines and connection to the charging stations.

3. NOTICE

3.1 Notice under this Agreement shall be directed as follows:

NOACA and the Partner shall designate a point of contact for all communications with associated with performance of the Project. The point of contact shall be responsive to all communications in the performance of the Project. As of the Effective Date of this Agreement, the parties designate the following contacts:

NOACA:

Randy Lane
NOACA
1299 Superior Avenue
Cleveland, OH 44114
rlane@mpo.noaca.org
(216) 241-2414, ext. 300

PARTNER:

Mayor
City of Brook Park, Ohio
6161 Engle Road
Brook Park, Ohio 44142
chorvath@cityofbrookpark.com
(216) 433-1300 Ext.4200 or 4222

4. TERM

The Term of this Agreement shall begin on the above-stated effective date and, unless otherwise terminated as provided in this Agreement, shall last for a period of five (5) years, which period shall coincide with the duration of the Project funding period with FHWA.

5. EXPIRATION AND TERMINATION PROVISIONS

5.1 This Agreement and obligation of the parties herein may be terminated by either party with thirty (30) days advance written notice to the other party. In the event of termination during construction, NOACA shall order a cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs at the site, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as NOACA and/or ODOT may require.

6. OBLIGATIONS/RESPONSIBILITIES OF NOACA

6.1 NOACA will service as the Local Public Agency ("LPA") for the project, assuming all responsibilities to FHWA and ODOT in adherence to all requirements contained with the Locally Administered Transportation Projects Manual of Procedures. NOACA will engage the services of any consultants and contractors necessary to perform the Project provided under this Agreement.

6.2 NOACA will, in coordination with the Partner, assess potential sites to determine level of scope, costs, and schedule for charger installation at the identified site.

6.3 NOACA will be responsible for:

- a. Development of detailed project scope and location identification as well as an engineer's estimate identifying all costs necessary for implementation of the Project.

- b. Development of the Plans, Specifications and Estimate (PS&E) package in accordance with ODOT Project Development Process (PDP) requirements, including:
 - Environmental (NEPA) Documentation
 - Right of Way Certification to ODOT
 - Design Plans (Consultant, proposed Design-Build)
 - Construction Specifications (Design-Build Scope)
 - Bidding Documents
 - c. Procurement and contract award for charging station equipment, electrical upgrades, and all labor necessary for proper installation
 - d. Directly or through a consultant perform construction inspection
 - e. Directly or through its Project contractor, obtain any applicable zoning and building permits, certificate of occupancy or other license, permit and approval. To the extent necessary to obtain such permit, license or approval, Partner will cooperate with NOACA or its contractor in obtaining such permit, license or approval as may be necessary.
- 6.4 NOACA shall provide copies of its plans, drawings, specifications for the construction and installation of the EV charging stations at Partner's site for review and acceptance,
- 6.5 NOACA shall require of its construction contractor that it indemnify and hold harmless the State of Ohio and ODOT and that such contractor maintain those levels of liability, motor vehicle and Worker's Compensation insurance coverage that are provided in Section 107.12, of ODOT's Construction & Materials Specifications (Jan. 2019, as amended).
- 6.6 Typical construction items for which NOACA is responsible depending on site conditions, include:
- New charging station units and associated equipment.
 - Conduit, signage at the parking spot, bollards, cable/wiring and electrical service box disconnects.
 - Concrete or asphalt addition or replacement.
 - Paint striping and stenciling of the charging station parking spaces.
 - Charging station installation labor (electrical, trenching, etc.)
 - Annual network fees for up to 5 years included in the original purchase price
 - Warranty and annual maintenance contract costs for the charging equipment (at least 5 years warranty required) included in the original purchase price
 - Construction inspection
- 6.7 NOACA shall require that its contractor or vendor cooperate with the Partner in setting up multiple pay options which users may employ to pay for any fee that may be charged for use of the EV charging stations under Section 12.
- 6.8 NOACA or its contractor or vendor will be responsible for registering the location, hours of availability and other details about the EV charging stations in any mapping or other relevant EV charging station database.
- 6.9 NOACA will ensure compliance with all federal requirements associated with project

implementation, including environmental review, coordination of right of way or rights to locate on specific properties, design, contracting and reporting.

- 6.10 NOACA will include provisions in its Project or construction contract requiring that routine troubleshooting of the EV charging equipment and network upgrades are included under that contract for the five (5) year useful life of the charging units.

7. OBLIGATIONS/RESPONSIBILITIES OF PARTNER

- 7.1 As provided in Section 8, Partner will provide access to a specific location on its property for the construction, maintenance and use of the EV charging stations for the duration of the project, which coincides with the life expectancy of the charging stations of five (5) years.

- 7.2 Partner will coordinate with NOACA in:

- a. The assessment of potential sites to determine level of scope costs, and schedule for charger installation at each identified site;
- b. The development of detailed project scope and location identification.
- c. The development of an engineer's estimate identifying all costs necessary for implementation.
- d. The certification of availability of necessary property to comply with FHWA regulations for federally funded projects.

- 7.3 Partner will within this Agreement grant NOACA a right of entry onto its property to perform inspections or surveys in the planning of construction and for the full construction/installation of the EV charging station equipment at Partner's site. In the event that any additional or supplemental instrument or conveyance is needed to allow such construction as well as troubleshooting and installation of network updates, during the term of this Agreement, Partner will cooperate to provide such instrument.

- 7.4 Partner will allow for the installation of any additional electrical service facilities across its property which may be necessary to provide a power source to the EV charging stations.

- 7.5 Partner will maintain public access to the EV charging stations site for no less than twelve (12) hours per day for the useful life of the equipment of five (5) years.

8. RIGHT OF ENTRY AND LICENSE

- 8.1 The Partner hereby grants a temporary license and permission for a Right of Entry to NOACA, its consultants, contractors and subcontractors, and utility providers ("Agents") for entry onto the work area located at *17400 Holland Road, Brook Park, O* for the purpose of making surveys and tests and constructing the Project, including installation of electric vehicle supply equipment ("EVSE"), necessary site and utilities improvements to operate the EVSE.

- 8.2 This Temporary Right of Entry and License shall commence on the effective date of this Agreement and shall continue until the date of final construction completion and mutual acceptance (the "Term"), unless extended in writing pursuant to the mutual agreement of the parties hereto, at which time NOACA and its Agents shall vacate the property.
- 8.3 Use of the Work Area and the installation of the Project shall be in compliance with the requirements of all applicable Federal, State and local laws, ordinances, rules and regulations.
- 8.4 NOACA and its Agents shall coordinate all Improvements onsite with the designated Partner contact for the Work Area by telephone or by email.
- 8.5 NOACA, and its Agents shall notify the Partner contact at least 72 hours prior to entry onto the Work Area, and immediately if any unusual conditions are encountered. NOACA, or its Agents, shall provide the following information to the Partner contact at the time of notification:
- (i) Access routes to and from the Work Area;
 - (ii) Type, size and number of vehicles and crews to be used to perform the work; and
 - (iii) Copies of all plans, drawings, permits, etc., including, but not limited to permits related to sediment and erosion control and storm-water management.
- 8.6 Any and all proposed trimming of trees, cutting of timber and/or clearing of the Work Area by NOACA and its Agents, will be reviewed, approved and inspected by the Partner before any work is begun, to ensure that all such proposed work is permitted and within the Work Area.
- 8.7 NOACA and its Agents shall take any and all precautionary measures to protect any sensitive and threatened or endangered species and habitats.
- 8.8 In the event that historical, cultural or archeological resources are uncovered during the course of construction, work shall be halted immediately and NOACA shall contact State and Federal oversight agencies for guidance.
9. OWNERSHIP OF PROJECT EQUIPMENT
- 9.1 Upon completion of installation and construction EV charging station at the Partner's site and confirmation that the equipment is fully operational, the Partner will be considered to be the owner of the charging stations and thereafter responsible for providing maintenance as covered in Section 10, including maintenance of an electric power supply.
- 9.2 Partner shall be required to maintain the charging stations at its site for a period of five (5) years. Upon the expiration of that five-year period, coinciding with the expiration of this Agreement, Partner may choose to retain the equipment in place and to operate it; or choose to have the equipment removed and discontinue making the charging stations available to the public.
- 9.3 In the event that Partner determines to retain and operate the equipment following the expiration of the five-year period, the Partner will be responsible for maintaining an

agreement with a vendor for management of, receipt and disbursement of fees charges under Section 12.

10. PROJECT MAINTENANCE

- 10.1 23 United States Code, Section 116 requires a formal agreement with the appropriate officials of jurisdiction in which the project is located to provide for the maintenance of the PROJECT for the useful life of five (5) years, beginning from the date the facility is open to the public. The Partner shall be responsible for the maintenance of the PROJECT under this agreement. This includes the maintenance of electrical vehicle supply equipment and associated site improvements to allow for continued operation and functionality. The Partner shall also maintain public access to the site for 12 hours or more per day for the full useful life.
- 10.2 Maintenance under this Section shall include maintaining an electric power supply to the charging equipment and paying the costs of such electric service.
- 10.3 The Project will be included for review under NOACA's annual Project Maintenance Monitoring Policy. If selected for maintenance review, NOACA will coordinate with the Partner to perform a site maintenance review in accordance with the policy, which may result in corrective plans and action to ensure the facility continues to be functional and accessible for public utilization.

11. DATA SHARING AND REPORTING

- 11.1 The Partner will provide, or arrange to be provided through the Electric Vehicle Supply Equipment (EVSE) provider, usage data reports on a semi-annual basis for the five-year useful life (10 total reports). For each EVSE unit installed under this agreement, the following information, in summary form, will be required:
1. Location: Site name, EVSE ID number, address, city, zip, county
 2. Operational uptime (percentage)
 3. Number of charge events
 4. Number of unique vehicles
 5. Average charge time per event (minutes)
 6. Average kW per charge event
 7. Total kW consumed

12. FEE STRUCTURE

- 12.1 The Partner shall have the right to set and collect user or convenience fees to offset costs associated with electricity supply to and maintenance of EVSE. The Partner shall not monetarily profit or direct fees collected to any other purpose.
- 12.2 Payment of the fee shall be available through several optional forms: web/mobile application, pay card, subscription and credit card at point of sale.
- 12.3 Management of the fee payment system will be handled by NOACA's Project contractor or vendor, who shall collect the fees and disburse revenue. Details of the collection, management and disbursement of fees will be set out in a separate written Agreement to be entered after NOACA has awarded the Project construction contract.
-

12.4 The Partner may apply the revenue resources to reimbursement costs of electricity supply and costs of maintenance or repair of the charging units during the term of this Agreement.

12.5 Following the term of this Agreement, in the event that Partner chooses to retain the electric vehicle charging equipment in place and operate and manage that equipment, Partner will be required to enter into a new, separate agreement for a party to manage collection of fees and disbursement of revenue.

13 INDEMNIFICATION

13.1 NOACA, to the extent allowable under law in the State of Ohio, and its Project contractor shall indemnify and save harmless the Partner against and from all expenses, liabilities, obligations, damages, penalties, claims, accidents, costs and expenses, including reasonable attorneys' fees paid, suffered or incurred for death or damage or injury to persons or property in whole arising out of the carelessness, negligence, or improper conduct of NOACA or its contractor or subcontractors, its agents, servants, employees or licensees resulting from its performance of its obligations under this Agreement or its use and occupancy of the Premises. Partner's liability shall be determined in accordance with Ohio Revised Code Chapter 2744. Notwithstanding anything to the contrary in this Agreement, no party shall be required to indemnify another party from or against such other party's intentional acts or omissions or negligence.

13.2 This provision may be met by maintaining liability insurance policies as outlined in Section 107.12 of the ODOT CMS and providing to Partner copies of certificates of insurance coverage.

14. GENERAL

14.1 Neither this contract, nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.

14.2 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

14.3 Performance by the Partner as a political subdivision of the State of Ohio and in the event that the Agreement requires the payment of money, the Agreement is subject to Section 5705.41 requiring the certification of availability of funds by the Fiscal Officer of the political subdivision.

14.4 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

14.5. NOACA agrees for itself and its project contractors that it is in compliance with the requirements of R.C. § 125.111.

- 14.6 NOACA certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. NOACA understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 14.7. NOACA affirms that it is compliant with R.C. § 3517.13.
- 14.8 NOACA affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. NOACA has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.
- 14.9 Pursuant to R.C. § 9.76 (B), NOACA warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
- 14.10 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Signatures delivered electronically (by facsimile or electronic mail) shall be deemed originals for all intents and purposes. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 14.11 While this Agreement is captioned as Partner Agreement, neither that title nor any provision of this Agreement creates any agency, partnership, employer/employee, joint venture or other relationship between the Partner and NOACA.
- 14.12 If any term, covenant or condition of this Agreement or the application thereof to any part, person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

NORTHEAST OHIO AREAWIDE COORDINATING AGENCY	NORTHEAST OHIO AREAWIDE COORDINATING AGENCY
By:	By:
Legal Counsel	Executive Director
Date:	Date:
PARTNER: City of Brook Park, Ohio	PARTNER: City of Brook Park, Ohio
By:	By:
Legal Counsel: Carol Horvath	Mayor City of Brook Park, Ohio
Date:	Date:

PIC 12-7-21 Reception
CA 12-14-21
1st R _____
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CONSTRUCTION RESOURCES, INC. TO PREPARE DETAIL DRAWINGS, SPECIFICATIONS, AND BID PACKAGES FOR THE NATATORIUM REPAIR, AND A ROOF STUDY AND DECLARING AN EMERGENCY

WHEREAS, Construction Resources, Inc., prepared a comprehensive study of the natatorium's roof and walls, which are in need of repair; and

WHEREAS; this Council finds that design services are needed to prepare the necessary detail drawings and construction documents for the exterior envelope and to assist with preparing the specifications for the bid packages for the repairs to the natatorium; the services proposed are attached and incorporated as Exhibit "A";

WHEREAS, this Council further finds that a roof study is needed for the overall City Hall building and shall retain Construction Resources, Inc. for said study as proposed in Exhibit "B".

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

SECTION 1: The Council for the City of Brook Park authorizes the Mayor to enter into an agreement with Construction Resources, Inc., for the design services proposed in Exhibits "A" and "B".

SECTION 2: The money needed for the aforesaid transaction shall be paid from fund 401, and shall not exceed \$171,600.00

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, and enter into a contract with Construction Resources, Inc. for consulting design services for repair of the natatorium and a roof study for the entire City Hall building; 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: _____

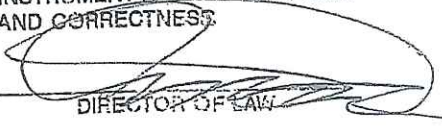
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

CONSTRUCTION RESOURCES, INC.

33900 Station Street
Solon, OH 44139
(440) 248-9800 Fax (440) 248-9939

EXHIBIT**PROPOSAL**

FOR CONSULTING SERVICES

Page No. 1 of 1 Page

To: Mr. Mark J. Elliott
Recreation Director
City of Brook Park
17400 Holland Road
Brook Park, OH 44142

SERVICE: Design Service

LOCATION: Natatorium

PHONE: (216) 433-1545

DATE: 11/8/21

We hereby submit the following outline for consulting services:

Upon your acceptance of this proposal, Construction Resources, Inc. will be engaged to prepare detail drawings and construction documents for the exterior envelope repair to the natatorium building segment. Makarich Structural Engineering LLC will assist us in design of the structural components and their fee of \$5,000 is included in the fee stated below. The liability for the work to be contracted lies with the awarded contractor and the manufacturers of the products they install.

We will prepare a draft package of full specifications and drawings for your approval, in keeping with the recommendations made in our recent study report. Subsequent to your approval of the design documents, we will provide a listing of qualified contractors that should be invited to the prebid meeting. We will be present at the prebid meeting to answer appropriate bidder questions and explain the scope of the project. We will assist in reviewing the bids that are submitted to the Client in sealed envelopes and in recommending the bid to accept.

The draft plans and specifications will be reviewed with you within 90 days from acceptance of this proposal and your approval to proceed, weather permitting.

A separate proposal for a field observation and/or contract administration and project meeting service will be submitted, upon your request.

WE PROPOSE hereby to furnish consulting services--complete according to this outline, for the sum of:

One Hundred Thirty Three Thousand and zero/100-----dollars (\$133,000.00)

Payable as follows: Net 30 days billing.

The Consultant's services consist of those services done by Construction Resources, Inc., its employees, or outside consultants who may be required to perform the intended scope of work as outlined. The services provided by the Consultant, its findings, or reports prepared will be in accordance with its proposal, Owner's acceptance of these agreements, and generally accepted principles and practices of the industry. In performing its services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of its industry. Statements made in reports by the Consultant are opinions based on Judgment and are not to be construed as representations of fact. Consultant's liabilities are limited to the total amount of the fee charged to the client.

Authorized signature:



Bud Griffith, President

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL -- The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

CONSTRUCTION RESOURCES, INC.

33900 Station Street
Solon, OH 44139
(440) 248-9800 Fax (440) 248-9939

EXHIBIT

"b"

PROPOSAL

FOR CONSULTING SERVICES

Page No. 1 of 1 Page

To: Mr. Mark J. Elliott
Recreation Director
City of Brook Park
17400 Holland Road
Brook Park, OH 44142

SERVICE: Roof Study

BUILDING: City Hall overall building

PHONE: (216) 433-1545

DATE: 11/15/21

We hereby submit the following outline for consulting services:

Upon your acceptance of this proposal, Construction Resources, Inc. will be engaged to conduct a study of the remaining low-sloped roof areas on the Brook Park City Hall at large, as defined by the Client. The Client agrees that Construction Resources will be relieved from all responsibility and liability of any warranty or other issues that may be caused by this study. Terik Roofing will assist us and their costs for materials and labor of \$3,600 is included in the fee below.

The Client will offer us copies of all construction documents, submittals, a history of the roof areas, renovations drawings, past study reports, and any other pertinent information that should be shared about the roof systems.

Destructive testing will be done for the roof areas as part of the fieldwork. Our study procedures will include a physical inspection of the roof areas, including the deck underside where the Owner can give us access. The fieldwork will be done on Monday through Friday during the hours of 8AM and 5PM. We will attempt ascertain the condition of the roof system, its components, including walls and projections above roofline. No drawings will be prepared within the study report, but digital photos will be taken and included in the report.

Recommendations for repairs and restoration will be included in the study results, along with costs and budgets to assist in planning future repair or replacement expenditures. The study report will be delivered to you and reviewed. The study will be completed within 90 days from the acceptance of this proposal, weather permitting.

A separate proposal will be made, upon request, for a Phase II (plans and specifications for repairs/replacement work to bid) and a Phase III (contract administration and project meetings of awarded projects) engagement.

WE PROPOSE hereby to furnish consulting services—complete according to this outline, for the sum of:

Thirty Eight Thousand Six Hundred and zero/100-----dollars (\$ 38,600.00)

Payable as follows: Net 30 days billing.

The Consultant's services consist of those services done by Construction Resources, Inc., its employees, or outside consultants who may be required to perform the intended scope of work as outlined. The services provided by the Consultant, its findings, or reports prepared will be in accordance with its proposal, Owner's acceptance of these agreements, and generally accepted principles and practices of the industry. In performing its services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of its industry. Statements made in reports by the Consultant are opinions based on judgment and are not to be construed as representations of fact. Consultant's liabilities are limited to the total amount of the fee charged to the client.

Authorized signature:



Bud Griffith, President

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL — The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

Signature Date 11/15/21

CITY OF BROOK PARK, OHIO

PIC 12-7-21 Service
CA 12-14-21
1st R _____
2nd R _____
3rd R _____
B/C _____

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CHANGE ORDER FOR THE CONTRACT WITH FABRIZI TO REPAIR THE WEAR
SURFACE OF THE BRIDGE DECK ON ROUTE 237, AND DECLARING AN
EMERGENCY

WHEREAS, Council deemed it necessary for the City to enter into a contract with Fabrizi Recycling, Inc. to repair the wear surface of the bridge deck on 237 requested by ODOT on or about September 7, 2021; and

WHEREAS, it is necessary for the application of methacrylate in all cracks on bridge deck and seams where Set 45 product was applied against existing concrete and for labor and materials; increasing the costs by \$7,825.00.

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 change order to the contract with Fabrizi Recycling Inc., for the bridge deck repairs to Route 237, as set forth in Exhibit "A."

SECTION 2: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purposes; from Fund 241-State Highway Improvement Fund, provided that, in no event shall the total amount to be paid under said change order shall exceed \$7,825.00.

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.

Addendum

FABRIZI RECYCLING, INC.
6751 EASTLAND ROAD
MIDDLEBURG HEIGHTS, OHIO 44130
(440) 973-4820

EXHIBIT

1A

PROPOSAL SUBMITTED TO City of Brookpark	PHONE (216) 906-3385	DATE 10/19/2021
STREET 19065 Holland Rd	FAX	ALT CONTACT PHONE
CITY, STATE AND ZIP CODE Brookpark, OH 44142	JOB NAME Bridge Deck Repairs Rt. 237	JOB LOCATION Brookpark
ATTN: Randy Garner	EMAIL rgarner@cityofbrookpark.com	

WE HEREBY SUBMIT THE FOLLOWING PROPOSAL FOR THE ABOVE REFERENCED PROJECT.
WORK TO INCLUDE ALL MATERIALS AND LABOR FOR:

-Application of methacrylate in all cracks on bridge deck and seams where Set 45 product was applied against existing concrete.

SUM- \$2,500.00

-Labor and materials due to depth's being larger than 3" deep as proposed in original contract (southbound lanes).

SUM- \$2,475.00

-Labor and materials due to depth's being larger than 3" deep as proposed in original contract (northbound lanes).

SUM- \$2,850.00

Lump Sum of Additional Work- \$7,825.00

Lump Sum of Original Contract- \$39,250.00

New Lump Sum to be Paid- \$47,075.00

2/15

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

UNIT PRICES AS LISTED ABOVE

DOLLARS \$47,075.00

Payment to be made as follows:

NET 30 DAYS FROM DATE OF INVOICE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Sen Hye

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____