

**REGULAR CAUCUS MEETING  
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO  
TO BE HELD ON TUESDAY, JUNE 14, 2022 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 MAY 10, 2022.

**IV. DISCUSSION:**

1. DEPARTMENT OF LIQUOR CONTROL-CAVALRY AIR LLC, DBA FRONT ROW BBQ, 15119 SNOW ROAD & PATIO BROOK PARK, OH 44142, **C TRFO 0915119 POSTMARK DATE: 6/26/22.-** PER COUNCILMAN VECCHIO.  
Moved From Caucus Prior To held on June 7, 2022.

2. ALTERNATIVE TAX BUDGET

**V. FINANCE COMMITTEE- COUNCILMAN SCOTT**

1. ORDINANCE NO. 8863-2002  
AN ORDINANCE AUTHORIZING THE MAYOR TO WORK WITH THE CUYAHOGA COUNTY TREASURER TO ISSUE TAX CREDITS TO HOMEOWNERS', AND DECLARING AN EMERGENCY. Introduced by former Councilman Patten & Mooney.- PER COUNCIL PRESIDENT VECCHIO
2. AN ORDINANCE ENACTING NEW SECTION 141.19 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'POLICE CHIEF AND POLICE CAPTAIN BENEFITS,' AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.
3. AN ORDINANCE ENACTING NEW SECTION 143.13 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'FIRE CHIEF AND ASSISTANT FIRE CHIEF BENEFITS,' AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.
4. AN ORDINANCE ENACTING NEW SECTION 153.29 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'ADDITIONAL EMPLOYMENT BENEFITS,' AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.
5. AN ORDINANCE TO PROVIDE A BONUS FOR FULL TIME EMPLOYEES OF THE CITY WHO WERE EMPLOYED IN 2021, OTHER THAN ELECTED OFFICIALS OR THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS, AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

**V. FINANCE COMMITTEE- COUNCILMAN SCOTT: cont.**

6. AN ORDINANCE AUTHORIZING THE MAYOR TO PROVIDE COVID-19 GRANT ASSISTANCE TO BROOK PARK RESIDENTS, AND DECLARING AN EMERGENCY. Introduced by Councilman Orcutt and Salvatore.

**VI. LEGISLATIVE COMMITTEE- COUNCILWOMAN COYNE**

1. ORDINANCE NO. 11250-2022  
AN ORDINANCE AMENDING ORDINANCE NO. 11143-2020, AUTHORIZING THE IMPLEMENTATION OF THE BROOK PARK HOME MAINTENANCE ASSISTANCE GRANT PROGRAM (HMAP), AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
2. ORDINANCE NO. 11037-2018  
AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AMENDMENTS TO ARTICLE IV, SECTION 4.01 AND SECTION 4.02; OF THE CHARTER OF THE CITY OF BROOK PARK, OHIO, AND DECLARING AN EMERGENCY.
3. AN ORDINANCE AMENDING SECTION 351.13 OF THE BROOK PARK CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY. Introduced by Councilman Mencini.
3. AN ORDINANCE AMENDING SECTION 1361.13 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'PARKING' AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella and Councilman Mencini.
4. AN ORDINANCE ENACTING CHAPTER 1126 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'MEDICAL MARAJUANA DISPENSARIES', AND DECLARING AN EMERGENCY. Introduced by Councilman Troyer.
5. AN ORDINANCE ENACTING CHAPTER 720 OF THE BROOK PARK CODIFIED ORDINANCE ENTITLED 'MEDICAL MARAJUANA OPERATIONS,' AND DECLARING AN EMERGENCY. Introduced by Councilman Troyer and Councilman Poindexter.
6. A RESOLUTION APPROVING THE CITY OF BROOK PARK'S NOTICE TO THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL ("NOPEC") TO ELECT NOPEC'S GREEN COMMUNITY CHOICE PROGRAM FOR THE CITY'S ELECTRICITY AGGREGATION PROGRAM STARTING JANUARY 2023, AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

**VII. PLANNING COMMITTEE- COUNCILMAN TROYER**

1. REQUEST APPROVAL OF THE PROPOSED LOT SPLIT FOR 14070 & 14080 BROOKPARK ROAD PPN: 344-31-003 TO CREATE NEW PARCEL "A" AND PARCEL "B".

**VIII. SAFETY COMMITTEE- COUNCILMAN ROBERTS**

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ADVANCED ELECTRONIC DESIGN, INC., FOR THE PURCHASE OF 15 POLICE VEHICLE COMPUTERS, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt. Placed in committee 5/3/22.
2. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SOUTWEST FORD LINCOLN FOR THE PURCHASE OF 6 POLICE VEHICLES, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt. Placed in committee 06/07/22.

**XI. SERVICE COMMITTEE- COUNCILMAN POINDEXTER**

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN LED STREET LIGHTING AGREEMENT WITH THE CLEVELAND ELECTRIC ILLUMINATING CO., IN CONNECTION WITH REPLACEMENT OF CERTAIN LIGHTING UNITS WITHIN THE CITY OF BROOK PARK, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.  
Presentation by Dave Conley, Cleveland Electric Illuminating Co.,  
Regional External Affairs.

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

0915119			TRFO	DORIS B BROSEK 15119 SNOW RD & PATIO BROOK PARK OH 44142
PERMIT NUMBER			TYPE	
10	01	2021		
ISSUE DATE				
05	24	2022		
FILING DATE				
D1	D2	D3	D3A	D6
PERMIT CLASSES				
18	110	C	F27652	
TAX DISTRICT		RECEIPT NO.		

FROM 05/26/2022

1314144				CAVALRY AIR LLC DBA FRONT ROW BBO 15119 SNOW RD & PATIO BROOK PARK OH 44142
PERMIT NUMBER			TYPE	
10	01	2021		
ISSUE DATE				
05	24	2022		
FILING DATE				
D1	D2	D3	D3A	D6
PERMIT CLASSES				
18	110			
TAX DISTRICT		RECEIPT NO.		



MAILED 05/26/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

06/27/2022

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 TRFO 0915119

(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)

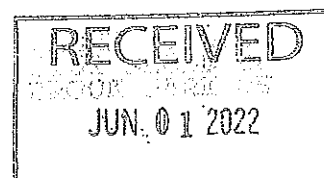
(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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



Permit Class Permit FeeDescriptionA-1\$3,906

ORC 4303.02 Manufacturer of Beer – producing more than 31 million gallons per year, wherever produced, and sell beer products to wholesale permit holders.A-1A\$3,906

ORC 4303.021 Beer, and any intoxicating liquor by the glass or container on A-1 or A-2 permit premises only until 2:30am.A-1C\$1,000

ORC 4303.022 Manufacturer of Beer - producing up to 31 million gallons per year wherever produced, for sale on premises at retail for on premises consumption, and sell beer products to retail and wholesale permit holders.A-2\$76

ORC 4303.03 Manufacturer of wine.A-2F\$76

ORC 4303.031 Ohio farm winery that grows and manufactures wine, from grapes, fruits, or other agricultural products on land it owns and uses only for agriculture.A-3\$2 to \$3,906

ORC 4303.04 Manufacture, import and sell alcohol and spirituous liquorA-3A\$2 to \$400

ORC 4303.041 Manufacturer of less than 100,000 gallons of spirituous liquor and sale to a personal consumer.A-4\$3,906

ORC 4303.05 Manufacture and sell certain prepared and bottled drinks, import for blended purposesA-5\$1,000 per plant

ORC 4303.051 Manufacturer of ice cream containing not less than one-half of one percent alcohol by volume and not more than six percent of alcohol by volume. This holder may sell ice cream for consumption on the premises where manufactured or in sealed containers for consumption off premises.

Permit Class Permit FeeDescriptionB-1\$3,125

ORC 4303.06 Distributor of beer, ale, stout, other malt liquor.B-2\$500

ORC 4303.07 Distributor of bottled wine.B-3\$124

ORC 4303.08 Distributor of sacramental wine.B-4\$500

ORC 4303.09 Distributor of mixed beverages.B-5\$1,563

ORC 4303.10 Distributor and importer and bottler of wine.B-2A\$25

ORC 4303.071 Sale of wine to retail permit holder.S-1\$25

ORC 4303.232 Sale of beer or wine (less than 250,000 gallons per year) to personal consumer via mail order.S-2 Initial fee \$250 Renewal fee \$100

ORC 4303.233 Sale of wine (250,000 gallons or more per year) to personal consumer via mail order.

#### Retail Store Carryout Permits Subject to Quota

Permit Class	Permit Fee	Description
C-1	\$252	<u>ORC 4303.11</u> Beer only in original sealed container for carry out only.
C-2	\$376	<u>ORC 4303.12</u> Wine and mixed beverages in sealed containers for carry out.
C-2X	\$252	<u>ORC 4303.121</u> Beer in original sealed containers for carry out. (Grandfathered permit, no longer issued new).
D-8	\$500	<u>ORC 4303.184</u> Sale of tasting samples of beer, wine, and mixed beverages, but not spirituous liquor, at retail, for consumption on premises.

## Retail Permits Subject to Quota

Permit Class	Permit Fee	Permit Description
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D-1	\$376	<u>ORC 4303.13</u> Beer only for on premises consumption or in original sealed containers for carry out only until 1:00am.
D-2	\$564	<u>ORC 4303.14</u> Wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1:00am.
D-2X	\$376	<u>ORC 4303.141</u> (Grandfathered Permit, no longer issued new) Beer only for on premises consumption or in original sealed containers for carryout only until 1:00am.
D-3	\$750	<u>ORC 4303.15</u> Spirituous liquor for on premises consumption only until 1:00am.
D-3X	\$300	<u>ORC 4303.151</u> (Grandfathered Permit, no longer issued new) Wine only for on premises consumption until 1:00am.
D-3A	\$938	<u>ORC 4303.16</u> Extends issued permit privileges until 2:30am. Must at least have D-3 to get the 3A.
D-4	\$469	<u>ORC 4303.17</u> Beer and any intoxicating liquor to members only, for on premises consumption only until 1:00am.
D-5	\$2,344	<u>ORC 4303.18</u> Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am.

## Retail Permits Not Subject to Quota

Permit Class	Permit Fee	Description
D-3A	\$938	<u>ORC 4303.16</u> Extends issued permit privileges until 2:30am. Must at least have D-3 to get the 3A.
D-4A	\$750	<u>ORC 4303.171</u> Airline club only - allows for beer and any intoxicating liquor sales to members and guests until 2:30am.
D-5A	\$2,344	<u>ORC 4303.181(A)</u> Hotels or motels with 50 or more rooms for transient guests.
D-5B	\$2,344	<u>ORC 4303.181(B)</u> Enclosed shopping malls.
D-5D	\$2,344	<u>ORC 4303.181(D)</u> Located at airport.
D-5E	\$1,219	<u>ORC 4303.181(E)</u> Historical river boat owned by charitable organization only.
D-5F	\$2,344	<u>ORC 4303.181(F)</u> Marina restaurant only.
D-5G	\$1,875	<u>ORC 4303.18(G)</u> National sports museum only.
D-5H	\$1,875	<u>ORC 4303.181(H)</u> Non-Profit organization exempt from federal income taxation, that owns a fine arts museum, community arts center, or community theater.
D-5I	\$2,344	<u>ORC 4303.181(I)</u> Restaurant meeting certain criteria.
D-5K	\$1,875	<u>ORC 4303.181(K)</u> Certain non-profit organizations that own and operate a botanical garden.
D-5M	\$2,344	<u>ORC 4303.181(M)</u> Restaurant affiliated with center for the preservation of wild animals.
D-5N	\$20,000	<u>ORC 4303.181(N)</u> Casino Operator or Casino Management Company.
D-5O	\$2,344	<u>ORC 4303.181(O)</u> Restaurant located in a casino.
D-7	\$2,814	<u>ORC 4303.183</u> Resort area only provided certain conditions are met.
E	\$500	<u>ORC 4303.19</u> Railroad car or airline to sell beer or any intoxicating liquor at retail in glass or from container for consumption in such car or aircraft.
G	\$100	<u>ORC 4303.21</u> Retail drug store (alcohol for medicinal, industrial, mechanical, chemical, or scientific purposes).
H	\$300	<u>ORC 4303.22</u> Carrier by rail or for hire motor carrier who also holds a license issued by the public utilities commission to transport beer, intoxicating liquor, and alcohol, or any of these, in this state or delivery or use in this state.
I	\$200	<u>ORC 4303.23</u> Wholesale druggist (purchase - import alcohol for sale at wholesale and retail).
W	\$1,563	<u>ORC 4303.231</u> To operate a warehouse for the storage of beer or intoxicating liquor within the state and to sell such products from the warehouse to a B permit holder with Consent to Import on file or to other customers outside this state.

## Community Entertainment District / Revitalization

Permit Class	Permit Fee	Description
D-5J	\$2,344	<u>ORC 4303.181(J)</u> Community Entertainment District.
D-5L	\$2,344	<u>ORC 4303.181(L)</u> Revitalization District.

Permit Class	Permit Fee	Description
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D-6	\$400-c	<u>ORC 4303.182</u> Sale of intoxicating liquor on Sunday for the same sales privileges (barring any local option elections that might impact privileges) the permit holder has Monday through Saturday. NOTE: not required if just selling beer, however, local option election laws may still restrict beer sales on Sundays.
	\$500-d	

Permit Class Permit Fee Description F \$40

ORC 4303.20 Valid for beer only until 1:00am. (Temporary - 5 days).F-1\$250

ORC 4303.201 Temporary "Special Function" permit (3 days) (allows B.Y.O.B. by a nonprofit organization at Municipal Convention Center).F-2 \$150 \$160(jointly)

ORC 4303.202 Temporary permit (four consecutive days) beer and any intoxicating liquor by glass or container on premises only until 1:00am. (1 every 30 days in same name)F-3\$300ORC

4303.203 Alcohol Beverage Industry Education.F-4\$60

ORC 4303.204 Certain nonprofit organizations for an event that includes the introduction, showcasing or promotion of wines produced in Ohio; to furnish at no charge 2 oz. samples and sale for on premises consumption and carry out of wine from participating A2 permit holders. The fee is \$60 (per day) F-5 \$180

ORC 4303.205 Beer and Intoxicating liquor issued to a Riverboat at a festival sponsored by a nonprofit organization (6 days - one per calendar year).F-6\$50

ORC 4303.206 Sale of wine by a 501(c)(3) nonprofit organization (72 consecutive hours - 6 per year).F-7\$450

ORC 4303.207 Beer, wine, mixed beverages, and spirituous liquor issued to a nonprofit organization at a "qualified golf event", meeting certain criteria until 1AM. (8 days - two(2) per calendar year).F-8\$1,700

ORC 4303.208 Temporary permit to a not-for-profit organization for sales on publicly owned property located in Hamilton County only.F-9\$1,700

ORC 4303.209 Temporary Permit to a nonprofit corporation that operates park on property leased from a municipal or non-profit corporation that provides or manages entertainment programming having an agreement meeting certain - in Franklin County only.F-10\$100

ORC 4303.2010 Sales of tasting samples of wine manufactured by an A-2 or S permit holder conducted at a registered farmers market, or in sealed containers for consumption off premises.F-11\$6

ORC 4303.2011 An F-11 permit, provided that certain conditions are met, may be issued to a qualifying non-profit organization to conduct an event that introduces, showcases, or promotes Ohio's craft beers. The F-11 event has certain restrictions as to how long the event can last, how much beer can be sold to patrons, and who can participate in the event. Sales and consumption end at 1 AM. Permit is \$60 per day for up to 3 days. F-12\$500

ORC 4303.2012 An F-12 temporary liquor permit is valid for up to 90 days and can be issued to any qualifying organization to sell beer or wine at a special function that is not for profit. Only one F-12 permit can be issued to the same applicant within any one-year period. Alcohol sales end at 1 a.m.



## ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit \_\_\_\_\_ City of Brook Park \_\_\_\_\_

For the Fiscal Year Commencing \_\_\_\_\_ January 1, 2023 \_\_\_\_\_

Fiscal Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

# COUNTY OF CUYAHOGA

### Background

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

### Ohio Revised Code Section 5705.281

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

### County Budget Commission Duties

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

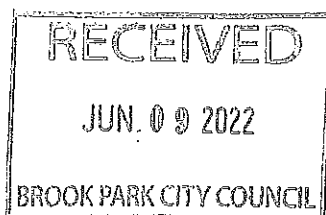
Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax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

### County Budget Commission Action

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

### Alternative Tax Budget Information Filing Deadline

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



# DIVISION OF TAXES LEVIED

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)  
(List All Levies Of The Taxing Authority)

## SCHEDULE 1

I	II	III	IV	V	VI	VII	VIII	IX
Fund	Purpose	Authorized By Voters On MM/DD/YY	Levy Type	Number Of Years Levy To Run	Tax Year Begins/ Ends	Collection Year Begins/ Ends	Maximum Rate Authorized	\$ AMOUNT Requested Of Budget Commission
General Fund	General						3.85	\$2,397,850.00
Police Pension Fund	Police Pension						0.30	\$186,845.00
Fire Pension Fund	Fire Pension						0.30	\$186,845.00
Debt Service Fund	Debt Service						0.00	\$0.00
SWGH Fund	Southwest Hospital	11/7/2018	Renewal	Five	2019/2023	2020/2024	0.30	\$130,433.00
Totals								\$2,901,973.00

# STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

## SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
General Fund	5,600,000.00	2,822,747.00	19,200,000.00	27,822,747.00	24,000,000.00	3,822,747.00
City Income Tax Fund	250,100.00		20,343,000.00	20,593,100.00	20,593,000.00	100.00
Admissions Tax Fund	700,000.00		132,860.00	832,860.00	288,000.00	544,860.00
Hotel, Motel Tax Fund	1,145,000.00		116,000.00	1,261,000.00	150,000.00	1,111,000.00
Street Construction, Maint. & Repair Fund	500,000.00		1,110,000.00	1,610,000.00	1,360,000.00	250,000.00
State Highway Improvement Fund	1,000,000.00		91,000.00	1,091,000.00	100,000.00	991,000.00
Permissive Tax Fund	325,000.00		48,000.00	373,000.00	100,000.00	273,000.00
Economic Development Fund	1,500,000.00		295,000.00	1,795,000.00	500,000.00	1,295,000.00
Brookpark Road Corridor Fund	57,835.00			57,835.00	10,000.00	47,835.00
CDBG Fund	36,290.00			36,290.00		36,290.00
Special Recreation Fund	235,000.00		82,500.00	317,500.00	100,000.00	217,500.00
Concession Stand Funds	14,500.00		88,000.00	102,500.00	90,550.00	11,950.00
Furtherance of Justice Fund	0.00			0.00		0.00
Law Enforcement Fund	37,000.00		750.00	37,750.00	20,000.00	17,750.00
DWI Enforcement & Education Fund	30,000.00		600.00	30,600.00	3,000.00	27,600.00
Federal Forfeiture Fund	175,000.00		5,000.00	180,000.00	25,000.00	155,000.00
Community Diversion Program Fund	18,000.00			18,000.00	4,150.00	13,850.00
Continuing Training Program Fund	21,300.00			21,300.00	2,000.00	19,300.00

# STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

## SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
FEMA Fund	54,663.00			54,663.00		54,663.00
American Rescue Plan Act Fund	1,829,703.00			1,829,703.00		1,829,703.00
Insurance Fund	1,130,000.00		25,000.00	1,155,000.00	40,000.00	1,115,000.00
General Bond Retirement Fund	1,306,288.43		1,046,191.66	2,352,480.09	1,051,191.66	1,301,288.43
Capital Improvement Fund	400,000.00		2,638,450.00	3,038,450.00	2,788,450.00	250,000.00
Construction Funds	860,000.00		1,000,000.00	1,860,000.00	1,360,000.00	500,000.00
Medical Benefits Fund	2,625,000.00		2,845,000.00	5,470,000.00	2,900,000.00	2,570,000.00
Retirees Accrued Benefits Fund	225,000.00		100,000.00	325,000.00	200,000.00	125,000.00
Police Pension Fund	20,000.00	186,845.00	600,000.00	806,845.00	772,000.00	34,845.00
Fire Pension Fund	45,000.00	186,845.00	650,000.00	881,845.00	852,000.00	29,845.00
Southwest General Hospital Fund	0.00	130,433.00		130,433.00	130,433.00	0.00
Cash Bonds Held Fund	50,000.00		2,500.00	52,500.00	27,500.00	25,000.00
Building Standards Fund	7,500.00		3,000.00	10,500.00	10,000.00	500.00
Unclaimed Monies Fund	0.00			0.00		0.00
Payroll Account Funds	10,000.00		75,000.00	85,000.00	77,000.00	8,000.00
Special Assessment Bond Retirement Fund	28,945.00		58,399.70	87,344.70	60,810.00	26,534.70

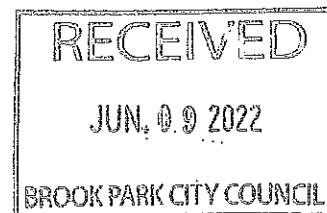
(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)  
(Do Not Include General Obligation Debt Being Paid By Other Sources)  
(Do Not Include Special Obligation Bonds & Revenue Bonds)

Category	Value
Totals	100



**CITY OF BROOK PARK  
2023 TRANSFERS**

FROM	AMOUNT	TO
100 General Fund	250,000.00	243 Economic Development Fund
	45,000.00	264 Water Park Fund
	236,832.37	310 General Bond Retirement Fund
	100,000.00	691 Retirees' Accrued Benefit Fund
	600,000.00	711 Police Pension Fund
	650,000.00	712 Fire Pension Fund
SubTotal	1,881,832.37	
210 City Income Tax Fund	16,082,400.00	100 General Fund
	2,620,600.00	401 Capital Improvement Fund
SubTotal	18,703,000.00	
215 Admissions Tax Fund	250,000.00	100 General Fund
220 Hotel, Motel Tax Fund	150,000.00	100 General Fund
401 Capital Improvement Fund	746,005.99	310 General Bond Retirement Fund
	1,000,000.00	548 2023 Street Improvements Fund
SubTotal	1,746,005.99	
Total All Transfers		22,730,838.36



P/C Finance 1/2/02  
CA 1/8/02  
1st R 1/15/02  
2nd R 2/6/02  
3rd R  
B/C

*Annexed Revised  
by Council*

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 8863-2002.

INTRODUCED BY: COUNCILMEN PATTEN & MOONEY.

AN ORDINANCE  
AUTHORIZING THE MAYOR TO WORK WITH THE CUYAHOGA COUNTY TREASURER  
TO ISSUE TAX CREDITS TO HOMEOWNERS'  
AND DECLARING AN EMERGENCY

WHEREAS, on August 7, 2001 the electors of the City of Brook Park approved the Settlement Agreement between the Mayors of Cleveland and Brook Park; and

WHEREAS, Brook Park will receive income taxes generated at NASA from the portions of NASA formerly located in Cleveland; and

WHEREAS, the City has decided to work with Cuyahoga County to issue a tax credit to homeowners within the City based upon the revenues received from NASA.

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

SECTION 1: The Mayor is hereby authorized, on behalf of the City to work with the County to issue tax credits to Brook Park homeowners in an amount that shall not exceed two hundred fifty dollars (\$250.00) per year per household.

SECTION 2: The initial payment shall be made from monies received from the transfer of properties as defined in the Brook Park and Cleveland Settlement Agreement. Council shall, after the initial year, annually review the City's financial stability and revenues collected and make the determination whether or not to continue to issue the tax credit.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to give the Mayor the authority to work with Cuyahoga County to issue a tax credit to the City's homeowners; therefore, this Ordinance shall take effect and be in force



immediately from and after its passage and approval by the Mayor.

PASSED: February 6, 2002

Sandra A. D.  
PRESIDENT OF COUNCIL

ATTEST: Roseann Armstrong  
Clerk of Council

APPROVED: Mark J. Elliott  
MAYOR  
2/6/02  
DATE

CERTIFICATE

Roseann Armstrong, Clerk of Council, of The City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 8863-2002 passed on the 6th day of February 2002 by said council.

Roseann Armstrong  
ROSEANN ARMSTRONG  
Clerk of Council

I, Roseann Armstrong, Clerk of the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at six of the most public places in said municipality as determined by ordinance 4838-1975, passed on August 12, 1975, location City Hall, 6161 Engle Road Police Station, 17401 Holland Road, #1 Fire Station, 5590 Smith Road, #2 Fire Station, 22530 Ruple Road, #3 Fire Station, 17401 Holland Road, Brook Park Library, 6155 Engle Road, for a period of fifteen days.

commencing February 7, 2002  
Roseann Armstrong  
ROSEANN ARMSTRONG  
Clerk of Council

CITY OF BROOK PARK, OHIO

P/C 12-7-21 Finance  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

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

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE  
ENACTING NEW SECTION 141.19  
OF THE BROOK PARK CODIFIED ORDINANCES  
ENTITLED 'POLICE CHIEF AND POLICE CAPTAIN BENEFITS,'  
AND DECLARING AN EMERGENCY

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

SECTION 1: New Section 141.19 of the Codified Ordinances of the City of Brook Park is hereby enacted to read as follows:

141.19 POLICE CHIEF AND POLICE CAPTAIN BENEFITS

The Police Chief and Police Captain shall be entitled to the following employee benefits: schedule adjustment pay, funeral leave, sick leave, sick leave bonus, vacation, personal hours, mental health/stress day bonus, detective shift differential pay, professional pay, longevity compensation, medical and life insurance coverage, clothing allowance, soft body armor allowance, and service and/or back up weapon purchase option upon retirement as described in the Collective Bargaining Agreement between the City and the Ohio Patrolman's Benevolent Association (City of Brook Park Police Sergeants and Lieutenants).

The Police Chief and Police Captain shall receive these employee benefits, effective upon the same dates and in the same amounts, as described in the Collective Bargaining Agreement.

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

SECTION: 3 This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason of enacting Section 141.19 of the Brook 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 upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
DATE

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

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

CITY OF BROOK PARK, OHIO

P/C 12-17-21 Fire  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

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

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE  
ENACTING NEW SECTION 143.13  
OF THE BROOK PARK CODIFIED ORDINANCES  
ENTITLED 'FIRE CHIEF AND ASSISTANT FIRE CHIEF BENEFITS,'  
AND DECLARING AN EMERGENCY

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

SECTION 1: New Section 143.13 of the Codified Ordinances of the City of Brook Park is hereby enacted to read as follows:

**143.13 FIRE CHIEF AND ASSISTANT FIRE CHIEF BENEFITS**

The Fire Chief and Assistant Fire Chief shall be entitled to the following employee benefits: funeral leave, sick leave bonus, vacation, longevity compensation, professional pay, medical and life insurance coverage, personal days off, and fire prevention clothing allowance as described in the Collective Bargaining Agreement between the City of Brook Park Firefighter Association Local 1141 International Association of Firefighters.

The Fire Chief and the Assistant Fire Chief shall receive these employee benefits, effective upon the same dates and in the same amounts, as described in the Collective Bargaining Agreement.

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

SECTION: 3 This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason of enacting Section 143.13 of the Brook 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 upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
DATE

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

  
DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

PIC 12-7-21 Finance  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

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

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE  
ENACTING NEW SECTION 153.29  
OF THE BROOK PARK CODIFIED ORDINANCES  
ENTITLED 'ADDITIONAL EMPLOYMENT BENEFITS,'  
AND DECLARING AN EMERGENCY

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

SECTION 1: New Section 153.29 of the Codified Ordinances of the City of Brook Park is hereby enacted to read as follows:

**153.29      ADDITIONAL EMPLOYMENT BENEFITS**

Notwithstanding any prior ordinances regarding employee benefits, all full-time, nonunion employees of the City shall receive the same fringe benefits provided to those union employees under any existing or future collective bargaining agreements entered into by the City and Teamsters Local 436 or any union representing the City office workers.

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

SECTION: 3 This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason of enacting Section 153.29 of the Brook 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 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

RECEIVED BY \_\_\_\_\_  
AND \_\_\_\_\_

CITY OF BROOK PARK, OHIO

P/C 12-7-21 Finance  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

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

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE  
TO PROVIDE A BONUS FOR FULL TIME  
EMPLOYEES OF THE CITY WHO WERE EMPLOYED IN 2021, OTHER THAN  
ELECTED OFFICIALS OR THOSE COVERED UNDER NEGOTIATED LABOR  
CONTRACTS, AND DECLARING AN EMERGENCY

WHEREAS, the Mayor and Council desire to provide for bonus of \$2,500 for full time employees, who were employed in 2021, other than elected official, or those covered under negotiated labor contracts; and

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

SECTION 1: A bonus of \$2,500.00 for full time employees of the City who were employed in 2021, other than elected officials or those covered under negotiated labor contracts, hereby adopted.

SECTION 2: The money needed for the aforesaid transaction shall be paid from the General Fund 100.

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 provide a bonus for employees of the city; therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.



PASSED: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
DATE

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

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

\_\_\_\_\_  
CITY CLERK

P/C 10-20-20 Finance  
CA 9-15-21  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C 9-15-21-10-12-21  
Camera 10-12-21

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: COUNCILMEN ORCUTT AND SALVATORE

AN ORDINANCE  
AUTHORIZING THE MAYOR TO PROVIDE COVID-19 GRANT  
ASSISTANCE TO BROOK PARK RESIDENTS,  
AND DECLARING AN EMERGENCY

WHEREAS, the COVID-19 pandemic has caused hardship to persons globally; and

WHEREAS, the COVID-19 pandemic has had an adverse financial effect on Brook Park residents by forcing staffing reductions, reducing capacity, or closing businesses altogether; and

WHEREAS, this Council recognizes that Brook Park residents are the focal point for the continued existence of the City of Brook Park; and

WHEREAS, many Brook Park residents have and may continue to face financial hardships due to the continued effects of COVID-19.

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

SECTION 1: The Mayor's chosen representative and two council members shall form a committee to allocate and dispense funds in the form of grants to residents of the City of Brook Park Ohio, with the following conditions:

- 1) Such grants will be for Brook Park residents who have verified (copy of employment separation agreement, unemployment compensation) income reductions due to COVID-19.
- 2) Such grants will only be for the purpose of paying outstanding utility bills (gas, electric, water, sewer).
- 3) Persons receiving HEAP, PIPP, HMAP assistance programs are not eligible for utility assistance.
- 4) Combined said grants shall not exceed the total sum of twenty-five thousand (\$25,000.00) dollars.
- 5) One-time grants shall not exceed \$500.00.

SECTION 2: The money needed for the aforesaid transaction shall be paid from funds received from section 5001 of the Coronavirus Aid Relief, and Economic Security Act ("CARES Act").

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to provide economic assistance to our residents who suffered losses due to the COVID-19 pandemic, therefore this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
DATE

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

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

PIC 4-19-22 Reg. Renewed  
CA 4-12-22  
1st R 4-19-22  
2nd R  
3rd R  
SPCA 4-26-22

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11250-2022

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AMENDING ORDINANCE NO. 11143-2020, AUTHORIZING THE  
IMPLEMENTATION OF THE BROOK PARK HOME MAINTENANCE ASSISTANCE  
GRANT PROGRAM (HMAP), AND DECLARING AN EMERGENCY

WHEREAS, City Council appropriated \$50,000, from the Economic Development fund #243 in the 2022-2023 municipal budget to provide home maintenance assistance to Brook Park residents;

WHEREAS, in order to implement the Home Maintenance Assistance Program (HMAP), the Council authorizes the Mayor to approve and the Finance Director to issue grants in order to implement the HMAP within the City;

WHEREAS, this Council desires to implement rules and regulations to facilitate the prompt and effective management of the HMAP program within the city;

WHEREAS, the City of Brook Park encourages the development and maintenance of real property located within the City, and specifically within the City's LMI (low/moderate-income) and Target Improvement Area zones; and

WHEREAS, financial assistance from the City of Brook Park is necessary to permit residents to effectuate the remediation and repairs to their residential properties and to protect the community from blight and deterioration; and

WHEREAS, the City of Brook Park, having the appropriate authority for the stated type of project, is desirous of providing its residents with assistance and incentives to protect their properties and to prevent the deterioration and decay of its residential neighborhoods consistent with the purposes of Section 13 of Article VIII of the Ohio Constitution to eradicate and mitigate blight within the City, and to improve the economic welfare of the people of the State; and

WHEREAS, the Council of the City of Brook Park has investigated the request of the Mayor for authority to implement a HMAP program and concurs that the requested administrative authority will greatly assist homeowners and city officials to

remediate housing stock within the City, improve the living conditions of city residents and improve the economic climate of 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: Notwithstanding any other codified ordinances the Mayor is authorized to approve, and the Finance Director is authorized to issue, Home Maintenance Assistance Program grants to residents of Brook Park in owner-occupied dwellings upon the following terms and conditions:

1. The City shall maintain complete records of all grants issued under the HMAP program;
2. All existing building code violations for the property in question shall be corrected as part of and as a condition precedent to the issuance of funds by the City under the HMAP program;
3. The City shall conduct due diligence of all HMAP grant applications to determine whether the applicant falls within the federal income assistance guidelines;
4. Brook Park residents in owner-occupied residential housing with documented income below federal income assistance guidelines shall be eligible for grant assistance up to \$5,000 in matching funds for documented repairs and improvements to owner-occupied residential exterior structures.
5. The use of funds shall be limited to exterior structural home and capital repairs limited to gutters, paint exteriors, roofs, windows, furnaces, driveways, and not for landscaping, or sidewalks of a premise.
  - A. Upon completion of the desired improvements and inspection, approval and certification of the improvements by the Commissioner of Building and Housing, the Director of Finance shall issue payment to the registered contractor performing the work.
  - B. The proposed project must meet all applicable codes and be approved in advance by the Building Commissioner.
  - C. Applications will be taken on a first come first serve basis until annually appropriated funds are exhausted.
  - D. During the term of the grant, applicants must occupy said premises.

SECTION 2: The money needed for the aforesaid grants shall be paid by the City from funds appropriated for the Home Maintenance Assistance Program upon the completion of the aforesaid remediation and repair activities and said funds shall be exclusively applied to the costs, expenses and fees arising from and/or incurred by the homeowner in furtherance of the aforesaid home maintenance and improvements.

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 Sections 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 implement the HMAP for 2022-2023; 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

RECEIVED

APR 07 2022

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

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

P/C 8/21/18 Legislative  
Cau Prior 8/21/18  
1<sup>st</sup> R 8/28/18 substitution  
2<sup>nd</sup> R 8/30/18 Sp. Council  
B/C 8/30/18 Sp. Council  
Cau 6/11/19  
B/C 6/11/19  
3<sup>rd</sup> R 12/17/19  
B/C 12/17/19

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11037-2018

Cau 11-10-20

INTRODUCED BY: COUNCILMEN SALVATORE, ORCUTT, SCOTT AND STEMM

AN ORDINANCE  
PROVIDING FOR THE SUBMISSION TO THE ELECTORATE  
OF AMENDMENTS TO ARTICLE IV,  
SECTION 4.01 AND SECTION 4.02;  
OF THE CHARTER OF THE CITY OF BROOK PARK, OHIO,  
AND DECLARING AN EMERGENCY.

BE IT ORDAINED, by the Council of the City of Brook Park, County of Cuyahoga, State of Ohio, with not less than five of its members concurring that:

SECTION 1: That pursuant to Article XVIII, Section 9 of the Ohio Constitution and Article XVI, Section 16.01 of the Charter of the City of Brook Park, this Council hereby authorizes and directs the submission to the electors of the City of Brook Park, at a regular November election to be held at the usual places of voting in said City on Tuesday, November 6, 2018, the following proposal of the Brook Park City Charter to read as follows:

"SECTION 4.01 Composition and Term."

All legislative powers of the City, except as otherwise provided by this Charter and by the Constitution and general laws of the State of Ohio, shall be vested in a Council of ~~eight (8)~~ seven (7) members, four (4) of whom shall be elected from the several wards, ~~three (3)~~ two (2) of whom shall be elected at large, and one (1) of whom shall be elected at large as President of the Council.

All Councilmen shall be elected for a term of two (2) years at the regular municipal election in the year ~~2004~~ 2019 and every two (2) years thereafter. All members of Council, including the President of Council, shall take office on the first day of January next following their election, and shall continue to serve until their successors have been duly elected and qualified. (~~Amended November 7, 2000~~) (Amended November 6, 2018)

SECTION 2: The ballots for said election shall, at the top thereof, be entitled "PROPOSED CHARTER AMENDMENT," and the questions to be submitted on said ballot shall be in words following:

"Shall Article IV, Section 4.01, be amended to provide that there shall be seven (7) members of Council; one (1) for each ward, two (2) for at large and one (1) for Council President."

To the left of said words, in boxes, with the appropriate places for the marking, shall appear the words "Yes" and "No" and each voter shall indicate his or her vote by placing an "X" in the place so provided.

**SECTION 3:** That pursuant to Article XVIII, Section 9 of the Ohio Constitution and Article XVI, Section 16.01 of the Charter of the City of Brook Park, this Council hereby authorizes and directs the submission to the electors of the City of Brook Park, at a regular November election to be held at the usual places of voting in said City on Tuesday, November 6, 2018, the following proposal to amend the Charter of the City of Brook Park:

**"SECTION 4.02 President of Council."**

It shall be the duty of the President of Council to preside at all meetings of the Council, appoint various Council Committees and perform such other duties as may be imposed by Council upon its presiding officer and such other duties as are imposed upon him by this Charter, coordinating the work of the various committees appointed by him. The President of Council shall have the right to vote on all ordinances, resolutions, motions coming before the Council ~~only in the event of a tie vote.~~

**SECTION 4:** The ballots for said election shall, at the top thereof, be entitled "PROPOSED CHARTER AMENDMENT," and the questions to be submitted on said ballot shall be in words following:

"Shall Article IV, Section 4.02, be amended to provide that the President of Council shall have the right to vote on all ordinances, resolutions or motions coming before Council?"

To the left of said words, in boxes, with the appropriate places for the marking, shall appear the words "Yes" and "No" and each voter shall indicate his or her vote by placing an "X" in the place so provided.

**SECTION 5:** Public notice of the time and place of holding such election shall be given by publication of notice thereof at least ten (10) days prior to the day of such election, in a newspaper published and of general circulation in the City.

**SECTION 6:** The Clerk of Council be and is hereby directed to mail a copy of the above proposed Charter Amendments to each elector whose name appears upon the registration books of the last



regular election held in the City, at least thirty (30) days before the date of such election, and to certify a copy of this Ordinance to the Board of Elections in Cuyahoga County.

**SECTION 7:** To pay the cost of printing and mailing said copies of said proposed Charter Amendments and of publishing said notice, there be and hereby appropriated from the general fund such sum of money as may be needed.

**SECTION 8:** 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 9:** 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 there is an immediate need to submit this Ordinance to the Cuyahoga Board of Elections for it to be placed on the November 6, 2018, ballot; therefore, provided this Ordinance receives the affirmative vote of at least (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: \_\_\_\_\_

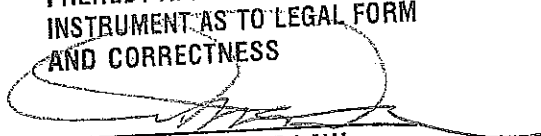
\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

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

\_\_\_\_\_  
DATE

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

P/C 2-2-21 legislative  
CA 2-9-21 (moved 2/20/21)  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
P/C 2/20/21 - 2-8-22  
Caucus 2-8-22

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: COUNCILMAN MENCINI

AN ORDINANCE  
AMENDING SECTION 351.13  
OF THE BROOK PARK CODIFIED ORDINANCES,  
AND DECLARING AN EMERGENCY

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

SECTION 1: Section 351.13 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 7047-1987, passed August 4, 1987, and amended by Ordinance No. 9470-2008, passed May 6, 2008, and reading as follows:

**351.13 PARKING OF COMMERCIAL VEHICLES PROHIBITED.**

a) No person, business or corporation shall park or leave standing any commercial truck, trailer or semitrailer exceeding seven feet in width; six feet six inches in height; and/or six thousand (6,000) pounds gross vehicle weight on any residential property within the City for any purpose or length of time other than for the expeditious unloading; delivery; pickup; and/or loading of materials.

b) No person, business or corporation shall park or leave standing any commercial truck, trailer or semitrailer on any street, roadway, alley or other public place within the City for any purpose or length of time other than for the expeditious unloading; delivery; pickup; and/or loading of materials.

is hereby amended to read as follows:

**351.13 PARKING OF COMMERCIAL VEHICLES PROHIBITED.**

(a) No owner, lessee, or other person, business, corporation or other entity with possession of the following shall park or otherwise leave standing any of the following:

1. Vehicle registered and/or primarily purposed for use as a commercial vehicle;
2. Trailer registered and/or primarily purposed for use along with or attached to a commercial vehicle;
3. Semitrailer exceeding seven feet in width, six feet six inches in height, and/or six thousand (6,000) pounds gross vehicle weight;

On any portion of residential property with the City of Brook

Park, for any purpose or length of time other than for the expeditious unloading, delivery, pickup and/or loading of materials.

(b) No owner, lessee, or other person, business, corporation or other entity with possession of the following shall park or otherwise leave standing any of the following:

1. Vehicle registered and/or primarily purposed for use as a commercial vehicle;
2. Trailer registered and/or primarily/purposed for use along with or attached to a commercial vehicle;
3. Semitrailer exceeding seven feet in width, six feet six inches in height, and/or six thousand (6,000) pounds gross vehicle weight;

On any street, roadway, alley or other public place within the City of Brook Park, for any purpose or length of time other than for the expeditious unloading, delivery, pickup and/or loading of materials.

**SECTION 2:** Former Section 351.13 of the Brook Park Codified Ordinances as enacted by Ordinance No. 7047-1987 passed August 4, 1987, and amended by ordinance 9470-2008, passed May 6, 2008 is 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 of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to amend Section 351.13; 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

CITY OF BROOK PARK, OHIO

P/C 1-4-2022 Leg  
CA 2-8-22  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C 2-8-22

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

INTRODUCED BY: MAYOR GAMMELLA AND COUNCILMAN MENCINI

AN ORDINANCE  
AMENDING SECTION 1361.13  
OF THE BROOK PARK CODIFIED ORDINANCES  
ENTITLED 'PARKING'  
AND DECLARING AN EMERGENCY

WHEREAS, there is a need to update Section 1361.13 of the Brook Park Codified Ordinances, regulates parking on vehicles; and

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

SECTION 1: Section 1361.13 of the Codified Ordinances of the City of Brook Park is hereby amended to read as follows:

**1361.13 PARKING.**

All vehicles that do not fall under the provisions of Sections 1361.12 shall at all times be parked on a concrete or asphalt surface designed for such use. No person shall park or keep a trailer, travel trailer, trailer coach, house trailer, mobile home, camper, watercraft or watercraft trailer (all of which are hereinafter referred to as "equipment") not in transit, on a residential lot or in a residential district of the City except:

- (a) In a duly licensed mobile home park;
- (b) In a private enclosed garage;
- (c) The equipment is being loaded or unloaded, in which case it may be parked in the driveway for a period of not more than forty-eight hours.

SECTION 2: Former Section 1361.13 of the Codified Ordinances of the City of Brook Park, as enacted by Ordinance 11091-2019, passed May 21, 2019 is 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 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 of amending Section 1361.13 of the Brook 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 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

*Ordinance No 11091-2019 Excerpt*

*Reference*

private property or that of another tenant.

**1361.11 ACCESSORY STRUCTURES.**

All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

**1361.12 MOTOR VEHICLES.**

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

**1361.13 PARKING.**

All vehicles that do not fall under the provisions of 1362.12 shall at all times be parked on a concrete or asphalt surface designed for such use.

**1361.14 STORAGE OF COMMERCIAL AND INDUSTRIAL MATERIALS.**

There shall not be stored or used at a location visible from the sidewalk, street or other public areas, equipment and materials relating to commercial or industrial use unless permitted under the Zoning Code for the premises.

**1361.15 DEFAACEMENT OF PROPERTY.**

No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing there on any marking, carving or graffiti. It shall be the responsibility of the homeowner to restore said surface to an approved state of Maintenance and Repair.

**1361.16 SWIMMING POOLS.**

Swimming pool shall be maintained in a clean and sanitary condition, and in good repair, and in accordance with Section 1333.

**1361.17 SIGNS BILLBOARDS AWNINGS.**

Signs and billboards. All permanent signs and billboards exposed to public view permitted by reason of other regulations or as a lawful nonconforming use shall be maintained in good repair. Any signs which have weathered or faded or those upon which the paint has peeled or cracked shall, with their supporting members, be removed forthwith or put into a good state of repair. All non-operative or broken electrical signs shall be repaired or shall, with their supporting members, be removed forthwith.

*Reference*

NO concrete, asphalt gravel, bricks or similar material may be placed beyond the side building line in front of the house for the purpose of parking. An attached garage may have a driveway the same width as the garage to a maximum of 24 feet wide.

6/21/2021

<https://export.amlegal.com/api/export-requests/28967ce8-9ce5-409c-8875-11a51054e3a3/download/>

### **1361.13 PARKING.**

All vehicles that do not fall under the provisions of Section 1361.12 shall at all times be parked on a concrete or asphalt surface designed for such use.

(Ord. 11091-2019. Passed 5-21-19.)



110 8-24-21 Legislative  
CA 1102 9-7-21  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
D/C 9-7-21-2/8/22  
Caucus 2-8-22

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: COUNCILMAN TROYER

AN ORDINANCE  
ENACTING CHAPTER 1126 OF THE BROOK PARK CODIFIED ORDINANCES  
ENTITLED 'MEDICAL MARIJUANA DISPENSARIES', AND DECLARING AN  
EMERGENCY

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

SECTION 1: Chapter 1126 of the Brook Park Codified  
Ordinances, entitled "Medical Marijuana Dispensaries" is hereby  
enacted to read as follows:

CHAPTER 1126  
Medical Marijuana Dispensaries

1126.01 PURPOSE.

It is the purpose of this chapter to regulate medical  
marijuana dispensaries in order to promote the health,  
safety, morals, and general welfare of the citizens of  
the City and to establish reasonable and uniform  
regulations to prevent the deleterious location and  
concentration of medical marijuana dispensaries within  
the City.

1126.02 DEFINITIONS.

For purposes of this chapter,

(a) "Medical marijuana" shall have the same meaning as in  
R.C. 3796.01.

(b) "School," "church," "public library," "public  
playground," "public park" and "recreation center"

shall have the same meanings as is R.C. 3796.30.

(c) "Dispensary" shall have the same meaning as in Ohio Admin. Code 3796:1-1-01 or subsequent similar regulations.

(d) "Licensee" means a person in whose name a license to operate a medical marijuana dispensary has been issued under Chapter 720, as well as the individual(s) designated on the license application as principally responsible for the operation of the medical marijuana dispensary.

(e) "Operate" means to control or hold primary responsibility for the operation of a medical marijuana dispensary, either as a business entity, as an individual, or as part of a group of individuals with shared responsibility. "Operate" or "cause to be operated" shall mean to cause to function or to put or keep in operation. Operator means any persons on the premises of a medical marijuana dispensary who is authorized to exercise overall operational control or hold primary responsibility for the operation of a medical marijuana dispensary or who causes to function or who puts or keeps in operation the business. A person may be found to be operation or causing to be operated a medical marijuana dispensary whether or not that person is an owner, part owner, or licensee of the business.

(f) "Person" means an individual, proprietorship, partnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

### 1126.03 LOCATION OF MEDICAL MARIJUANA DISPENSARIES.

(a) Medical marijuana dispensaries may be located only in U-7 Districts and conditionally permitted use pursuant to Section 1121.34 and in accordance with the restrictions contained in this chapter.

(b) No medical marijuana dispensaries may be established or operated within 1,000 feet of a school, church, public library, public playground, recreation center or public park in the City.

(c) No medical marijuana dispensary may be established, operated or enlarged within one half mile of another medical marijuana dispensary.

(d) Not more than one medical marijuana dispensary shall be established or operated in the same building, structure, or portion thereof.

(e) For the purpose of subsections (b) and (c) of this section, measurement shall be made from the nearest portion of the building or structure used as the part of the premises where a medical marijuana dispensary is conducted, to the nearest property line of the premises of a medical marijuana dispensary or a school, recreation center, church, public library, public playground, or public park.

(f) Rules, regulations and local permitting requirements imposed on a licensee by the City shall be interpreted in all instances to conform to the state licensing requirements for dispensaries, but in the event the City's rules, regulations and permitting requirements impose a greater obligation on a licensee than the state licensing requirements, the local provisions shall be enforced.

(g) Applicants must meet any additional criteria and fulfill any additional requirements associated with obtaining a conditional use permit in the City. The City shall review all qualifying applications at a reasonable pace and level of review equivalent to other land use projects requiring a conditional use permit.

#### **1126.04 OFF-STREET PARKING.**

Off-Street parking for a medical marijuana dispensary shall be provided, pursuant to the zone that they shall be located in and the Planning Commission, except that the

Commission may require an off-street parking plan.

#### 1126.05 SIGN REGULATIONS FOR MEDICAL MARIJUANA DISPENSARIES.

(a) All signs for a medical marijuana dispensary shall be wall signs or window signs as defined in Chapter 1123 of the Brook Park Codified Ordinances and approved by the Planning Commission and shall be constructed and located in conformance with all applicable provisions of Chapter 1123 of the Brook Park Codified Ordinances.

(b) All signs for a medical marijuana dispensary shall be maintained in accordance with Section 1123 of the City Code and may be ordered to be removed in accordance with the provisions of that Chapter.

(c) No merchandise or pictures of the products on the premises of a medical marijuana dispensary shall be displayed on signs, in window areas or any area where they can be viewed from the sidewalk or street in front of the building. No sign shall bear any image depicting or describing a marijuana leaf or the combustion of plant material, whether by means of display, decoration, sign, window or any other means.

(d) Window areas of a medical marijuana dispensary shall not be covered or made opaque in any way. A one-square-foot sign shall be placed on the door to state hours of operation. Additional signage to conform to the requirements Section 720.16 may be permitted.

#### 1126.06 LICENSING.

Medical marijuana dispensaries as described in Section 1126.02 herein shall be licensed and operated pursuant to Chapter 720.

#### 1126.07 HEARING; RENEWAL; REVOCATION.

(a) Notwithstanding anything in this chapter or section to the contrary, any conditional use permit application for a medical marijuana dispensary shall be heard by the Planning Commission and, if approved, shall expire 12 months from the date of issuance. Subsequent renewal of the conditional use permit may be made administratively by the Safety Director if no significant modifications to the conditions of the permit have been proposed and no violations have been determined. Violations may include, for example, legitimate loitering complaints, excessive police calls to the immediate vicinity, noise complaints, non-compliance with the terms of the conditional use permit, or non-compliance with other applicable state or local regulation. The licensee shall have a reasonable opportunity and time to cure the complaint or possible non-compliance as defined in this section before being subject to revocation or suspension.

(b) Determination of administrative renewal is at the discretion of the Safety Director. Renewal applications must be submitted in writing at least 30 days prior to expiration of permit.

(c) The conditional use permit for a medical marijuana dispensary is non-transferable.

(d) Notwithstanding anything in this chapter or section to the contrary, any conditional use permit granted for a medical marijuana dispensary may be revoked by the Planning Commission after referral to the Planning Commission by the Director and after a public hearing on whether violations have occurred or the spirit and intent of the conditional use permit has not been met. Notice of such hearing shall be sent to the licensee and to others pursuant to Section 1173.07(b)(2) of this Code as if a zoning change were requested.

#### 1126.08 SEVERABILITY.

If any section, subsection, or clause of this

chapter shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

**1126.99 PENALTY.**

- (a) Violations of this chapter for which no penalty is specified shall be unclassified misdemeanor offenses punishable by fine or imprisonment, as provided in Section 501.99 of the Codified Ordinances of the City of Brook Park.
- (b) Each day that a medical marijuana dispensary operates in violation of this chapter is a separate offense.

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

**SECTION 3:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to enact Chapter 1126 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

WITNESSED BY ME AT THE CITY OF BROOK PARK  
ON THIS 12TH DAY OF MAY 2018

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: COUNCILMAN TROYER, *Reindexter*

F/C *8-24-21 Legislative*  
CA *PRIDE 9-7-21*  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C *9-7-21*  
*Consensus 2-8-22*

AN ORDINANCE  
ENACTING CHAPTER 720 OF THE BROOK PARK CODIFIED ORDINANCES  
ENTITLED 'MEDICAL MARIJUANA OPERATIONS', AND DECLARING AN EMERGENCY

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

SECTION 1: Chapter 720 of the Brook Park Codified Ordinances, entitled  
"Medical Marijuana Operations" is hereby enacted to read as follows:

CHAPTER 720  
Medical Marijuana Operations

720.01 PURPOSE. The purposes of this chapter are to establish  
limitations on medical marijuana operations within the City and to  
establish reasonable and uniform regulations to minimize and  
control the negative secondary effects of medical marijuana  
dispensaries within the City, all in order to promote the health,  
safety, and welfare of the citizens of the City.

720.02 DEFINITIONS.

For purposes of this chapter;

- (a) "Medical marijuana" shall have the same meaning as in R.C.  
3796.01.
- (b) "School," "church," "public library," "public playground,"  
and "public park" shall have the same meanings as in R.C.  
3796.30.
- (c) "Disqualifying offense," "cultivator," "processor" and  
"dispensary" shall have the same meanings as in Ohio Admin. Code  
3796:1-1-01 or subsequent similar regulations.
- (d) "Licensee" means, with respect to a medical marijuana  
dispensary license issued under this chapter, a person in whose  
name a license to operate a medical marijuana dispensary has been  
issued, as well as the individual(s) designated on the license  
application as principally responsible for the operation of the

medical marijuana dispensary.

(e) "Operate" means to control or hold primary responsibility for the operation of a medical marijuana dispensary, either as a business entity, as an individual, or as part of a group of individuals with shared responsibility. "Operate" or "cause to be operated" shall mean to cause to function or to put or keep in operation. Operator means any persons on the premises of a medical marijuana dispensary who is authorized to exercise overall operational control or hold primary responsibility for the operation of a medical marijuana dispensary or who causes to function or who puts or keeps in operation the business. A person may be found to be operation or causing to be operated a medical marijuana dispensary whether or not that person is an owner, part owner, or licensee of the business.

(f) "Person" means an individual, proprietorship, partnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

(g) "Transfer of ownership or control" of a medical marijuana dispensary shall mean any of the following:

- (1) The sale, lease, or sublease of the business;
- (2) The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or similar means; or
- (3) The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

(h) "Director" shall mean the Director of Public Safety, "Commissioner" shall mean the Building Commissioner, and "Chief" shall mean the Chief of Police of the City.

### 720.03 APPLICABILITY.

Businesses subject to this chapter are medical marijuana cultivators, processors and dispensaries.

### 720.04 PROHIBITION ON CERTAIN MEDICAL MARIJUANA OPERATIONS.

No person shall operate a medical marijuana cultivator or processor in the City. Any person who violates this section shall be guilty of a misdemeanor of the first degree.



#### 720.05 MEDICAL MARIJUANA DISPENSARY LICENSE REQUIRED.

(a) No person shall operate a medical marijuana dispensary without a valid medical marijuana dispensary license issued by the City pursuant to this chapter.

(b) Any person who violates subsection (a) of this section shall be guilty of a misdemeanor of the first degree.

#### 720.06 MEDICAL MARIJUANA DISPENSARY LICENSE APPLICATION.

(a) An application for a medical marijuana dispensary license shall be submitted to the Director on a form provided by the Director. The application may request and the applicant shall provide such information as reasonably necessary to enable the City to determine whether the applicant meets the qualifications established in this chapter.

(b) An application for a medical marijuana dispensary license shall identify and be signed by the following persons:

(1) If the business entity is owned by an individual, that individual.

(2) If the business entity is owned by a corporation, each officer or director of the corporation, any individual owning or controlling more than 50 percent of the voting shares of the corporation, and any person with an ownership interest in the corporation who will be principally responsible for the operation of the proposed medical marijuana dispensary or greater ownership interest in the corporation.

(3) If the business entity is owned by a limited liability company, each member of the limited liability company, and any person who will be principally responsible for the operation of the proposed medical marijuana dispensary on behalf of the limited liability company.

(4) If the business entity is owned by a partnership (general or limited), a joint venture, or any other type of organization where two or more persons share in the profits and liabilities of the organization, each partner (other than limited partners); and any other person entitled to share in the profits of the organization, whether or not such person is also obligated to share in the liabilities of the organization, who will be principally responsible for the operation of the proposed medical marijuana dispensary.

(c) An application for a medical marijuana dispensary license

must designate one or more individuals to be principally responsible for the operation of the proposed medical marijuana dispensary, if a license is granted. At least one person so designated must be involved in the day-to-day operation of the proposed medical marijuana dispensary on a regular basis. Each person so designated, as well as the business entity itself, shall be considered a license applicant, must qualify as a licensee under this chapter, and shall be considered a licensee if a license is granted.

(d) An application for a medical marijuana dispensary license shall be completed according to the instructions of the application form, which shall require the following:

(1) If the applicant is:

A. An individual, state the legal name and any aliases of such individual;

B. A partnership, state the complete name of the partnership and all of its partners and whether the partnership is general or limited, and provide a copy of the partnership agreement, if any; or

C. A joint venture, or any other type of organization where two or more persons share in the profits and liabilities of the organization, state the complete name of the organization and provide a copy of the legal document establishing the organization, if any; or

D. A corporation, state the complete name of the corporation and the date of its incorporation, provide evidence that the corporation is in good standing under the laws of its state of incorporation, and state the names and capacity of all officers and directors, the name of the registered corporate agent, and the address of the registered office for service of process.

E. A limited liability company, state the complete name of the limited liability company and the date of its organization, provide evidence that the company is in good standing under the laws of its state of organization, and state the names of all members, the name of the registered statutory agent, and the address of the registered office for service of process.

(2) If the applicant intends to operate the medical marijuana dispensary under a name other than that of the applicant, state the fictitious name to be used and submit copies of documentation evidencing the registration of the business name under applicable laws.

(3) State whether any applicant, or any of the individuals identified in the application pursuant to subsection (b) hereof,

has been convicted of a disqualifying offense, and if so, the specified offense and the date, place, and jurisdiction of each such conviction.

(4) State whether any applicant, or any of the individuals identified in the application pursuant to subsection (b) hereof, has had a previous license under this chapter or other similar regulation of another jurisdiction denied, suspended or revoked, including the name and location of the medical marijuana dispensary for which the permit was denied, suspended or revoked, as well as the date of the denial, suspension or revocation; and state whether the applicant has been a partner in a partnership or an officer, director or 10 percent or greater owner of a corporation licensed under this chapter whose license has previously been denied, suspended or revoked, including the name and location of the business for which the permit was denied, suspended or revoked as well as the date of denial, suspension or revocation.

(5) State whether any applicant, or any of the individuals identified in the application pursuant to subsection (b) hereof, holds any other licenses under this chapter or other similar regulation from this or another jurisdiction and, if so, the names and locations of such other licensed businesses.

(6) State the location of the proposed medical marijuana dispensary, including a legal description of the property, street address, and telephone number(s), if any.

(7) State the mailing address and residential address of each applicant and each person signing the application.

(8) Submit a current, valid retail dispensary license or provisional dispensary license issued to the applicant by the state board of pharmacy under the provisions of R.C. Chapter 3796 and the regulations promulgated thereunder, or evidence that the applicant has made application for such a license or provisional license to the state board of pharmacy.

(9) Submit a security plan for review and approval by the Chief. The security plan shall be on a form or in a manner prescribed by the Chief and shall include, at a minimum, a lighting plan that identifies how the interior, facade, adjoining sidewalks, parking areas and immediate surrounding areas of the dispensary will be illuminated and how the lighting will deflect light away from adjacent properties; and an identification of operable cameras, alarms, security guards and other security measures to be present on the premises whether during or outside business hours. The security plan should address the applicant's use of off-street parking and proposed use of armed security guards, video surveillance and door, building and parking lot

security as appropriate. The applicant shall supply all additional information requested by the Chief necessary for the Chief to evaluate the security plan.

(10) State the driver's license number and Social Security number of each applicant who is a natural person and each person signing the application, or, for an applicant that is not a natural person, the applicant's federally issued tax identification number.

(11) Submit proof that each applicant who is a natural person is at least 18 years old.

(12) Submit a sketch or diagram showing the configuration of the premises of the medical marijuana dispensary. The diagram shall also designate the place at which the dispensary license will be conspicuously posted, if issued. The sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.

#### 720.07 ISSUANCE OF MEDICAL MARIJUANA DISPENSARY LICENSE.

(a) Within five days of receipt of an application for a medical marijuana dispensary license, the Director shall notify the Commissioner and the Chief of such application. In making such notification, the Director shall request that the Chief promptly investigate the information provided in the application and shall request that the Chief and Commissioner promptly inspect the premises for which the medical marijuana dispensary license is sought in order to assess compliance with the regulations under their respective jurisdictions.

(b) The Chief and the Commissioner shall begin their respective investigations and inspections promptly upon receipt of notice of an application from the Director. The Chief and Commissioner shall provide the results of their investigations, including written certifications of whether the premises and applicants are in compliance with the laws and regulations under their respective jurisdictions, to the Director, in writing, within 60 days of receipt of notice of the application.

(c) The Commissioner's inspection of the premises for which a medical marijuana dispensary license is sought shall include an investigation as to whether the premises are in compliance with the Ohio Basic Building Code, the Brook Park Zoning Code, the Brook Park Property Maintenance Code, and the provisions of this chapter related to physical characteristics of the premises.

(d) Within 90 days after receipt of a completed medical

marijuana dispensary license application, the Director shall approve or deny the issuance of a license. The Director shall approve the issuance of a license to an applicant unless he or she determines that one or more of the following findings is true:

(1) An applicant who is a natural person is under 18 years of age.

(2) An applicant has failed to provide information reasonably necessary for issuance of the license as requested on the application form, or has falsely answered a question or request for information on the application form.

(3) No person identified in the application pursuant to Section 556.06(b) or Section 556.06(c) of this chapter has been denied a license to operate a medical marijuana dispensary or has had a license to operate a medical marijuana dispensary revoked within the preceding 12 months by any jurisdiction.

(4) No person identified in the application pursuant to Section 556.06(b) or Section 556.06(c) of this chapter has been convicted of a disqualifying offense.

(5) The proposed medical marijuana dispensary would violate or fail to be in compliance with any provisions of the Brook Park Zoning Code, Property Maintenance Code or General Offenses Code, or state statute or regulation.

(6) The application and investigation fee or a prior license fee required by this chapter has not been paid in full.

(7) An applicant is in violation of or in not in compliance with any provision of this chapter, except as provided in subsection (e)(1) of this section.

(e) If the Director determines that one or both of the following findings is true, the license issued pursuant to subsection (d) of this section shall contain a requirement that the licensee correct all deficiencies specified within 120 days of the date the license is issued:

(1) The results of inspections of the premises by the Chief or the Commissioner indicate that the premises are not in compliance with applicable laws and regulations under their respective jurisdictions, including the provisions of this chapter related to characteristics of the physical premises. This subsection shall not apply to premises that are in violation of any law or regulation that is identified or referenced in subsections (d)(1) through (d)(7) hereof.

(2) An applicant is overdue in payment to the City of taxes,

fees, fines, or penalties assessed against or imposed upon him or her in relation to any business, which are not the subject of a pending appeal or other legal challenge.

(f) If the Director determines that no other grounds for denial of a license exist under subsection (d) hereof, the Director shall not delay approval of the application past the end of the 90-day period provided in this section solely because the Chief has not provided the Director with the results of his inspection of the premises; the results of the Commissioner's inspection of the premises are not available; or the Chief has not completed his investigation of the criminal background of the applicant(s). If, after approving the issuance of a license, the Director receives information from his investigation which he determines constitutes grounds for denial of a license under subsection (d) hereof, then the medical marijuana dispensary license issued pursuant to this subsection (f) hereof shall be immediately revoked. If after approving the issuance of a license, the Director receives information concerning the results of inspections of the premises by the Chief, or the Commissioner's inspection, which the Director determines constitutes grounds for the issuance of a license subject to a requirement to correct deficiencies under subsection (e) hereof, then a requirement shall be added to the terms of the medical marijuana dispensary licenses issued pursuant to this subsection (f) hereof to correct all deficiencies noted within 120 days of the date such requirement is added.

(g) A medical marijuana dispensary license, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date, and the address of the licensed medical marijuana dispensary. All medical marijuana dispensary licenses shall be posted in a conspicuous place at or near the entrance to the business so that they may be easily read at any time.

(h) The Director shall advise the applicant in writing of the reasons for any license denial.

#### 720.08 FEES.

(a) Every application for a new medical marijuana dispensary license shall be accompanied by a \$350.00 non-refundable application and investigation fee.

(b) Every application for renewal of a medical marijuana dispensary license shall be accompanied by a \$250.00 non-refundable application and investigation fee.

(c) In addition to the application and investigation fee required

in subsection (a) or (b) hereof, every applicant that is granted a medical marijuana dispensary license (new or renewal) shall pay to the City an annual, non-prorated license fee in the amount of \$25,000.00 upon license issuance or renewal, plus an amount equaling 1.5 percent of the licensee's gross annual sales above the amount of \$1,250,000.00, which the licensee shall calculate at the expiration of the license or renewal term using sales figures from the licensee's state-mandated reporting or recordkeeping forms, and which the licensee shall pay to the City within 60 days of the expiration of any term (new or renewal) of the license. The initial license fee may be refunded only if the applicant does not receive a license issued by the state board of pharmacy for a period covering any portion of the term of the license issued by the City. The licensee shall give the Director or his or her designee(s) an opportunity to review the data and basis upon which the licensee has calculated fees due under this section.

#### 720.09 INSPECTION.

(a) The Division of Police and Commissioner shall, from time to time, inspect each medical marijuana dispensary licensed under the provisions of this chapter that is open to the public in order to assess compliance with the provisions of this chapter.

(b) An applicant or licensee shall permit the Commissioner or designees and the Chief or designees, as well as representatives of other city departments and divisions, to inspect a medical marijuana dispensary that is open to the public for the purpose of insuring compliance with the law, during times that it is occupied or open for business.

(c) An applicant or licensee shall subject the application to denial or the license to revocation if he or she refuses to permit such lawful inspection of the premises.

#### 720.10 EXPIRATION AND RENEWAL OF LICENSE.

(a) Each license issued pursuant to this chapter shall expire one year from the date of issuance and may be renewed by making application as provided in this section. Application for renewal shall be made no more than 90 days and no fewer than 30 days before the expiration date. If application is made fewer than 30 days before the expiration date, the license will not be extended pending a decision on the application, but will expire on its normal expiration date.

(b) An application for renewal of a medical marijuana dispensary license shall be submitted to the Director on a form provided by

the Director. The renewal application may request and the applicant shall provide such information as reasonably necessary to enable the City to determine whether the applicant meets the qualifications established in this chapter. The completed renewal application shall describe any changes or additions to, or deletions from, the information provided in the applicant's initial license application pursuant to Section 720.06 of this chapter. The completed renewal application shall be accompanied by copies of any document or material submitted in connection with the initial license application that has been revised or requires revision to reflect any change in circumstances or conditions.

Sketches or diagrams and security plans submitted with an initial medical marijuana dispensary license application may be resubmitted with subsequent renewal applications, provided that the applicant certifies in writing that the sketch or diagram and security plan still depict the premises and plan accurately.

(c) The Director shall make determinations concerning the approval of license renewals based on the same criteria used to evaluate applications for new licenses under Section 720.07 of this chapter.

(d) he Director shall advise the applicant in writing of the reason(s) for any denial of a license renewal.

(e) When the City denies an application for renewal of a license, the applicant shall not be issued another license for one year from the date of denial. If the City finds, subsequent to denial, that the basis for denial of the renewal license has been corrected or abated, the applicant may be granted a license if at least 90 days have elapsed since the denial was issued.

#### 720.11 LICENSE SUSPENSION.

(a) The City shall suspend a medical marijuana dispensary license for a period not to exceed 30 days if it determines that a licensee:

(1) Has violated or is not in compliance with any section of this chapter; or

(2) Has authorized or approved an employee's violation of or failure to comply with any section of this chapter, or as a result of the licensee's negligent failure to supervise either the premises of the medical marijuana dispensary or a medical marijuana dispensary has allowed an employee to violate or fail to comply with any section of this chapter.



(b) The City shall suspend a medical marijuana dispensary license for a period not to exceed 30 days if it determines that a licensee or his employee or agent has refused to allow an inspection of the licensed medical marijuana dispensary premises as authorized by this chapter.

(c) The Director shall advise the licensee in writing of the reason(s) for any suspension.

#### 720.12 LICENSE REVOCATION.

(a) The City shall revoke a medical marijuana dispensary license if a cause of suspension under Section 720.11 of this chapter occurs and the license has been suspended two times within the preceding 12 months.

(b) The City shall revoke a medical marijuana dispensary license if it determines that:

(1) A licensee gave false or misleading information in the material submitted during the application process;

(2) The licensee(s) failed to comply with any requirement stated in the license, pursuant to Section 720.07(g) of this chapter, to correct specified deficiencies within 120 days;

(3) A licensee has knowingly allowed, or as a result of the licensee's negligent failure to supervise either the premises of the medical marijuana dispensary or a medical marijuana dispensary employee, a licensee has allowed, possession, use, or sale of controlled substances (except medical marijuana) on the premises;

(4) A licensee has knowingly allowed, or as a result of the licensee's negligent failure to supervise either the premises of the medical marijuana dispensary or a medical marijuana dispensary employee, a licensee has allowed the commission of a felony on the premises;

(5) A licensee operated the medical marijuana dispensary during a period of time when the licensee knew or reasonably should have known that the licensee's license was suspended, or when the licensee no longer maintained a dispensary license issued by the state board of pharmacy;

(6) A licensee has been convicted of a specified criminal activity, as defined in Section 720.02 of this chapter, during the term of the license; or

(7) A licensee is delinquent in payment to the City, County, or

State for any taxes or fees past due that were assessed or imposed in relation to any business.

(c) The Director shall advise the licensee in writing of the reason(s) for any revocation.

(d) When the City revokes a license, the licensee shall not be issued another license for one year from the date the revocation became effective. If the City finds, subsequent to revocation, that the basis for the revocation has been corrected or abated, the applicant may be granted a license if at least 90 days have elapsed since the date the revocation became effective.

#### 720.13 APPEAL RIGHTS.

(a) Any denial, suspension, or revocation of a new or renewal license under this chapter may be appealed to the City of Brook Park Board of Zoning Appeals by written notice within 10 days of such denial, suspension or revocation. Unless the applicant requests a longer period, the Board of Zoning Appeals must hold a hearing on the appeal within 30 days and must issue a decision affirming or reversing the denial, suspension, or revocation within five days after the hearing.

(b) Any decision by the Board of Zoning Appeals shall be a final appealable order and the applicant or licensee may seek judicial review of such administrative action in any court of competent jurisdiction pursuant to general law.

(c) Any licensee lawfully operating a medical marijuana dispensary prior to the denial of a license renewal application, or the suspension or revocation of a license, may continue to operate said business during the pendency of an appeal of a decision rendered under this chapter to the Board of Zoning Appeals or to a court.

(d) In the event that an applicant for a new medical marijuana dispensary license seeks judicial review of the denial of a new license, there shall be no automatic stay of the denial.

#### 720.14 TRANSFER OF LICENSE.

A medical marijuana dispensary license is not transferable from one licensee to another or from one location to another without the express written permission of the Director. Any purported transfer of a medical marijuana dispensary license without the express written permission of the Director shall automatically and immediately revoke that license. Notwithstanding anything in

this chapter to the contrary, a license transferee shall assume all responsibilities of the license transferor under this chapter and all applicable code.

**720.15 REGULATIONS PERTAINING TO THE OPERATION OF  
MEDICAL MARIJUANA DISPENSARIES.**

(a) No person may operate or cause to be operated a medical marijuana dispensary without complying with the following requirements:

(1) The medical marijuana dispensary shall be operated in accordance with all applicable laws, rules and regulations promulgated by the state.

(2) The parcel upon which the dispensary is operated shall not at the time the original dispensary license is issued be located within 1,000 feet from any parcel on which sits a school, church, public library, public playground, recreation center, city owned building or property, or 500 feet from any residential property and not within one-half mile of any medical marijuana dispensary or public park.

(3) Consultations by medical professionals shall not be a permitted at a dispensary, unless the patron already has a recommendation for medical marijuana prior to entering the dispensary.

(4) Signs shall be posted on the outside of the dispensary and shall only contain the name of the business, limited to two colors.

(5) The dispensary shall operate only between the hours of 7:00 a.m. and 9:00 p.m., seven days a week.

(6) The use of any vending machine which allows access to medical marijuana is prohibited. For purposes of this subsection (a)(6), a vending machine is any device which allows access to medical marijuana without a human intermediary.

(7) The premises of every medical marijuana dispensary shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access, including restrooms, at an illumination level of not less than five foot-candles as measured at floor level.

(8) No medical marijuana dispensary shall be operated in any manner that permits the observation from outside the premises of any image depicting or describing a marijuana leaf or the

combustion of plant material, whether by means of display, decoration, sign, window or any other means.

(9) Any material change to information provided in the licensee's application including, but not limited to, changes to the security plan must be promptly communicated, in writing, to the Director.

(10) If, at any time, the licensee is subject to any enforcement action by the state, the licensee shall immediately notify the Director and shall provide any relevant information or documentation requested by the Director.

(11) If, at any time, the licensee has a reasonable belief that an actual loss, theft or diversion of medical marijuana or currency worth or amounting to more than \$100.00 has occurred, the licensee shall immediately notify the Director, and in any event such notification shall be provided no later than 24 hours after discovery of the loss, theft or diversion.

(b) Except as otherwise provided in this paragraph, any person who violates subsection (a) hereof, or any person who operates a medical marijuana dispensary and permits a violation of subsection (a) hereof on the premises, shall be guilty of a misdemeanor of the third degree. If the offender previously has been convicted of or pleaded guilty to one violation of subsection (a) hereof, a violation of subsection (a) of this section will be considered a misdemeanor of the second degree. If the offender previously has been convicted of or pleaded guilty to two or more violations of subsection (a) of this section, a violation of subsection (a) hereof will be considered a misdemeanor of the first degree.

#### 720.16 LOITERING AND EXTERIOR LIGHTING AND MONITORING REQUIREMENTS.

(a) It shall be the duty of the operator of a medical marijuana dispensary to:

(1) Initiate and enforce a no loitering policy within the external boundaries of the real property upon which the medical marijuana dispensary is located;

(2) Post conspicuous signs stating that no loitering is permitted on such property;

(3) Monitor the activities of persons on such property by visually inspecting such property or inspecting such property

by use of video cameras and monitors; and

(4) Provide adequate lighting of the exterior premises to provide for visual inspection or video monitoring and to prohibit loitering. The video cameras and monitors shall operate continuously at all times that the premises is open for business.

(b) It shall be unlawful for a person having a duty under this section to knowingly fail to fulfill that duty.

#### 720.17 INJUNCTION.

Any person who operates or causes to be operated a medical marijuana dispensary in violation of this chapter is subject to a suit for injunction as well as prosecution for criminal violations under the Codified Ordinances of the City.

#### 720.18 EFFECT OF PARTIAL INVALIDITY.

If any section, subsection or clause of this chapter shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

#### 720.19 CHANGE IN INFORMATION.

During the pendency of any application for, or during the term of, any medical marijuana dispensary license, the applicant or licensee shall promptly notify the Director in writing of any change in any material information given by the applicant or licensee in the application for such license, including specifically, but without limitation, any change in managers of the medical marijuana dispensary establishment or in the individuals identified in the application pursuant to this chapter; or if any of the events constituting grounds for suspension or revocation pursuant to this chapter occur.

#### 720.99 PENALTY.

(a) Violations of this chapter for which no penalty is specified shall be unclassified misdemeanor offenses punishable by fine or imprisonment, as provided in Section 501.99 of the Codified Ordinances of the City of Brook Park.

(b) Each day that a medical marijuana dispensary operates in violation this chapter is a separate offense.

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

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to enact Chapter 720 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

dispensary  
license

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

PIC 9-21-21 Legislative  
CA/PP/10-5-21  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C 10-5-2021-2/8/22  
Caucus 2-8-22

CITY OF BROOK PARK, OHIO

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY: MAYOR GAMMELLA

A RESOLUTION

APPROVING THE CITY OF BROOK PARK'S NOTICE TO THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL ("NOPEC") TO ELECT NOPEC'S GREEN COMMUNITY CHOICE PROGRAM FOR THE CITY'S ELECTRICITY AGGREGATION PROGRAM STARTING JANUARY 2023, AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park, County of Cuyahoga, Ohio is a member of the Northeast Ohio Public Energy Council ("NOPEC") and participates in NOPEC's electricity aggregation program ("Aggregation Program"); and

WHEREAS, the City has adopted or may be considering adopting a sustainability plan, a part of which includes or may include increasing the renewable content of the electricity consumed in the City; and

WHEREAS, NOPEC has developed a new green program offering for its member communities with a 100% renewable energy content standard default electricity aggregation product, that includes Renewable Energy Credits ("RECs") for 100% of the customer's energy usage, to any current or new NOPEC member community that selects this program for the upcoming three (3) year NOPEC electric aggregation term (from the January 2023 until January 2026 utility meter reads) ("Green Community Choice Program"); and

WHEREAS, the Green Community Choice Program will include the additional cost of 100% of RECs for 100% of the City's eligible customers' energy usage; and

WHEREAS, the additional cost for the REC content included in the Green Community Choice Program price will be no higher than .425 cents/kWh or about \$3.55/month for the average residential household over the term of program; and

WHEREAS, the City's eligible customers will have the option to opt-in to the standard NOPEC default product not containing additional RECs at the lower Standard Program price or choose another NOPEC product offering; and

**WHEREAS**, the NOPEC Green Community Choice Program offering requires that a member community notify NOPEC in writing on or before December 31, 2021, of its election to choose the Green Community Choice Program (100% REC standard default electricity aggregation product) for the upcoming three (3) year NOPEC Aggregation Program term with legislation adopted by the legislative authority of the community making the election.

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

**SECTION 1:** This Council hereby approves the City's election to participate in NOPEC's Green Community Choice Program for the upcoming three (3) year NOPEC Aggregation Program term (from the January 2023 through January 2026 utility meter reads). This Council hereby authorizes and ratifies all actions of the Mayor in connection with the execution of the City's election to notify NOPEC to participate in NOPEC's Green Community Choice Program.

**SECTION 2:** This Council hereby acknowledges that the City's election to participate in NOPEC's Green Community Choice Program for the coming three (3) year NOPEC Aggregation Program term (from the January 2023 until the January 2026 utility meter read(s) is binding and irrevocable for such three (3) year Aggregation Program term.

**SECTION 3:** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in open meetings 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 the City's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**SECTION 4:** This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to approve this notice; therefore, provided this resolution receives the affirmative vote of at least five (5) members elected to Council. It shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.



PASSED: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

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

\_\_\_\_\_  
DATE

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

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



# MEMO

**CITY OF BROOK PARK – BUILDING DEPARTMENT**

5590 Smith Road • Brook Park • Ohio • 44142

Phone: (216) 433-7412 • Fax: (216) 433-4117

TO: Carol Johnson, Clerk of Council

CC: Mayor Orcutt  
Carol Horvath, Law Director

FROM: Carol Dell, Planning Commission

DATE: June 8, 2022

RE: Planning Commission Recommendation

The following request was approved at the Monday, June 6, 2022 Planning Commission meeting and should be forwarded to City Council for final action. If I can be of further assistance, please do not hesitate to contact me.

1. Request approval of the proposed lot split for 14070 & 14080 Brookpark Road PPN:344-31-003 to create new Parcel "A" and Parcel "B"

Include Stipulations of Engineer, See Attached

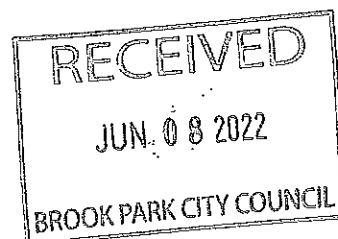
**AGENT INFORMATION:**

Neff and Associates  
Contact: Steven J. Metcalf  
6405 York Road  
Parma Heights, Ohio 44130  
Office: 440/884-3100  
E-Mail: [smetcalf@neff-accos.com](mailto:smetcalf@neff-accos.com)

Thank you,

*Carol Dell*

City of Brook Park  
Building Department  
Office: 216/433-7412  
E-Mail: [cdell@cityofbrookpark.com](mailto:cdell@cityofbrookpark.com)





# CITY OF BROOK PARK

BUILDING DEPARTMENT | 5590 Smith Road | Brook Park | Ohio | 44142

- Y - Verify plat has ben submitted Cuy. Cnty. for review.
- Verify that side yard setback variances will not be required if Lot Split is approved.
- Terms, conditions, responsibilities, etc. of proposed ingress/egress easment are to be recorded with County.

ERP - 06 05 2022

www.cityofbrookpark.com/building-department  
Office 216.433.7412

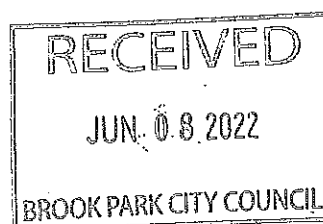
## 2022 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	14070 & 14080 Brookpark Road	<input type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL	ZONE U7-B
PARCEL #	344-31-003	BUSINESS NAME (If Applicable)	Crown Acura

PROPERTY OWNER NAME(S)	CJM Brookpark Properties, LLC - Colin MacLean			<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	216-876-5400	Email	colin@mycrownacura.com	
Street Address	14070 Brookpark Road	City	Brookpark	Zip 44135
AGENT/CONTACT PERSON NAME(S)	Neff and Associates - Steven J. Metcalf			<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	440-884-3100	Email	smetcalf@neff-assoc.com	
Street Address	6405 York Rd.	City	Parma Heights	Zip 44130

APPROVAL(S) REQUESTED	<input type="checkbox"/> Aesthetic / Project <sup>2</sup>	<input type="checkbox"/> Conditional Use Permit <sup>2</sup>	
	<input type="checkbox"/> Front Porch	<input type="checkbox"/> Billboard <sup>1</sup>	<input type="checkbox"/> Telecommunication Tower <sup>1</sup>
	<input type="checkbox"/> Re-Zone <sup>3</sup>	<input checked="" type="checkbox"/> Lot Split <sup>3,4</sup>	<input type="checkbox"/> Lot Consolidation <sup>3,4</sup>
	<input type="checkbox"/> Other:		
	<sup>1</sup> Provide Construction Drawings and/or Structural calculations		
	<sup>2</sup> Provide Detailed Business Plan		
	<sup>3</sup> Provide Legal Description		
	<sup>4</sup> Provide Lot Split / Consolidation Plat and Mylar		
SUMMARY OF REQUEST	Owner of Crown Acura is submitting for consideration a Lot split of the address 14070 & 14080 Brookpark Rd. Being currently Cuyahoga County Parcel Number 344-31-003 to create new Parcel "A" & Parcel "B"		
	New Parcel "B" = "1.319 Acres" for the existing Address: 14070 Brookpark Rd.		
	Remainder Parcel "A" = "2.5983 Acres - Address: 14080 Brookpark Rd.		
	THE INTENT OF THIS PLAT IS TO CREATE NEW PARCELS "A" & "B" AS SHOWN		

APPLICANT SIGNATURE	<input type="checkbox"/> Owner <input type="checkbox"/> Agent	DATE
---------------------	---	------





## City of Brook Park

## Building Department

May 27, 2022

Neff and Associates  
c/o Steven J. Metcalf  
6405 York Road  
Parma Hts., Ohio 44130

Please be advised:

The following item will be removed from the Table of the City of Brook Park Planning Commission and placed on the Agenda:

- Request approval of the proposed lot split plat for 14070 & 14080 Brookpark Road PPPN. 344-31-003 to create new Parcel "A" and Parcel "B"

The Planning Commission meeting will be held on Monday - June 6, 2022, in the Brook Park City Council Chambers (located inside the John A. Polonye Community Center) at 17400 Holland Road. *The Planning Commission Meeting will be held at the immediate conclusion of the 7:00 PM Board of Zoning Appeals Meeting.* It will be necessary for you to attend this meeting to answer any questions the Commission may have relating to your request.

If you require any further assistance, please do not hesitate to contact me at (216) 433-7412 or [manderson@cityofbrookpark.com](mailto:manderson@cityofbrookpark.com)

Sincerely yours,

Mitzi Anderson  
Planning & Zoning

Cc: CJM Brookpark Properties, LCC - Colin MacLean - 14070 Brookpark Road - Brook Park, Ohio 44142



# CITY OF BROOK PARK

BUILDING DEPARTMENT | 5590 Smith Road | Brook Park | Ohio | 44142

www.cityofbrookpark.com/building-department  
Office 216.433.7412

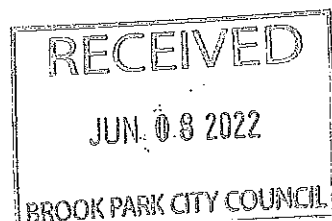
## 2022 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	14070 & 14080 Brookpark Road	<input type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL	ZONE	U7-B
PARCEL #	344-31-003	BUSINESS NAME (If Applicable)	Crown Acura	

PROPERTY OWNER NAME(S)	CJM Brookpark Properties, LLC - Colin MacLean			<input type="checkbox"/> Will Attend Meeting
Phone #	216-676-5400	Email	colin@mycrownacura.com	
Street Address	14070 Brookpark Road	City	Brookpark	Zip 44135
AGENT/CONTACT PERSON NAME(S)	Neff and Associates - Steven J. Metcalf			<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	440-884-3100	Email	smetcalf@neff-assoc.com	
Street Address	6405 York Rd.	City	Parma Heights	Zip 44130

APPROVAL(S) REQUESTED	<input type="checkbox"/> Aesthetic / Project <sup>2</sup>	<input type="checkbox"/> Conditional Use Permit <sup>2</sup>	
	<input type="checkbox"/> Front Porch	<input type="checkbox"/> Billboard <sup>1</sup>	<input type="checkbox"/> Telecommunication Tower <sup>1</sup>
	<input type="checkbox"/> Re-Zone <sup>3</sup>	<input checked="" type="checkbox"/> Lot Split <sup>3,4</sup>	<input type="checkbox"/> Lot Consolidation <sup>3,4</sup>
	<input type="checkbox"/> Other:		
	<sup>1</sup> Provide Construction Drawings and/or Structural calculations		
	<sup>2</sup> Provide Detailed Business Plan		
	<sup>3</sup> Provide Legal Description		
	<sup>4</sup> Provide Lot Split / Consolidation Plat and Mylar		
SUMMARY OF REQUEST	Owner of Crown Acura is submitting for consideration a Lot split of the address 14070 & 14080 Brookpark Rd. Being currently Cuyahoga County Parcel Number 344-31-003 to create new Parcel "A" & Parcel "B" New Parcel "B" = "1.319 Acres" for the existing Address: 14070 Brookpark Rd. Remainder Parcel "A" = "2.5983 Acres" - Address: 14080 Brookpark Rd. THE INTENT OF THIS PLAT IS TO CREATE NEW PARCELS "A" & "B" AS SHOWN		

APPLICANT SIGNATURE	<input type="checkbox"/> Owner <input type="checkbox"/> Agent	DATE
---------------------	---	------





**NEFF**  
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description  
**CJM Brookpark Properties LLC**  
**14080 Brookpark Road**  
**Parcel "A"**  
April 5, 2022  
File No. 13749B-LD001  
Page 1 of 1

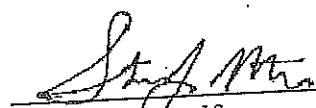
Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio and known as being **Parcel "A"** in the Lot Split Plat for CJM Brookpark Properties LLC, being of a part of Original Rockport Township Section Nos. 1 and 2, as shown by the recorded plat in A.F.N. \_\_\_\_\_ of Cuyahoga County Records and containing a **Total Area of 2.3145 Acres (100,821 Square Feet) of land, of which 0.3442 Acres (14,993 Square Feet) is within the Right of Way for Brookpark Road**, as surveyed by Steven J. Metcalf, Registered Surveyor No. 8622-Ohio of Neff and Associates, Dated March, 2022.

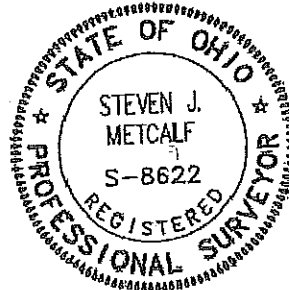
Excepting out the area that is within the Dedicated Right of Way for Brookpark Road (State Route 17) as shown on Dedication Plat for Brookpark Road and recorded in Volume 119 of Maps, Page 18 of Cuyahoga County Records.

Be the same more or less, but subject to all legal highways and easements of record.

Basis of bearing for this survey is Grid North of the NAD83 (CORS96), Ohio State Plane, North Zone (3401) as established by GPS observations and is used to denote angles only.

Monuments described as "iron pin set" are 5/8" x 30" rebar capped "Neff & Assoc #8622".

  
Steven J. Metcalf  
Registered Survey No. 8622-Ohio





**NEFF**  
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

**Legal Description**

**CJM Brookpark Properties LLC**

**14070 Brookpark Road**

**Parcel "B"**

**April 5, 2022**

**File No. 13749B-LD002**

**Page 1 of 1**

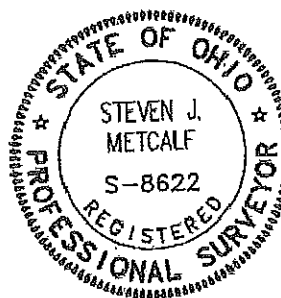
Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio and known as being **Parcel "B"** in the Lot Split Plat for CJM Brookpark Properties LLC, being of a part of Original Rockport Township Section Nos. 1 and 2, as shown by the recorded plat in A.F.N. \_\_\_\_\_ of Cuyahoga County Records and **containing 1.2814 Acres (55,818 Square Feet) of land**, as surveyed by Steven J. Metcalf, Registered Surveyor No. 8622-Ohio of Neff and Associates, Dated March, 2022.

Be the same more or less, but subject to all legal highways and easements of record.

Basis of bearing for this survey is Grid North of the NAD83 (CORS96), Ohio State Plane, North Zone (3401) as established by GPS observations and is used to denotes angles only.

Monuments described as "iron pin set" are 5/8" x 30" rebar capped "Neff & Assoc #8622".

Steven J. Metcalf  
Registered Survey No. 8622-Ohio



## RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is entered into effective \_\_\_\_\_, 2022 by and among CJM Brookpark Properties LLC, an Ohio limited liability company (which with its successors and assigns is herein called "CJMBP"), and RFPDO, LLC, an Ohio limited liability company (which with its successors and assigns is herein called "RFPDO") (CJMBP and RFPDO each being an "Owner" and together, the "Owners").

### RECITALS

A. CJMBP is the owner in fee simple of a certain parcel of real property located in the City of Brook Park, County of Cuyahoga, and State of Ohio, and known as known as Cuyahoga County Permanent Parcel No. \_\_\_\_\_, as further described in Exhibit A-1 attached hereto and incorporated herein by reference (the "CJMBP Parcel").

B. RFPDO is the owner in fee simple of a certain parcel of real property located in the City of Brook Park, County of Cuyahoga, and State of Ohio, and known as known as Cuyahoga County Permanent Parcel No. \_\_\_\_\_, as further described in Exhibit A-2 attached hereto and incorporated herein by reference (the "RFPDO Parcel") (the CJMBP Parcel and RFPDO Parcel each being a "Parcel" and together, the "Parcels").

C. The Parcels share a common driveway area for pedestrian and vehicular ingress and egress to and from each of the Parcels, which is necessary to access Brookpark Road, a public right of way (the "Common Driveway").

D. The Parcels are adjacent to, and share a common boundary with, one another, and due to the proximity of the Parcels and common elements shared by the Parcels, minor, negligible encroachments of improvements may exist.

E. The Owners seek to establish a reciprocal shared access easement on the Parcels, and address related maintenance and restrictions pursuant to the terms and conditions set forth herein.

In consideration of the foregoing, and for the covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

#### 1. Access Easement — Common Driveway; Stormwater Drainage and Detention; Utilities.

(a) The Owners, as the owners of each of the Parcels, hereby grants a perpetual non-exclusive, reciprocal easement for the benefit and use of each Owner of the



Parcels and their respective agents, successors, assigns, tenants, guests, invitees, and other occupants (the "Permittees"), over, across, upon and through the Common Driveways (the "Access Easement"), as depicted on Exhibit B-1 (legal description) and Exhibit B-2 (schematic) attached hereto and incorporated herein. The Access Easement shall be for the sole purposes of vehicular and pedestrian ingress, egress, and access to and from the Parcels and the public right of way, twenty-four hours per day, seven days per week. The Owners of the Parcels shall be prohibited from installing any curbing, fencing or other barriers or obstructions on their respective Parcel that will in any way interfere with the use of the Access Easement. No charge or fee shall ever be made to Permittees for the use of the Access Easement. Owners shall not permit the parking of vehicles or the placement of other obstructions with the Access Easement so as to impede the two-way traffic flow over and across the Access Easement area, and shall police same. In the event an Owner fails to remove any vehicles or other obstructions that are parked and situated illegally following the other Owner's notice of same, the other Owner, at sole its option, may cause such vehicles or obstructions to be removed at the sole cost and expense of the obstructing Owner.

(b) The Owners, as the owners of each of the Parcels, hereby grants a perpetual non-exclusive, reciprocal easement for the benefit and use of each Owner of the Parcels and their Permittees to cross into, over and across each Parcel for stormwater drainage and detention, sewer, electricity, natural gas, water, telephone and all other utilities serving each Parcel.

## 2. Maintenance of the Common Driveways.

(a) At all times during the term of this Agreement, the Owners of the Parcels shall maintain the respective portion(s) of their Parcel that lies within the Common Driveways, at their own cost and expense, consistent with the character and quality of the improvements constructed thereon. Each Owner of the Parcels shall have, without limitation, the obligation to:

(i) Maintain all pavement on the Common Driveways located on its Parcel in a level, smooth and evenly covered condition, including, but not limited to, the filling in and repair of any potholes;

(ii) Remove all debris, filth and refuse in the Common Driveways located on its Parcel to the extent reasonably necessary to keep such Parcel in a clean and orderly condition;

(iii) Plow and remove snow in the Common Driveways located on its Parcel in a timely and thorough manner so as to permit the free flow of vehicular traffic and not interfere with the Owner's use of their respective Parcels.

(iv) Repair, at its own expense, any damage caused to the other Owner's Parcel in the exercise of its rights under this Agreement, and restore such disturbed area(s) as nearly as possible to the condition existing prior to the occurrence of the damage.

(b) Each Parcel benefits from the underground stormwater detention system and the electrical substations that are located along Keystone Parkway which feed the electricity to the Parcels (collectively, the "Critical Components"). In the event any repair or maintenance is required on the Critical Components, the Owners shall split the cost of such repair or maintenance, with sixty percent (60%) of the cost allocated to the CJMBP Parcel and forty percent (40%) of the cost allocated to the RFPDO Parcel.

(c) In the event an Owner shall fail to maintain its Parcel in accordance with Section 2(a) above, ("Defaulting Owner") and such failure shall continue for thirty (30) days following written notice to the Defaulting Owner from another Owner (a "Non-Defaulting Owner"), the Non-Defaulting Owner shall have the right, but not the obligation, to complete such maintenance to the Defaulting Owner's Parcel or to make such payment on the Defaulting Owner's behalf, and the Defaulting Owner shall pay the cost thereof to the Non-Defaulting Owner upon demand, together with the sum of eight percent (8%) of said costs for overhead. There shall be a perpetual non-exclusive easement for the benefit of each Parcel owner, and their Permittees, over, across, upon, and through the Parcels for the sole purpose of maintaining the Parcels in accordance with this Section 2(c).

### 3. Insurance and Indemnity.

(a) At all times during the term of this Agreement, the Owners shall each maintain, or cause to be maintained in full force and effect, a commercial general liability insurance policy, which includes both general liability coverage and property damage, and consequential damages arising therefrom.

(b) Each Owner hereby indemnifies and saves the other Owner harmless from and against any and all liabilities, damages, costs, reasonable expenses, causes of action, suits, claims or judgments (including, without limitation, reasonable attorney's fees and court costs) arising from personal injury, death or property damage and occurring on or from its own Parcel; provided, however, if such personal injury, death or property damage was caused by the intentional or negligent acts or omissions of the Owner or its Permittees, then that Owner shall not be protected or held harmless by this indemnity.

(c) All insurance policies required to be carried by the Owners, covering their respective Parcels, shall, to the extent permitted by law, expressly waive any right of subrogation or similar right on the part of the insurer against the other Owner. The Owners agree that their policies will include such waiver clause or endorsement. Notwithstanding the above, the Owners hereby agree and acknowledge that the waiver herein contained shall expressly extend to and

include any uninsured loss paid by the insured in the form of a deductible or self-funded retention cost.

4. **Minor Encroachments.** The Owners acknowledge and agree that due to the proximity of the Parcels, and common elements shared by the Parcels, minor encroachments of improvements between and among the Parcels may exist. Except as provided herein to the contrary, each Owner agrees to maintain in good operating order all sewer, electricity, natural gas, water, telephone and other utility lines, pipes, and conduits crossing into or over its Parcel and/or serving any improvements located thereon.

5. **Access.** In the event repairs or reconstruction shall be necessary, all necessary entries on the Parcels shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a reasonable and workmanlike manner. Each Owner hereby consents to the other Owner's the right to enter an adjacent Parcel at reasonable times to make any necessary repairs and reconstruction to the Common Driveways or any encroachments set forth in Section 4. Any Owner exercising its rights under this Section 5 shall give notice to the other Owner no less than 48 hours in advance of such Owner's desire to have access and shall only enter the other Owner's Parcel at reasonable times, except in the event of an emergency.

6. **Extent of Liability.** The easements, covenants and restrictions in this Agreement shall continue to be benefits and servitudes upon the Parcels and to run with the title thereto. Notwithstanding any other provision contained in this Agreement to the contrary and so long as the insurance obligations in Section 3 are satisfied, each Owner hereby expressly agrees that the obligations and liability of each of them shall be limited solely to such Owner's interest in its respective Parcel, as such interest is constituted from time to time. In furtherance of the foregoing, each Owner agrees that any claim against an Owner hereto shall be confined to and satisfied only out of, and only to the extent of, such Owner's interest in its Parcel, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any Owner might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth.

7. **Heirs, Executors, Successors and Assigns.** This Agreement shall be binding upon Owners, all future owners of the Parcels, and all of their respective heirs, executors, administrators, successors and assigns, as the case may be. The terms and conditions set forth in this Agreement including, without limitation, the reciprocal easements herein granted, shall benefit and burden the Parcels in perpetuity, running with the land and the estates thereof. Each transferee of a Parcel, or any part thereof, shall be deemed to have assumed the obligations accruing after such transfer imposed on such transferor and such transferor shall upon the completion of such transfer be relieved of all future liability that accrues with respect to the Parcel so conveyed.

8. **Governing Law.** This Agreement shall be governed by and controlled in accordance with the laws of the State of Ohio.

9. **Amendment.** This Agreement constitutes the entire agreement between the Owners and no oral or implied representation or understanding shall vary its terms. This Agreement may be modified only in writing executed and delivered by all the parties, or the successors or assigns of the Owners.

10. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for any public use or purpose whatsoever, it being the intention that this Agreement be for the exclusive benefit of each Owner, and their Permittees, and that nothing herein, express or implied, shall confer upon any other person any rights or remedies under or by reason of this Agreement.

11. **Injunctive Relief.** In addition to the other rights and remedies hereunder or at law or in equity, and without limitation of any of the foregoing, Owners shall each be entitled to enjoin the other from any breach or threatened breach of any covenant, agreement, term, provision, or condition hereof.

12. **Severability.** If any provision of this Agreement or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other entities, persons or circumstances shall not be affected thereby, and shall be enforced to the extent permitted by law. The provision of this Agreement are severable, and if any provision should, for any reason, be held invalid or unenforceable in any respect, it will not invalidate, render unenforceable or otherwise affect any other provision, and such invalid or unenforceable provision will be construed by limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed as of the date set forth in the preamble.

CJM Brookpark Properties LLC

RFPDO LLC

By: \_\_\_\_\_  
Kirtland C. Frye, Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO

)  
) SS:

COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public in and for said County and State, personally appeared Kirtlund C. Frye, Manager of **CJM Brookpark Properties LLC**, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer and the free act and deed of said Company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

STATE OF OHIO

)  
) SS:

COUNTY OF \_\_\_\_\_

BEFORE ME, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ of **RFPDO, LLC**, an Ohio limited liability company, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed individually and as such officer and the free act and deed of said Company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

*This document prepared by:*  
Connie S. Carr, Esq.  
Seeley, Sawidge, Ebert & Gottrich Co, LPA  
26600 Detroit Rd., Suite 300  
Westlake, OH 44145  
(216) 566-8200

**Exhibit A-1**  
**(Legal Description – CJMBP Parcel)**

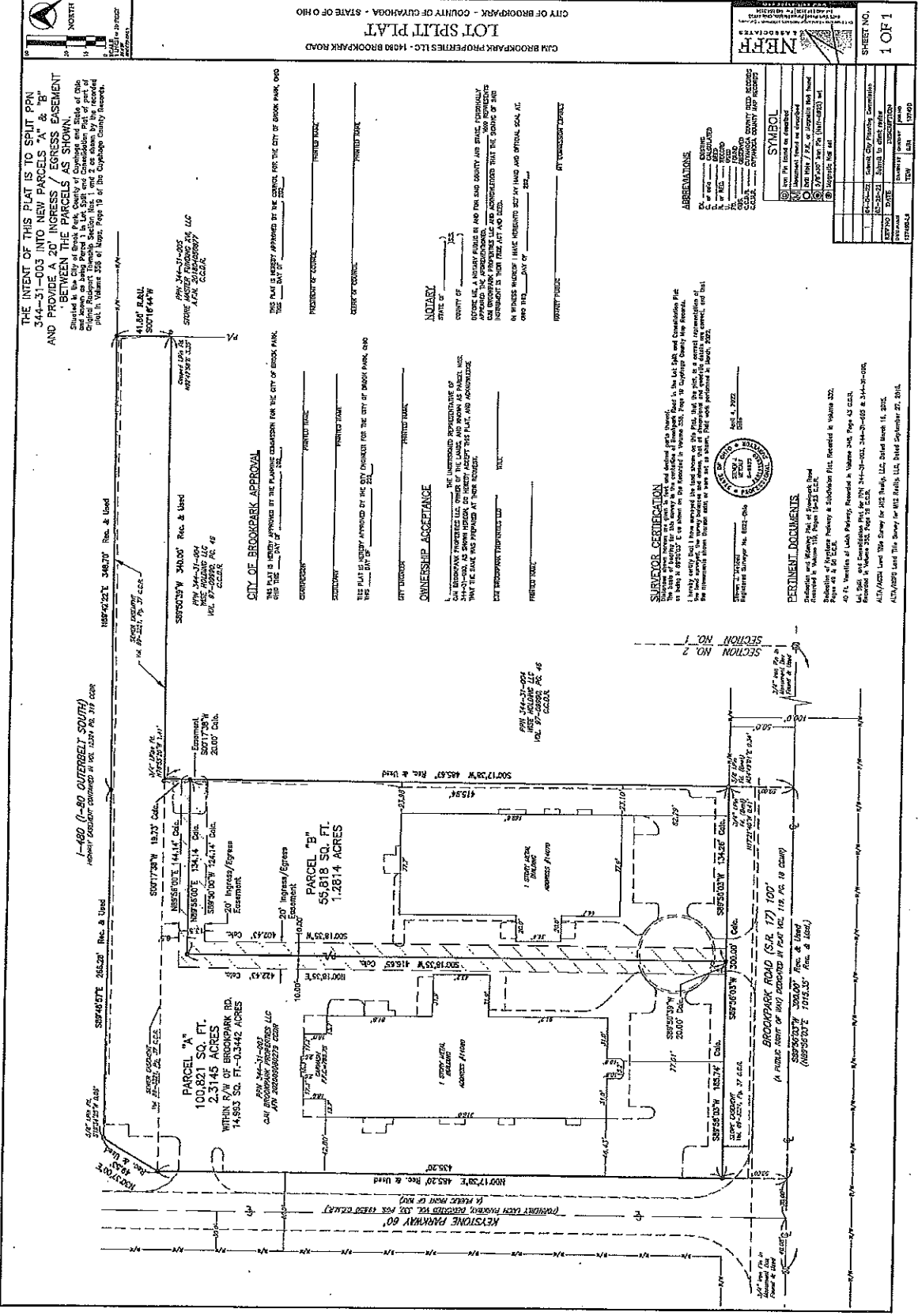
Exhibit A-2  
(Legal Description - RFPDO Parcel)

**Exhibit B-1**  
**(Legal Description – Access Easement)**



Exhibit B-2  
(Schematic)





THE INTENT OF THIS PLAT IS TO SPLIT PPN 344-31-003 INTO NEW PARCELS "A" & "B" AND PROVIDE A 20' EGRESS EASEMENT BETWEEN THE PARCELS AS SHOWN.

Shaded in this plat, County of Cuyahoga and State of Ohio, is the portion of the original Township Section 1 and 2 as shown by the plat in Volume 335 of Maps, Page 19 of the Cuyahoga County Records.

**CITY OF BROOKPARK APPROVAL**

THE PLAT IS HEREBY APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF BROOK PARK, OHIO ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

CITY CLERK \_\_\_\_\_  
CITY ENGINEER \_\_\_\_\_  
CITY COMMISSIONER \_\_\_\_\_  
CITY MANAGER \_\_\_\_\_

**OWNERSHIP ACCEPTANCE**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_, do hereby certify that I have reviewed the foregoing plat and acknowledge that the same has been prepared in accordance with the laws of the State of Ohio and the rules and regulations of the State Surveyor General.

CITY ENGINEER \_\_\_\_\_  
CITY CLERK \_\_\_\_\_  
CITY COMMISSIONER \_\_\_\_\_  
CITY MANAGER \_\_\_\_\_

**SURVEYOR CERTIFICATION**

I, \_\_\_\_\_, a duly licensed Surveyor in the State of Ohio, do hereby certify that I have surveyed the land shown on this plat, that the plat is a correct representation of the survey, and that the same has been prepared in accordance with the laws of the State of Ohio and the rules and regulations of the State Surveyor General.

Surveyor \_\_\_\_\_  
Date \_\_\_\_\_

**PERMIT DOCUMENTS**

Plat No. \_\_\_\_\_  
Recorded in Volume 335, Page 19 of Cuyahoga County Records.  
Plat No. \_\_\_\_\_  
Recorded in Volume 335, Page 19 of Cuyahoga County Records.  
Plat No. \_\_\_\_\_  
Recorded in Volume 335, Page 19 of Cuyahoga County Records.

**LOT SPLIT PLAT**

CITY OF BROOKPARK - COUNTY OF CUYAHOGA - STATE OF OHIO

**NEFF ASSOCIATES**

SYMBOL	DESCRIPTION
1	Survey Boundary
2	Property Line
3	Easement
4	Right of Way
5	Water
6	Other

**SHEET NO. 1 OF 1**

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: MAYOR ORCUTT

P/C 5-8-22 Safety  
CA PRIN 5-17-22  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C 5-17-22

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH  
ADVANCED ELECTRONIC DESIGN, INC., FOR THE PURCHASE OF 15 POLICE  
VEHICLE COMPUTERS, AND DECLARING AN EMERGENCY

WHEREAS, Advanced Electronic Design, Inc., is the only company that  
had an eight-year longevity for mobile computers for use suitable  
in our police vehicles.

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

SECTION 1: The Mayor is authorized to enter into an agreement  
with Advanced Electronic Design, Inc., for the purchase of fifteen  
new police vehicle computers in the amount of \$94,950.44; a  
proposal for said computers is attached hereto and incorporated  
herein as Exhibit "A."

SECTION 2: The money needed for the aforesaid transaction  
shall be paid from Fund #412.

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

SECTION 4: This Ordinance is hereby declared to be an  
emergency measure immediately necessary for the preservation of the  
public peace, health, safety and welfare of said City, and for the  
further reason to allow the City to purchase fifteen new police  
vehicle computers; 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.

RECEIVED

MAY 03 2022

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



**Advanced Electronic Design Inc**  
344 John Dietsch Blvd, Unit 2  
North Attleboro, MA, US 02763  
(508) 699-0458



SRC 6A11361Z

**QUOTE**

# QUO-6328

2022-03-24

Sales Agent: Kevin Hofner  
Email: khofner@patrolpc.com

**DRAFT**

Attention		
Thomas Dickel	tdickel@cityofbrookpark.com	(216) 433-1239
Bill To	Ship To	
OH - Brook Park PD 17401 Holland Road Brook Park, OH - 44142	OH - Brook Park PD 17401 Holland Road Brook Park, OH - 44142	
Expiry Date	Shipping Rate	Payment Terms
2022-05-23	GROUND	NET 30

Item	Description	Type	Unit Price	Qty	Line Total
<b>RH-M2</b>	RhinoTab® M2 UltraRugged® Portable MDT (12.1" Sunlight Readable Display - 1200 NITS+, Projected Capacitive Touch Screen, Internal Battery, Ambient Light Sensor, WiFi 802.11 2.45GHz B/G/N/A/C + BlueTooth, GPS, Front Camera and Rear Camera w/ Flash, Dual Digital Microphones, Stereo Speakers)	SALE	\$3,795.00	15	\$56,925.00
<b>MotherBoard:</b> MB-I7-RH-M2	RhinoTab® M2 Motherboard (I7): Intel Core i7-5650U Processor (2.2GHz/3.1GHz, 4MB Cache, 2 Core, HD6000 Graphics, 2 USB 3.0 ports, TPM v2.0)	INCLUDED			INCLUDED
<b>RAM:</b> RAM-16GB-DDR3	16GB DDR3-1600 RAM		\$89.00		\$1,335.00
<b>Hard-Drive:</b> SSD-250GB-NVMe	250GB M.2 NVMe SSD - 1GB = 1,000,000,000 bytes. Total uable memory will be less depending on actual system configuration	INCLUDED			INCLUDED
<b>Operating System:</b> OS-W10E64-RH-M2	Windows 10 IoT Enterprise 64 Bit Operating System for RhinoTab® M2 w/ CBB License		\$209.00		\$3,135.00
<b>Overlay:</b> OVR-S-RH-M2	M2 Standard Graphic Overlay Package	INCLUDED			INCLUDED
<b>Bumpers:</b> BMP-S-RH-M2	RhinoTab® M2 Shock-Absorbing Bumpers (Standard)	INCLUDED			INCLUDED
<b>Carrying Method:</b> CARRY-HANDLE-S-RH-M2	RhinoTab® M2 Side-Mount Rhino Handle	INCLUDED			INCLUDED
<b>Cellular:</b> CELL-VER-URC1-RH-M2	RhinoTab® M2 Embedded Cellular Modem. Verizon. Dual SIM capable. Certified for Band 14		\$545.00		\$8,175.00
<b>Scanner:</b> 2DS-RH-M2	RhinoTab® M2 Embedded 2D Barcode Scanner		\$353.00		\$5,295.00
<b>Warranty:</b> WRNT-3YR-RH-M2	3 Year RhinoTab® M2 Computer Warranty (Tablet Only)	INCLUDED			INCLUDED
<b>KBD-TG3-BLT-X3818</b>	Rugged Backlit Keyboard - TG3 KBA-BLT-X3818 82 Backlit Red Illuminated Keyboard with Touchpad / Coiled Cord - 3 Year manufacturer's warranty. (KBA-BLT-5RBUVS-BKC)	SALE	\$259.00	15	\$3,885.00
<b>RD-V1</b>	Patrol PC® RhinoDock™ Low Profile Dock (Non-Configurable) - 1 10/100/1G Ethernet, 4 USB 3.0, 4 RF Pass-Thru, 2 Ports for External Power Control and Ignition Sense, 10 AMP Fused Power Cable, 3 Year Warranty	SALE	\$499.00	14	\$6,986.00
<b>Power Cable:</b> CBL-PWR-6FT	6 FT Fused Power Cable	INCLUDED			INCLUDED
<b>Warranty:</b> WRNT-3YR-RD-V-1	3 Year RhinoDock™ Warranty (RD-V-1 Dock Only)	INCLUDED			INCLUDED

**MNT-VEH-TM-5502UDB-UNIB-E**

Westin Tablet and Keyboard Mount with Two Telescopic Posts. 12" Tablet Post with G.R.I.P. Tilt/Swivel and Single Arm with Universal Display Bracket with VESA 75, VESA 100 & 2X4 Patterns (UDB-01). 10" Keyboard Post with G.R.I.P. Tilt/Swivel and Double Arm with Triple Pivot and Adjustable Tray for 12" Keyboard. Telescopic Mid Section with the Next Generation Under the Seat UNIBASE EVOLUTION (See list of vehicles) Chevrolet SUBURBAN, EQUINOX (2018-2020), Dodge CHARGER (2011+) and CARAVAN (2011+), Ford CROWN VICTORIA (1992-2012), EDGE (2013+), ESCAPE (2013+), EXPLORER (2020+), POLICE INTERCEPTORS SEDAN and UTILITY (2011+), EXPEDITION (2018+), TRANSIT CONNECT (2002-2020), FUSION (2013+), RANGER (2019+) & TRANSIT (2013+) (Specify Year of Vehicle) MPN#500-0001

SALE \$599.00 14 \$8,386.00

**PWR-AC-15V-90W-NC**

90W A/C Power Adapter US Plug (100-250VAC in, 15VDC Out, 1 Year Manufacturer's Warranty). Included with Computer Purchase.

SALE 5

☐ I have read and understood the following terms and conditions.

Will a matching PO be issued for this order? YES ☐ NO ☐

Printed Name: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

\_\_\_\_\_  
Signature of Approval

**Subtotal:** \$94,122.00  
**Shipping Cost:** \$828.44  
**Total:** \$94,950.44

**Note:**

For (14) 2022 Ford PIUs, (1) extra RT and KBD as backup.

Optional Warranties: 4 YR \$463 ea (\$6,945 total)  
5 YR \$618 ea (\$9,270 total)  
6 YR \$926 ea (\$13,890 total)  
7 YR \$1334 ea (\$20,010 total)

Printers: Brother RuggedJet RJ4230B-L (4") \$751  
Brother PocketJet PJ722 (8") \$363

Printer Mounts: RJ - \$406 total per car  
PJ - \$471 total per car - Both include all the cables necessary to ensure proper power and function.

Optional Accessory for backup computer/keyboard: RhinoTab® Portable Office Bag. Heavy-Duty Cordura Nylon, Desktop Kick Stand, Keyboard Tray, Exterior Pouches, Padded Shoulder Strap. Made in the USA of all USA materials \$326. (Same bag I brought in)

**Terms & Conditions:**

Sales tax, if applicable, will be invoiced in accordance with purchaser's tax rate. Unpaid balances accrue 1.5% interest per month.



Advanced Electronic Design Inc  
344 John Dietsch Blvd, Unit 2  
North Attleboro, MA, US 02763  
(508) 699-0458



QUOTE

# QUO-6328

2022-03-24

Sales Agent: Kevin Hofner  
Email: khofner@patrolpc.com

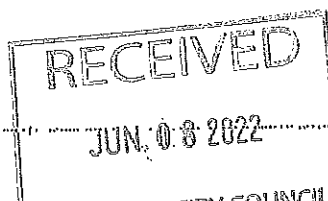
DRAFT

Attention		
Thomas Diemel	tdiemel@cityofbrookpark.com	(216) 433-1239

Bill To	Ship To
OH - Brook Park PD 17401 Holland Road Brook Park, OH - 44142	OH - Brook Park PD 17401 Holland Road Brook Park, OH - 44142

Expiry Date	Shipping Rate	Payment Terms
2022-05-23	GROUND	NET 30

Item	Description	Type	Unit Price	Qty	Line Total
RH-M2	RhinoTab® M2 UltraRugged® Portable MOT (12.1" Sunlight Readable Display - 1200 NITS+, Projected Capacitive Touch Screen, Internal Battery, Ambient Light Sensor, WiFi 802.11 2.4GHz B/G/N/AC + Bluetooth, GPS, Front Camera and Rear Camera w/ Flash, Dual Digital Microphones, Stereo Speakers)	SALE	\$3,795.00	15	\$56,925.00
MotherBoard: MB-I7-RH-M2	RhinoTab® M2 Motherboard [I7]: Intel Core i7-5650U Processor (2.2GHz/3.1GHz, 4MB Cache, 2 Core, HD6000 Graphics, 2 USB 3.0 ports, TPM v2.0)	INCLUDED			INCLUDED
RAM: RAM-16GB-DDR3	16GB DDR3-1600 RAM		\$89.00		\$1,335.00
Hard-Drive: SSD-250GB-NVMe	250GB M.2 NVMe SSD - 1GB = 1,000,000,000 bytes. Total usable memory will be less depending on actual system configuration	INCLUDED			INCLUDED
Operating System: OS-W10E64-RH-M2	Windows 10 IoT Enterprise 64 Bit Operating System for RhinoTab® M2 w/ OBB License		\$209.00		\$3,135.00
Overlay: OVR-S-RH-M2	M2 Standard Graphic Overlay Package	INCLUDED			INCLUDED
Bumpers: BMP-S-RH-M2	RhinoTab® M2 Shock-Absorbing Bumpers (Standard)	INCLUDED			INCLUDED
Carrying Method: CARRY-HANDLE-S-RH-M2	RhinoTab® M2 Side-Mount Rhino Handle	INCLUDED			INCLUDED
Cellular: CELL-VER-UR01-RH-M2	RhinoTab® M2 Embedded Cellular Modem, Verizon. Dual SIM capable, Certified for Band 14		\$545.00		\$8,175.00
Scanner: 2DS-RH-M2	RhinoTab® M2 Embedded 2D Barcode Scanner		\$353.00		\$5,295.00
Warranty: WRNT-3YR-RH-M2	3 Year RhinoTab® M2 Computer Warranty (Tablet Only)	INCLUDED			INCLUDED
KBD-TG3-BLT-X3818	Rugged Backlit Keyboard - TG3 KBA-BLT-X3818 82 Backlit Red Illuminated Keyboard with Touchpad / Coiled Cord - 3 Year manufacturer's warranty. (KBA-BLT-5RBUVS-BKO)	SALE	\$259.00	15	\$3,885.00
RD-V1	Patrol PG® RhinoDock™ Low Profile Dock (Non-Configurable) - 1 10/100/1G Ethernet, 4 USB 3.0, 4 RF Pass-Thru, 2 Ports for External Power Control and Ignition Sense, 10 AMP Fused Power Cable, 3 Year Warranty	SALE	\$499.00	14	\$6,986.00
Power Cable: OBL-PWR-6FT	6 FT Fused Power Cable	INCLUDED			INCLUDED
Warranty: WRNT-3YR-RD-V-1	3 Year RhinoDock™ Warranty (RD-V-1 Dock Only)	INCLUDED			INCLUDED





**MNT-VEH-TM-5502UDB-UNIB-E**

Westin Tablet and Keyboard Mount with Two Telescopic Posts, 12" Tablet Post with G.R.I.P. Tilt/Swivel and Single Arm with Universal Display Bracket with VESA 75, VESA 100 & 2X4 Patterns (UDB-01), 10" Keyboard Post with G.R.I.P. Tilt/Swivel and Double Arm with Triple Pivot and Adjustable Tray for 12" Keyboard, Telescopic Mid Section with the Next Generation Under the Seat UNIBASE EVOLUTION (See list of vehicles) Chevrolet SUBURBAN, EQUINOX (2016-2020), Dodge CHARGER (2011+) and CARAVAN (2011+), Ford CROWN VICTORIA (1992-2012), EDGE (2013+), ESCAPE (2013+), EXPLORER (2020+), POLICE INTERCEPTORS SEDAN and UTILITY (2011+), EXPEDITION (2018+), TRANSIT CONNECT (2002-2020), FUSION (2013+), RANGER (2019+) & TRANSIT (2013+) (Specify Year of Vehicle) MPN#500-0001

SALE

\$599.00

14

\$8,386.00

**PWR-AC-15V-90W-NC**

90W A/C Power Adapter US Plug (100-250VAC in, 15VDC Out, 1 Year Manufacturer's Warranty). Included with Computer Purchase.

SALE

5

☐ I have read and understood the following terms and conditions.

Will a matching PO be issued for this order?

YES ☐ NO ☐

Subtotal: \$94,122.00

Shipping Cost: \$828.44

Total: \$94,950.44

Printed Name: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

\_\_\_\_\_  
Signature of Approval

**Note:**

For (14) 2022 Ford PIUs, (1) extra RT and KBD as backup.

Optional Warranties: 4 YR \$463 ea (\$6,945 total)  
5 YR \$618 ea (\$9,270 total)  
6 YR \$926 ea (\$13,890 total)  
7 YR \$1334 ea (\$20,010 total)

Printers: Brother RuggedJet RJ4230B-L (4") \$751  
Brother PocketJet PJ722 (8") \$363

Printer Mounts: RJ - \$406 total per car  
PJ - \$471 total per car - Both include all the cables necessary to ensure proper power and function.

Optional Accessory for backup computer/keyboard: RhinoTab® Portable Office Bag. Heavy-Duty Cordura Nylon, Desktop Kiosk Stand, Keyboard Tray, Exterior Pouches, Padded Shoulder Strap. Made in the USA of all USA materials \$326. (Same bag I brought in)

**Terms & Conditions:**

Sales tax, if applicable, will be invoiced in accordance with purchaser's tax rate. Unpaid balances accrue 1.5% interest per month.



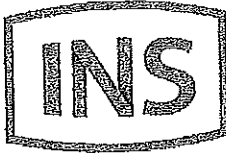
**Industrial Networking Solutions**  
 3321 Essex Dr, Richardson, TX 75082  
 Phone: 972-248-7466 Fax: 972-248-9533  
 www.industrialnetworking.com

# Quote

Date	Quote #
1/31/2022	INS-165253

Page 1 of 2

To:		Phone#:				
City of Brook Park, OH : Trenton Brown		(216) 433-1300				
E-mail:						
tbrown@cityofbrookpark.com						
Terms	Ship Via	Valid Until	Sales Rep			
	UPS® Ground	4/2/2022	Boyer II, Robert L			
Project Name / Number:			Inside Sales Rep			
			Otero, Aleaha			
Line	Model / Part#	Qty.	Description	Lead Time	Price/ea	Extended
1	MA5-0900120B-N NA	15	Cradlepoint 5-yr NetCloud Essentials for Mobile Routers (Prime) with Support and IBR900 Cellular Router with WIFI (1200M-B Modem); No AC Power Supply or Antennas, North America, FirstNet Ready, AT&T, Verizon, T-Mobile and Sprint Certified. NetCloud Service Includes: Endpoint Device, Centralized Management with Insights and Visual Analytics, 24x7 Enterprise Support, Limited Lifetime Warranty and On-demand Training with Cradlepoint University.		1,513.85	22,707.75
2	MDMPROV - VZW LTE	15	Network ready Verizon LTE Modem Provisioning, includes SIM card, modem setup with carrier activation, testing & labeling.  INS Provisioning Service Includes: Loading Verizon SIM card into hardware Loading wireless network authentication information (provided by the cellular carrier) Documenting network addressing & mobile numbers Testing network connectivity		45.00	675.00
3	AP-CCWWG-Q-S2 2222-RP34-BL-15	15	Airgain ULTRAMAX MIMO 5-in-1 Antenna. 2x SMA Male Connectors for Cellular, 2x SMA Male-Reverse Polarity Connectors for WIFI, and 1x SMA Male Connector for GPS. Bolt Mount, Black, 15 ft. Cable Lengths.		252.00	3,780.00



**Industrial Networking Solutions**  
3321 Essex Dr, Richardson, TX 75082  
Phone: 972-248-7466 Fax: 972-248-9533  
[www.industrialnetworking.com](http://www.industrialnetworking.com)

Date	Quote #
1/31/2022	INS-165253

Page 2 of 2

Line	Model / Part#	Qty	Description	Lead Time	Price/ea	Extended

	<b>Subtotal</b>	27,162.75
	<b>Shipping Charge (UPS® Ground)</b>	95.00
	<b>Tax</b>	2,180.62
	<b>Total</b>	\$29,438.37

All pricing is in US Dollars. Non freight-collect shipping charges will be prepaid and added to the invoice. Freight charges quoted are only an estimate and are subject to change at the time of invoice based on actual carrier charges. Shipping terms are FOB Origin. Any taxes included on the quotation are an estimate only and are subject to change based on the local and state tax rates applied for the location of the purchase. Customers located in RI and VT are responsible for payment of all sales/use taxes that may be applicable in their state.

Returns, if authorized, must occur within 90 days of purchase. A Return Authorization (RMA #) must be provided by INS prior to returning materials. A minimum 20% restocking fee will be applied for all returns (subject to inspection). Materials that are damaged or not in original packaging will not be accepted. Cancelled orders are subject to a minimum 20% cancellation fee.

Please review our product support policy at: <http://www.industrialnetworking.com/Support-Policy>

If Net 30 terms have been selected by the customer as the preferred method of payment, but payment is instead made using a credit card, a 4% processing fee will be applied to the billing.



# SALES QUOTE

# 25352430.01

GovConnection, Inc.  
732 Milford Road  
Merrimack, NH 03054

Account Executive: Daniel Heckerman

Phone:

Fax:

Email: daniel.heckerman@connection.com

Account Manager:

Phone:

Fax:

Email:

PLEASE REFER TO THE ABOVE  
QUOTE # WHEN ORDERING

Date: 5/17/2022

Valid Through: 6/16/2022

Account #: 27442

Customer Contact: Kile Anestis  
Email: kanestis@tccohio.com

Phone: (440) 871-0058

Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 27442 CITY OF BROOK PARK ACCOUNTS PAYABLE 6161 ENGLE ROAD FINANCE DEPT BROOK PARK, OH 44142  (216) 433-1300	AB#: 16047348 CITY OF BROOK PARK ZACH ELLIS 17400 HOLLAND ROAD BROOK PARK, OH 44142  (216) 433-1300

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	297.00 lbs	Net 30	

Important Notice: THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

Line	Qty	Item #	Part #	Description	Mfg	Price	Ext
1	15	34028642	CF-33LE-02VM	Govt. Toughbook 33 vPro Core i5-7300U / 12" QHD MT+Digitizer / W10P Panasonic Personal Computer Corp.	Panasonic Personal Computer Corp.	\$ 3,463.48	\$ 51,952.20
2	15	17432977	CF-LNDDC120HW	120 Watt 12-32 Volt Input Car Adapter for Toughbooks Panasonic	Panasonic	\$ 131.78	\$ 1,976.70
3	15	34300554	CF-SVCPSY5	Govt. 2-Year Public Sector Service Package Extended Service Agreement Panasonic Personal Computer Corp/service	Panasonic Personal Computer Corp/service	\$ 671.85	\$ 8,677.76
4	15	34019906	CF-VEK331LMP	Premium Keyboard for CF-33, Emissive Red Backlit Handle / Kickstand Panasonic	Panasonic	\$ 593.61	\$ 8,752.65
5	15	37824151	HA-33LDS2L	Vehicle Docking Station with Dual Pass-Thru and PS for Toughbook 33 Panasonic Personal Computer Corp.	Panasonic Personal Computer Corp.	\$ 1,093.11	\$ 16,396.65
Subtotal						\$	87,855.95
Fee						\$	0.00
Shipping and Handling						\$	141.04
Tax							Exempt
Total						\$	87,796.99

5/17/2022

# Connection™

PUBLIC SECTOR SOLUTIONS

we solve IT™

## ORDERING INFORMATION

GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

**Ordering Address**  
GovConnection, Inc.  
732 Milford Road  
Merrimack, NH 03054

**Remittance Address**  
GovConnection, Inc.  
Box 538477  
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

### TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-957-8782
CAGE:	80-06888BK
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

*Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: [www.govconnection.com](http://www.govconnection.com) or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quota Number in your order.*

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:  
SLEDOPS@connection.com  
QUESTIONS: Call 800-800-0019

Shipping Delays: Due to global supply chain constraints, delivery on some items may be delayed. [Learn More](#)



Hardware

Software

Services

IT Solutions

Brands

Re: What can we help you find today?

Notifications Sign In 75 Items

5-17-22 @ 11:15 AM  
THIS ORDER REQUIRES MODS

[← Continue Shopping](#)

[ADD ITEM TO CART](#)

[Sign in to Save this Cart, View Saved Carts or E-mail this Cart](#)

[Enter CDW# or MFG#](#) [Add](#)

ITEM

ITEM

AVAILABILITY

PRICE

QUANTITY

ITEM TOTAL

Panasonic Toughbook 33 -  
12" - Core i5 7300U - VPro - 8  
GB RAM - 256 GB SSD  
MFG Part: CF-33LE-02VM  
CDW Part: 4614998  
UNSPSC: 43211503

Item Backordered

\$4,877.99

15

\$51,931.35



Subtotal: \$94,229.85

Tax and Shipping calculated at checkout.

Lease Option Pricing :  
\$2,526.30 / Month

## Order Summary

[^ Top Recommendations](#)

[Checkout](#)

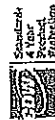
CDW Product Protection-  
Standard 4 Years-Notebook  
MFG Part:  
CDW4000LAPSTADTYO48D  
CDW Part: 6027782  
UNSPSC:

In Stock

\$896.74

15

\$13,451.10



Advertised Price



[^ Top Recommendations](#)

LIND - car power adapter -  
120 Watt  
MFG Part: CF-LINDDC120HW  
CDW Part: 2974934

In Stock

\$155.60

15

\$2,334.00

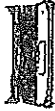



Advertised Price



UNSPSC: 39121006



^ Top Recommendations

	Panasonic Premium Keyboard CF-VEK3311MP - keyboard	Item Backordered	\$679.99 \$632.41 Advised Price	15	\$9,486.15	
	MFG Part: CF-VEK3311MP CDW Part: 611723 UNSPSC: 43211706					

^ Top Recommendations



	Havis Vehicle Docking Station for Toughbook CF-33	Item Backordered	\$1,605.07 \$1,135.15 Advised Price	15	\$17,027.25	
	MFG Part: HA-33LD52L CDW Part: 6146574 UNSPSC: 43211602					

^ Top Recommendations

Sign in to Save this Cart, View Saved Carts or E-mail this Cart

[Update All](#) | [Remove All](#)

## Customers Who Bought Products in Your Cart Also Bought... (8)

 APC Replacement Battery Cartridge #7	 APC Replacement Battery Cartridge #48
APC Replacement Battery Cartridge #7	APC Replacement Battery Cartridge #48

CITY OF BROOK PARK, OHIO

P/C 6-7-22 Safety  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

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

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH  
SOUTHWEST FORD LINCOLN FOR THE PURCHASE OF 6 POLICE VEHICLES, AND  
DECLARING AN EMERGENCY

WHEREAS, four bids were obtained for police vehicles and Southwest Ford Lincoln was the only company that had police vehicles in stock.

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

SECTION 1: The Mayor is authorized to enter into an agreement with Southwest Ford Lincoln for the purchase of six new police vehicles (one Detective vehicle and five utility vehicles) in the total amount of \$304,472.00; a proposal for said vehicles is attached hereto and incorporated herein as Exhibit "A."

SECTION 2: The money needed for the aforesaid transaction shall be paid from Fund #401.

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



**SECTION 4:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to allow the City to purchase six new police vehicles; 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: \_\_\_\_\_

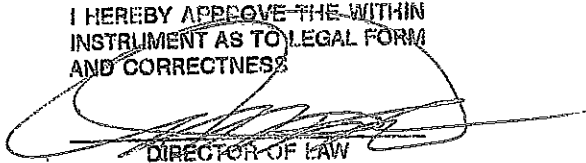
\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

\_\_\_\_\_  
DATE

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

  
DIRECTOR OF LAW

Reference Number				220316SRrev3			
Statewide Ford Lincoln		Revision Level		Revision 3		Sales Rep Name	
1108 W. Main Street		Date		5/5/2022		Steve Rick	
Van Wert, Ohio 45891		Vehicle		2022		Purchase Order Number	
		Status		Quote Valid 30 Days			
Customer Billing Information				Customer Shipping Information			
Purchaser Name		Brook Park Police Dept.		Email		Drop Ship Company	
Contact Name		Chief Thomas Dickel		Phone		Delivery Attention	
Mailing Address		17401 Holland Rd.		Fax		Delivery Address	
City, State & Zip		Brook Park, OH 44142		Package #		City, State & Zip	
Notes Section:				Revised quote to show the state contract prices for the vehicle.			
2nd REVISED quote to address price increases that went into affect 5/1/22							
3rd REVISED quote to include the Ford option for the EcoBoost engine							
QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options	
-1	Ford	51Y	Deduct Spotlight	\$ 51.00	\$ (51.00)		
-1	Ford	Deduct 99B	Remove Hybrid engine option for V6 engine	\$3,079.00	\$ (3,079.00)		
1	Ford	65U	Street Appearance Package	\$ 490.00	\$ 490.00		
1	Ford	99C	EcoBoost Engine Upgrade	\$ 728.00	\$ 728.00		
1	Ford	Stock	2022 Utility Stock Program from Statewide Ford	\$44,327.00	\$ 44,327.00		
		Medium Titanium	Utility Interceptor, AWD, 3.3 Hybrid engine	\$35,849.00	\$		
			LED ready headlamps		\$		
			Red/Clear dome light in cargo area	\$ 45.00	\$		
			Heated mirrors	\$ 69.00	\$		
			Courtesy lamp inoperative	\$ 22.00	\$		
			Global unlock rear hatch		\$		
			Rear door handles and locks inoperative	\$ 75.00	\$		
			Keyed Alike 1284X	\$ 75.00	\$		
			Delivery charge (included)	\$ 50.00	\$		
Following equipment included in stock price:							
			Recessed partition, center sliding window, lower extension panels, tall man model		\$		
			Rear partition, upper metal screen		\$		
			Havis console with dual cup holder		\$		
			Dual weapon mount, universal XL locks		\$		

**EXHIBIT**  
A

Customer		Brook Park Police Dept.		Reference Number	220316SRrev3	Revision Level		Revision 3	Sales Rep Name		Steve Rick
QTY	Manufacturer	Part Number	Part Description			Unit Price	Extended Price	Cost of Options			
			Following warning equipment included in stock price:								
			*nRoads, single color, Clear Lens								
			*Whelen siren and switch controller								
			*Tail Light Flasher, And Charge Guard								
			*White Vertex For Corner Warning								
			*100 watt speaker with mounting kit								
			The following equipment to be added to vehicle:								
			Single Color Interior Lightbar								
1	Soundoff Signal	ILB	Remove Front Cage From Package			\$ 638.00	\$ (638.00)				
-1	Setina	Delete 10RP	Remove Rear Cage From Package			\$ 455.00	\$ (455.00)				
-1	Setina	Delete 12VS	Remove Gun Mount From Package			\$ 345.00	\$ (345.00)				
-1	Setina	Delete Gun Mount	Remove Swing Arm From Package			\$ 298.00	\$ (298.00)				
-1	Havis	Delete Swing Arm	Remove Console, Armrest and Cup Holder From Package			\$ 282.00	\$ (282.00)				
-1	Havis	Delete Console									
			Single Color Under Mirror Lights			\$ 508.00	\$ 508.00				
1	Soundoff Signal	INTS	Single Color Spoiler Lights			\$ 447.00	\$ 447.00				
1	Soundoff Signal	SPS	Remove 295 Siren			\$ 400.00	\$ (400.00)				
-1	Whelen	295SLSA6	Undercover Siren			\$ 200.00	\$ 200.00				
1	Code 3	3920	Labor to install new warning equip &			\$ 150.00	\$ 150.00				
1	SEP	LABOR	customer supplied Motorola APX6500 radio								
			2-piece radio with remote head								
			*Labor also to flash head lights and tail lights								

Reference Number				220317SRrev2			
Statewide Ford Lincoln		Revision Level		Revision 2		Location Of Job	
1108 W. Main Street		Date		5/5/2022		SEP Location	
Van Wert, Ohio 45891		Vehicle		2022		Cust. Location	
		Status		Quote Valid 30 Days		Other	
Customer Billing Information				Customer Shipping Information			
Purchaser Name		Brook Park Police Dept.		Sales Rep Name		Steve Rick	
Contact Name		Sgt. Michael Tornabene		Purchase Order Number		Estimated Time	
Mailing Address		17401 Holland Rd.					
City, State & Zip		Brook Park, OH 44142		Drop Ship Company		Delivery Attention	
				Email		Delivery Address	
				Phone		City, State & Zip	
				Fax			
				Package #			
Notes Section: REVISED quote to show the state contract prices for the vehicle.							
2nd REVISED quote to address price increases that went into affect 5/1/22							
QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options	
1	Ford	59E	Keyed Alike 1435X	\$ 728.00	\$ 728.00		
1	Ford	99C	Ecoboost Engine Upgrade				
1	Ford	Stock Black	2022 Utility Stock Program from Statewide Ford Utility Interceptor, AWD, 3.3 Hybrid engine	\$44,327.00	\$ 44,327.00		
			LED ready headlamps	\$ 45.00			
			Red/Clear dome light in cargo area	\$ 69.00			
			Heated mirrors	\$ 22.00			
			Courtesy lamp inoperative				
			Global unlock rear hatch	\$ 75.00			
			Rear door handles and locks inoperative	\$ 75.00			
			Keyed Alike 1284X	\$ 50.00			
			Delivery charge (included)				
			Following equipment included in stock price:				
			*Setina recessed partition, center sliding window,				
			lower extension panels, tail man model				
			*Setina rear partition, upper metal screen				
			*Havis console with dual cup holder				
			*Setina dual weapon mount, universal XL locks				



# Hall Public Safety

## UPFITTERS

Hall Public Safety Upfitters  
Corporate Office  
8291 Darrow Rd.  
Twinsburg, Ohio 44087  
855-387-3911  
Hallpublicsafety.com

## Estimate

# EST-10835

Remit to/Mailing Address  
12400 Beechlawn Ave. N.E.  
Alliance, Ohio 44601

### Customer

**Brookpark Police Department**  
17401 Holland Rd  
Brookpark, OH 44142

Estimate Date : May 06, 2022

Expiration Date : June 06, 2022

Project : Camera project

Sales rep : Dave Butch

Ship To  
17401 Holland Rd  
Brookpark, OH 44142

#	Item & Description	Qty	Rate	Amount
1	Remove old video camera system from cruiser. (leave cables and harness) SKU : Video camera removal	1.00 EA	250.00	250.00
2	Install Watch Guard 4 RE Video system into cruiser, wire in and test SKU : Watch Guard	1.00	550.00	550.00
			Sub Total	800.00
			Total	\$800.00

### Notes

Thank you for your business !!

\*\*\*\*Remit to/Mailing Address\*\*\*\*  
12400 Beechlawn Ave.  
Alliance, Ohio 44601

### Terms & Conditions

Estimate is good for 30 days



April 7, 2022

City of Brook Park Police Sgt Michael Tornabene (216)392-3806 MTORNABENE@CITYOFBROOKPARK.COM

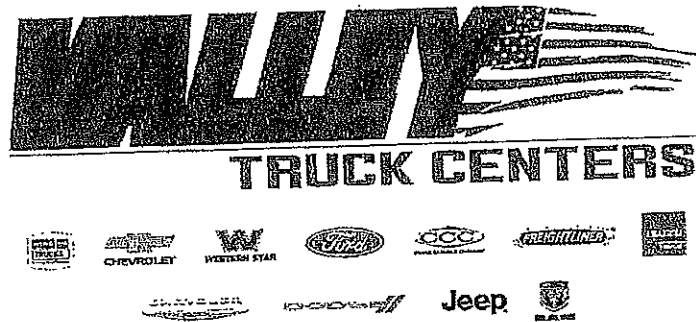
RE: FORD INTERCEPTOR

Ford Interceptor  
V6 Gas engine  
Street App pkg  
Heated side mirrors  
Dark car  
Global unlock  
Rear controls inop  
Keyed alike 1284x  
Upfitting

Total \$61,482.00

Ford Motor Company is no longer accepting orders for the 2022 Ford Interceptor.

Regards,  
Jenny Loveland  
Government Sales Manager



April 7, 2022

City of Brook Park Police Sgt Michael Tornabene (216)392-3806 MTORNABENE@CITYOFBROOKPARK.COM

RE: FORD INTERCEPTOR - PATROL UNIT

Ford Interceptor  
Ecoboost engine  
Heated side mirrors  
Dark car  
Global unlock  
Rear controls inop  
Keyed alike 1435x  
Upfitting

Total \$70,524.00

Ford Motor Company is no longer accepting orders for the 2022 Ford Interceptor.

Regards,  
Jenny Loveland  
Government Sales Manager



STATE CONTRACT RSID06716 (SOLICITATION ID # SRC0000001531) GDC050

STATE CONTRACT CTR006716

2022 POLICE EXPLORER

Order No: [REDACTED]

FIN#

**CURRENT STATE CONTRACT UNIT IS FOR A 2022 BLACK PIU HYBRID WITH KEYLESS ENTRY (FOBS) AND DS SPOT ONLY****\*\*\*PLEASE NOTE: COLOR, MOTOR AND OPTIONS CAN ALL BE CHANGED TO SUIT YOUR NEEDS\*\*\***

K8A 4DR AWD POLICE

.119" WHEELBASE

UM AGATE BLACK

\*\*Additional colors available below

9 CLTH BKTS/VNLR

6 EBONY

500A EQUIP GRP

.AM/FM STEREO W/SYNC

99W .3.3L HYBRID

44B .10-SP MOD HYBRD

425 50 STATE EMISS

51R DRV LED SPT LMP UNITY BRAND

55F KEYLESS - 4 FOB

This can be removed below if not needed?

THIS ENGINE CAN BE  
CHANGED BELOWSTATE CONTRACT CTR006716 BID. THIS AMOUNT IS FOR THE ABOVE LISTED UNIT  
ONLY. ANY CHANGES (ADDING OR REMOVING OPTIONS) MADE BELOW WILL  
INCREASE OR DECREASE THE AMOUNT OF THE UNIT.

\$ 35,849.00

FORD FACTORY VSO (Vehicle Special Order) LIGHTING Add-On by customer request

**\*\*ALL FORD FACTORY LIGHTING COMES STANDARD AS RED/BLUE\*\* THIS SECTION IS FOR ALL OTHER COLOR OPTIONS\*\***


ADDED BY CUST.	ADDITIONAL BID ITEM QUOTED TO STATE (WILL - OR - TO ABOVE AMOUNT)			
	DELIVERY CHARGE TO CUSTOMER	DLR	\$	50.00
	WHEEL COVER (grey hubcaps)	65L	\$	53.00
	3.3L V6 GAS Flex Fuel	99B/44U	\$	(3,079.00)
	3.0L V6 ECOBOOST	99C/44U	\$	728.00
✓	IN REAR LOCKS/HNDLS/WNDWS INOP	68G	\$	67.00
✓	HIDDEN LOCK PLNGR-REAR PWR DELETE	52P	\$	143.00
	HTD SIDE VIEW MIRRORS	549	\$	53.00
	CARPET (INC IN 65U BELOW)	16C	\$	112.00
✓	RED/WHT DOME IN CARGO	17T	\$	45.00
✓	PER. ANTI-THEFT (req. 55F)	593	\$	107.00
✓	REMOVE KEYLESS ENTRY	RMV	\$	-
	INC IN 67U ⇒ REAR CONSOLE PLATE FOR WIRE CHASE	85R	\$	40.00
	INC IN 67U ⇒ GRIL LED LGHTS/SIREN/SPKR PRE-WIRE	60A	\$	45.00
	REMOVE DRV LED SPT LMP	RMV	\$	(352.00)
	INT UPGRADE - CRPT/CLTH/CONSOLE	65U	\$	348.00
	STD IS RED/BLUE ⇒ REAR LIGHT - BLUE/BLUE FOR CARGO	66C	\$	406.00
	DARK CAR FEATURE	43D	\$	22.00

STATE CONTRACT CTR006716

Attn:

Derek Powers

Fleet/Gvmt. Sales Mgr.

Montrose Ford

QUOTED

ORDERED

TOTAL OF STATE CONTRACT UNIT W/ ADDED/ADDL BID ITEMS FROM ABOVE	\$ 35,849.00
TOTAL FOR UPFIT PROVIDED VIA MONTROSE FORD	\$ -
TOTAL FOR EXT WARRANTY	\$ -
TOTAL FOR CUSTOMER ADDED OPTIONS NOT QUOTED TO THE STATE	\$ -
TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS	\$0.00
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 35,849.00

1 unit/s requested

\*\*Municipal Lease available thru Ford Credit\*\*

QUOTE ACCEPTED BY:

Date:

# Hall Public Safety

## UPFITTERS

### Hall Public Safety Upfitters

Corporate Office  
8291 Darrow Rd.  
Twinsburg, Ohio 44087  
855-387-3911  
Hallpublicsafety.com

## Estimate

# EST-10791

Remit to/Mailing Address  
12400 Beechlawn Ave. N.E.  
Alliance, Ohio 44601

### Customer

### Brookpark Police Department

17401 Holland Rd  
Brookpark, OH 44142

Estimate Date : April 27, 2022

Expiration Date : May 31, 2022

Project : 2022 Ford PIU X 1

Sales rep : Dave Butch

Ship To  
17401 Holland Rd  
Brookpark, OH 44142

#	Item & Description	Qty	Rate	Amount
1	Department will supply for install...The following items will be transferred from cruisers being removed from service.... Radar with front and rear antenna, Dual gun mount, Complete Watchguard camera system, Two-way radio with 5 watt extension speaker, Front headliner domelight, Front Setina partition, Rear cargo domelight, Computer and complete computer mount with cradle, Mobile hotspot, Printer, Stop Stick kit, Rear hatch Dominator	1.00	0.00	0.00
2	Labor - Mobile SKU : Labor - Mobile Complete strip-out of current patrol unit	1.00	350.00	350.00
3	Whelen S4" Cenator DUO WeCan Lightbar Red, Blue with white front and amber rear SKU : CB25P3J	1.00 EA	1,449.00	1,449.00
4	Whelen Lightbar Mount Kit for 20-22 Utility Interceptor SKU : MKEZ105	1.00 EA	69.60	69.60
5	Whelen WECan Control Point SKU : WCCP	1.00 EA	157.60	157.60
6	Whelen compact 100 Watt Composite Speaker SKU : SA315U	1.00 EA	207.71	207.71
7	Whelen SA315 Mount Kit for 20-22 Utility Interceptor Driver Side SKU : SAK66D	1.00 EA	36.00	36.00
8	ION Mirror Beams for 2020 Utility Interceptor, Red, Blue SKU : MBFX20RB	1.00 PAIR	284.40	284.40
9	Whelen ION super LED light head. Red SKU : IONR Side rear cargo window	1.00 EA	121.27	121.27
10	Whelen ION super LED light head. Blue SKU : IONB Side rear cargo window	1.00 EA	121.27	121.27

#	Item & Description	Qty	Rate	Amount
11	Whelen siren/light control SKU : 29SSL5A6	1.00 EA	483.84	483.84
12	Whelen ION T series linear super LED lighthouse- Red SKU : TLIR Outside under hatch when open	1.00 EA	119.20	119.20
13	Whelen ION T-Series linear super LED lighthouse- blue SKU : TLIB Outside under hatch when open	1.00 EA	119.20	119.20
14	Sound Off Taillight Flasher for 16-22 Utility Interceptor SKU : ETTFFUT-16	1.00 EA	107.41	107.41
15	Havis Vehicle Specific 22" High Angled console for 20-22 Utility Interceptor SKU : C-VS-1012-INUT	1.00 EA	387.10	387.10
16	Havis large pad flip arm rest SKU : C-ARM-103	1.00 EA	117.09	117.09
17	Havis Internal Dual Cup Holder SKU : C-CUP2-I	1.00 EA	33.61	33.61
18	Havis Charge Guard battery saver/timer SKU : CG-X	1.00 EA	75.43	75.43
19	Setina Tall Mans Partition Transfer Kit for a 20-22 Utility Interceptor with Recess Panels and 2 PC Lower Extension Panels SKU : PT2185ITU20TM	1.00 EA	304.97	304.97
20	Setina Stand Alone OEM Replacement Transport Seat, with #12 Coated Polycarbonate Cargo Partition, Center Pull Seat Belt for 20-22 Utility Interceptor SKU : QK0566ITU20 NOTE,...POLYCARBONATE REAR PARTITION	1.00 EA	1,197.95	1,197.95
21	Setina Vertical Steel Window Bars for 20-22 Utility Interceptor SKU : WK0514ITU20	1.00 EA	250.09	250.09
22	Setina Aluminum Push Bumper with 4 ION TRIO LED lights for SUV'S SKU : PB450L4D-SUV	1.00 EA	877.29	877.29
23	Setina Cargo Box, drawer with sliding combination lock, base sliding with no lock **Requires cargo partition or a freestanding bracket** for 20-22 Utility Interceptor SKU : TK0241ITU20	1.00 EA	1,112.49	1,112.49
24	Setina cargo radio tray SKU : TPA9289	1.00 EA	305.74	305.74
25	Two way radio antenna and cable SKU : Antenna	2.00 EA	85.00	170.00
26	Able 2 Multi Accessory Outlet with USB Port SKU : 14.0434	1.00 EA	37.36	37.36
27	Secure Idle Ignition System for Interceptor Sedan and SUV with Red Push Button SKU : SI240T-IH	1.00 EA	180.00	180.00
28	Misc. wires, connectors, supplies and hardware SKU : Misc. wires	1.00 EA	250.00	250.00

#	Item & Description	Qty	Rate	Amount
29	Labor - Mobile SKU: Labor - Mobile Install all listed items. Plus department supplied items listed above. Wire in and test	1.00	2,800.00	2,800.00
30	Install note....Rear Dominator to lift with hatch	1.00	0.00	0.00
31	Note...Some of the 295SLSA6 siren controllers that are in "reusable" condition can be transferred into the new cruisers for a cost savings to the department. This can be determined at time of install as the items are inspected.	1.00	0.00	0.00
Sub Total				11,725.62
Shipping charge				375.00
Total				\$12,100.62

#### Notes

Thank you for your business !!

\*\*\*\*Remit to/Mailing Address\*\*\*\*

12400 Beechlawn Ave.  
Alliance, Ohio 44601

#### Terms & Conditions

Estimate is good for 30 days

# Hall Public Safety

## UPFITTERS

### Hall Public Safety Upfitters

Corporate Office  
8291 Darrow Rd.  
Twinsburg, Ohio 44087  
855-387-3911  
Hallpublicsafety.com

Remit to/Mailing Address  
12400 Beechlawn Ave. N.E.  
Alliance, Ohio 44601

## Estimate

# EST-10813

### Customer

### Brookpark Police Department

17401 Holland Rd  
Brookpark, OH 44142

Estimate Date : May 02, 2022

Expiration Date : June 02, 2022

Project : 2021 Ford Police  
Interceptor Utility....  
Admit/SWAT

### Ship To

17401 Holland Rd  
Brookpark, OH 44142

Sales rep : Dave Butch

#	Item & Description	Qty	Rate	Amount
1	Department will provide one Two-Way radio for Installation	1.00	0.00	0.00
2	Whelen Inner Edge XLP 2 Piece Unit, 10 lamp with Takedown lights 20-22 Utility Interceptor SKU : IXS0UFZ 1/2 Red 1/2 Blue with takedowns	1.00 EA	924.00	924.00
3	Whelen 100 watt remote hands free Siren SKU : ALPHASL	1.00 EA	221.60	221.60
4	Whelen Three Switch Operation, One On/Off, One TONE 1/Hands-Free/TONE 2, One Momentary Switch for Airhorn SKU : ALPHA4	1.00 EA	53.60	53.60
5	Whelen compact 100 Watt Composite Speaker SKU : SA315U	2.00 EA	207.71	415.42
6	Whelen SA315 Mount Kit for 20-22 Utility Interceptor Driver Side SKU : SAK66D	1.00 EA	36.00	36.00
7	Whelen SA315 Mount Kit, 20-22 Utility Interceptor Passenger Side SKU : SAK66P	1.00 EA	36.00	36.00
8	Whelen ION Duo Red/Blue, Black Housing with Smoked Lenses SKU : XI2J Front grill	2.00 EA	152.00	304.00
9	Whelen ION-T Series Linear DUO Red/Blue White with Smoked Lens SKU : TL12JX Lower front fog area	2.00 EA	146.40	292.80
10	Whelen ION Duo Red/Blue SKU : I2J Upper rear hatch window and side rear cargo windows	4.00 EA	152.58	610.32

#	Item & Description	Qty	Rate	Amount
11	Whelen 6" round dome light, red/white SKU : 60CREGCS Front cockpit headliner	1.00 EA	76.16	76.16
12	Sound Off Taillight Flasher for 16-22 Utility Interceptor SKU : ETTFFUT-16	1.00 EA	107.41	107.41
13	Secure Idle Ignition System for Interceptor Sedan and SUV with LED Round Switch SKU : SI240-T-IH-LED	1.00 EA	190.00	190.00
14	Two way radio antenna and cable SKU : Antenna	1.00 EA	85.00	85.00
15	Misc. wires, connectors, supplies and hardware SKU : Misc. wires	1.00 EA	125.00	125.00
16	Labor - Mobile SKU : Labor - Mobile ONSITE INSTALLATION....Install all listed items, Wire in and test.	1.00	1,700.00	1,700.00
Sub Total				5,177.31
Shipping charge				55.00
Total				\$5,232.31

#### Notes

Thank you for your business !!

\*\*\*\*Remit to/Mailing Address\*\*\*\*  
12400 Beechlawn Ave.  
Alliance, Ohio 44601

#### Terms & Conditions

Estimate is good for 30 days

**BOB GILLINGHAM FORD**

8383 Brookpark Road

Parma, OH 44129

216-398-1300

**QUOTATION FOR:****CITY OF BROOK PARK  
POLICE DEPARTMENT**

17401 Holland Road

Brook Park, OH 44142

Attention: Chief Dickel

Brook Park Police

216-433-7234

[tdickel@cityofbrookpark.com](mailto:tdickel@cityofbrookpark.com)**May 26, 2022**

QUANTITY	FORD CODE	ITEM	PRICE	PER	EXTENDED
1	K8A	2022 Ford Explorer AWD Utility Police Interceptor	37,999.00	each	37,999.00
	500A	Equipment Code			
	99C	3.0L EcoBoost Motor			
	44U	6 Speed Transmission			
	UM	Agate Black			
	96	Cloth Front and Vinyl Rear Seats			
1	86T	Rear Tail Light Housing Pre-Drilled	56.00	each	56.00
1	43D	Dark Car Feature: Courtesy Lamps Disabled	24.00	each	24.00
1	17T	Dome Light: Red / White in Cargo Area	47.00	each	47.00
1	60A	Pre-Wiring for Grille	47.00	each	47.00
1	51T	Spot Lamp Driver Only: Whelen Bulb	394.00	each	394.00
1	19V	Rear Camera on Demand	217.00	each	217.00
1	68G	Rear Door Handles / Locks Inoperable	71.00	each	71.00
1	18D	Global Lock / Unlock	no charge	each	0.00
1	59E	Keyed Alike 1435X	47.00	each	47.00
1	68B	Rear Door Controls Inoperable	635.00	each	635.00
1	549	Heated Sideview Mirrors	56.00	each	56.00
		<b>SUB TOTAL</b>			<b>39,593.00</b>
1		Title	15.00	each	15.00
		<b>TOTAL</b>			<b>39,608.00</b>

We cannot order 2022 model year anymore.

George Bode

Fleet Manager

216-325-1519 office

440-521-0635 cell

[george@bobgford.com](mailto:george@bobgford.com)

**BOB GILLINGHAM FORD**

8383 Brookpark Road

Parma, OH 44129

216-398-1300

**QUOTATION FOR:****CITY OF BROOK PARK  
POLICE DEPARTMENT**

17401 Holland Road

Brook Park, OH 44142

Attention: Chief Dickel

Brook Park Police

216-433-7234

[tdickel@cityofbrookpark.com](mailto:tdickel@cityofbrookpark.com)**May 26, 2022**

QUANTITY	FORD CODE	ITEM	PRICE	PER	EXTENDED
1	K8A	2022 Ford Explorer AWD Utility Police Interceptor	34,234.00	each	34,234.00
	500A	Equipment Code			
	99B	3.3L V6 Motor			
	44U	6 Speed Transmission			
	YG	Medium Titanium Metallic			
	F6	Cloth Front and Rear Seats			
	65U	Interior Upgrade Package	367.00	each	367.00
1	86T	Rear Tail Light Housing Pre-Drilled	56.00	each	56.00
1	60A	Pre-Wiring for Grille	47.00	each	47.00
1	19V	Rear Camera on Demand	217.00	each	217.00
1	55F	Keyless Entry Keyfobs	340.00	each	340.00
1	18D	Global Lock / Unlock	no charge	each	0.00
1	87P	Power Passenger Seat	306.00	each	306.00
1	549	Heated Sideview Mirrors	56.00	each	56.00
		<b>SUB TOTAL</b>			<b>35,623.00</b>
1		Title	15.00	each	15.00
		<b>TOTAL</b>			<b>35,638.00</b>

We cannot order 2022 model year anymore.

George Bode

Fleet Manager

216-325-1519 office

440-521-0635 cell

[george@bobgford.com](mailto:george@bobgford.com)



P/C 6-7-22 Service  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN LED STREET LIGHTING AGREEMENT WITH THE CLEVELAND ELECTRIC ILLUMINATING CO., IN CONNECTION WITH REPLACEMENT OF CERTAIN LIGHTING UNITS WITHIN THE CITY OF BROOK PARK, AND DECLARING AN EMERGENCY

WHEREAS, the Public Utilities Commission of Ohio ("PUCO") has approved the companies' "Experimental Company Owned LED Lighting Program tariff in Case No. 19-1108-EL-ATA ("companies" refer to (OE) Ohio Edison Company and (CEI) Cleveland Illuminating Company), and

WHEREAS, the City of Brook Park desires CEI to provide light-emitting diode ("LED") street lighting service to companies' street lighting facilities ("Units"), situated in the City of Brook Park, Cuyahoga County, State of Ohio, and

WHEREAS, the City of Brook Park may from time-to-time desire CEI to modify, add, replace and/or remove their company owned units; and

WHEREAS, the City of Brook Park desires to provide LED street lighting service to any existing, additional or replaced company units; and

WHEREAS, Council, having reviewed the LED Street Lighting Agreement provided by companies, deems it desirable and in the best interest of the health, safety and welfare of the citizens of Brook Park to authorize the Mayor to enter into said Agreement thereby facilitating the installation of LED Street Lighting to company owned street lighting facilities situated in the City as non-LED lights fail (Option 3).

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

SECTION 1: The Mayor is hereby authorized to execute an Agreement with Cleveland Illuminating Company (CEI) thereby facilitating the installation of LED Street Lighting on Company owned street lighting facilities situated in the City, in substantially the form as set forth in Option 3 of the attached

Exhibit "A", which is incorporated herein by this reference.

**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 Sections 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, being the necessity to enter into an LED Street Lighting Agreement with OE and CEI for the installation of LED Street Lighting on failed non-LED street lighting facilities owned by these companies; 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

A handwritten signature in dark ink, appearing to be a stylized name, is written over the notary text.

EXHIBIT

"A"

**LED STREET LIGHTING AGREEMENT**

FORM NO. (REV. FEB-2020)

**THIS AGREEMENT**, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_ City of Brook Park \_\_\_\_\_ hereinafter called "Customer", and The Cleveland Illuminating Company, a public utility corporation organized and existing under the laws of the State of Ohio, hereinafter called the "Company".

**WITNESSETH:**

**WHEREAS**, The Public Utilities Commission of Ohio ("PUCO") has approved the Company's "Experimental Company Owned LED Lighting Program" tariff in Case No. 19-1108-EL-ATA; and

**WHEREAS**, Customer desires the Company to provide light-emitting diode ("LED") street lighting service to the Company owned street lighting facilities ("Units"), situated in the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Brook Park \_\_\_\_\_ County(ies) of \_\_\_\_\_ Cuyahoga \_\_\_\_\_ State of Ohio; and

**WHEREAS**, Customer may from time to time desire the Company to modify, add, replace and/or remove the Company owned Units; and

**WHEREAS**, Customer desires the Company to provide LED street lighting service to any existing, additional or replaced Units;

**NOW, THEREFORE**, Customer and the Company, in consideration of the mutual promises set forth herein and intending to be legally bound, hereby agree as follows:

1. **AGREEMENT TERM** – This Agreement shall be in effect while the Tariff (defined below), as may be extended, amended, or superseded by the PUCO, is in effect. Customer participation under this Agreement is conditioned upon continued compliance with all terms and conditions of the Tariff. Customer may seek to cancel this Agreement, consistent with the terms and conditions of the Tariff, including but not limited to, Customer responsibilities for any remaining costs associated with participation under this Agreement.
2. **OPTIONS AND PRICING** – Based upon the Option(s) and accompanying schedule(s) selected below, Customer shall receive and pay for LED street lighting service provided hereunder in accordance with the Company's "Experimental Company Owned LED Lighting Program" tariff and all applicable rules, regulations, rate schedules and riders presently in effect and on file with the PUCO and as the same may, from time to time, be amended ("Tariff"). The Company shall provide LED street lighting service hereunder in accordance with the Tariff. When the Customer makes a request to install LED streetlight(s) the Company will provide a document detailing the work requested and any costs to the Customer. An authorized representative from the Customer must sign the document and make payment, if required, prior to the work being completed by the Company. The parties' acceptance of the terms

Customer: City of Brook Park

and conditions of this Agreement and the parties' signatures are required prior to commencement of any work being performed hereunder.

**Option 1:** Customer requests replacement of existing non-LED lights with LED lights, or installation of new LED lights. In cases where an existing light is being replaced by an LED light on existing Company owned infrastructure, the Customer agrees to pay for the remaining costs of the existing lighting infrastructure prior to installation of the LED light. For each existing light that is being replaced, the remaining costs of the existing infrastructure are to be paid by the Customer, in the amount per fixture as set forth in the Tariff, prior to the Customer taking service under Option 1. Customer's selection of Option 1 applies to the Units set forth in a schedule agreed upon between Customer and Company to be attached at a later date.

Initial (Company) \_\_\_\_\_ Date \_\_\_\_\_  
Initial (Customer) \_\_\_\_\_ Date \_\_\_\_\_

**Option 2:** Customer requests replacement of existing non-LED lights with LED lights. Prior to taking service under Option 2, the Customer agrees to pay the Company for the remaining costs of the existing lighting infrastructure over a 60-month period in the monthly amount per fixture as set forth in the Tariff. Upon Company's acceptance of final payment at the expiration of the 60-month period, the Customer will no longer be responsible for the remaining costs of the existing lighting infrastructure. In the event of termination of service for any reason prior to expiration of the 60-month period, the Customer, prior to termination of service, shall pay the Company the amount due under the Agreement for the remaining costs of the existing lighting infrastructure and all costs associated with removing the LED lights. Customer's selection of Option 2 applies to the Units set forth in a schedule agreed upon between Customer and Company to be attached at a later date.

Initial (Company) \_\_\_\_\_ Date \_\_\_\_\_  
Initial (Customer) \_\_\_\_\_ Date \_\_\_\_\_

**Option 3:** Customer requests replacement of existing non-LED lights with LED lights as the non-LED lights fail, which is determined by the Company. Customer's selection of Option 3 applies to the Units set forth in a schedule agreed upon between Customer and Company to be attached at a later date.

Initial (Company) \_\_\_\_\_ Date \_\_\_\_\_  
Initial (Customer) \_\_\_\_\_ Date \_\_\_\_\_

3. **LOCATION OF UNITS** – The location of existing Units shall be identified in the Company's computerized database. Any addition, replacement and/or removal of Units shall be noted in such database by the Company. It is the Customer's responsibility to make a request for new LED streetlight installation locations based on locations where they are permitted to do so.

Customer: City of Brook Park

4. **SELECTION OF UNITS** – The Customer and Company agree that lighting design and light selection authority is the Customer's. The Company will collaborate with the Customer upon request, but sole authority lies with the Customer.
5. **ADDITION, REPLACEMENT AND/OR REMOVAL OF UNITS** – At the request of Customer and in accordance with the Tariff, the Company will add, replace and/or remove Units.
6. **OWNERSHIP, MAINTENANCE AND REPLACEMENT** – None of the facilities or equipment installed or to be installed by the Company in connection with the supply of the LED street lighting service by the Company shall be deemed to be or become a part of the real estate crossed by or abutting such facilities or equipment or to be subject to any mortgage, lien or encumbrance applicable to such real estate; but shall, at all times, remain the personal property of the Company. All lighting components including lamp, refractor, luminaire, ballast, pole, bracket and other supporting materials shall be owned by the Company. If the Customer decides to opt out of the "Experimental Company Owned LED Lighting Program", Customer's decision shall not affect or impair the Company's ownership rights of the LED lights. All service and necessary maintenance will be performed only during the regular work hours of the Company. If service and necessary maintenance cannot be performed during regular work hours of the Company, for reasons beyond the Company's control, the incremental costs of performing such work shall be borne by the Customer. Costs associated with activities related to replacement, relocation, alteration, repair or removal of existing street lighting equipment are not included as part of normal maintenance and are the Customer's responsibility. Examples of such activities include, but are not limited to, the replacement of the existing fixture, remaining costs of existing infrastructure, removal or relocation of a lamp, luminaire, bracket, and/or pole, or installation of a luminaire shield.
7. **GENERAL PROVISIONS** – Reference is made to the Tariff for all other terms, provisions and conditions relative to the supply of LED street lighting service, including certain restrictions and limitations. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement and the Tariff shall constitute the entire agreement among the parties hereto and supersedes any and all prior written or oral agreements, communications, negotiations, representations, or promises with respect to the subjects addressed in this Agreement. To the extent there is any conflict between this Agreement and the Tariff, the Tariff shall prevail. This Agreement shall be binding upon Customer and the Company and their respective successors and assigns.

Customer: City of Brook Park

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CUSTOMER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COMPANY Witness:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COMPANY:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule C

### Tariff Option 3

Company:	The Illuminating Company
Customer Name :	City of Brook Park
Date of LED Street Lighting Agreement:	
Account Number:	110 026 528 767

Please check one:

☒ Customer elects GE Recommended Conversion Table

☐ Customer elects to create Conversion Table

#### GE Recommended LED Conversion

Company Operand		
Existing HID Fixture Wattage	Existing HID Light Source	Recommended FE LED Replacement Wattage
	50 HPS	
	70 HPS	30
	100 Mercury	30
	100 HPS	30
	175 Mercury	50
	175 Metal Halide	50
	150 HPS	50
	250 Mercury	90
	250 Metal Halide	90
	200 HPS	90
	250 HPS	130
	400 Mercury	130
	400 Metal Halide	130
	400 HPS	130
		260

The above schedule lays out the agreed upon conversion of non-LED lights to LED lights as they fail, as required under Option 3.

Once the LED lights are installed under this Option 3, the Customer's billing will be updated accordingly.

	Company Initial: _____	Customer Initial: _____
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>COMPANY: the Illuminating Company</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> </div> <div style="width: 45%;"> <p>CUSTOMER: City of Brook Park</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> </div> </div>		