

**ITEMS TO BE CONSIDERED  
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING  
TO BE HELD ON TUESDAY, DECEMBER 20, 2022  
7:00 P.M.**

**I. ROLL CALL OF MEMBERS:**

**II. PLEDGE OF ALLEGIANCE:**

**III. DISCUSSION:**

1. COMMITTEE FORMAT- COUNCILMAN TROYER.-PER COUNCIL PRESIDENT VECCHIO.
2. AN ORDINANCE AMENDING ORDINANCE NO. 11244-2022, THE APPROPRIATION ORDINANCE, FOR THE CITY OF BROOK PARK, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT VECCHIO.
3. AN ORDINANCE ENACTING SECTION 1729.07 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'INCOME TAX ADMINISTRATOR' AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT VECCHIO.
4. AN ORDINANCE ADOPTING A PROCURMENT POLICY FOR ALL PURCHASES UTILIZING FEDERAL FUNDS AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT VECCHIO.
5. AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR EMPLOYEES OF THE CITY, OTHER THAN ELECTED OFFICIALS OR THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT VECCHIO.
6. AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO ADVANCE AND TRANSFER FUNDS TO THE SPECIFIED FUNDS AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT VECCHIO.

**DISCUSSION: cont.**

7. A RESOLUTION GRANTING THE APPROVAL TO OPERATE A NEW BUSINESS, OLD SCHOOL IRON-GUN RANGE LOCATED AT 5131 WEST 140<sup>TH</sup>, BROOK PARK, OHIO, IN THE 5C DISTRICT, AND DECLARING AN EMERGENCY. Introduced by Council as a Whole. -PER COUNCIL PRESIDENT VECCHIO.
8. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ("MOU") WITH THE FRATERNAL ORDER OF POLICE LODGE NO. 15, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt-PER COUNCIL PRESIDENT VECCHIO.
9. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA), AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt-PER COUNCIL PRESIDENT
10. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ("MOU") WITH THE PATROLMEN'S BENEVOLENT ASSOCIATION, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt-PER COUNCIL PRESIDENT.
11. AN ORDINANCE TO PROVIDE FOR THE TEMPORARY APPROPRIATIONS OF THE CITY BROOK PARK, STATE OF OHIO, FOR THE THREE MONTHS ENDING ON MARCH 31, 2023 AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

**IV. PLANNING COMMITTEE - CHAIRMAN, TROYER:**

1. PLANNING COMMISSION PROCESS.

**V. ADJOURNMENT**

**Posted: 12/16/22**

ORDINANCE NO.

INTRODUCED BY Mayor Orcutt

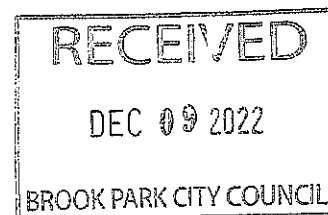
AN ORDINANCE AMENDING ORDINANCE NO. 11244-2022, THE  
APPROPRIATION ORDINANCE FOR THE CITY OF BROOK PARK, AND DECLARING  
AN EMERGENCY.

WHEREAS, the amounts appropriated for certain items of expense for 2022 are proving to be  
insufficient while surpluses are developing in certain other appropriations.

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

SECTION 1: That Ordinance No. 11244-2022, passed March 29, 2022, the Appropriation  
Ordinance for the City of Brook Park, be amended to reflect the following adjustments:

FUND	DEPARTMENT	TRANS- ACTION	DESCRIPTION	PRESENT APPROPRIATION	ADJUSTED AMOUNT	ADJUSTED APPROPRIATION
100 GENERAL FUND						
	111 Clerk of Council	511	Regular Salaries	59,177.00	910.00	60,087.00
		513	Part-Time Salaries	5,000.00	2,000.00	7,000.00
		519	Fringe Benefits	17,522.70	450.00	17,972.70
	210 Mayor's Court	526	Office Supplies	1,343.41	750.00	2,093.41
	330 Civil Service Commission	513	Part-Time Salaries	20,500.00	2,500.00	23,000.00
		519	Fringe Benefits	4,233.30	390.00	4,623.30
	341 Recreation Center	520	Utilities	144,386.29	20,000.00	164,386.29
	342 Parks & Playgrounds	520	Utilities	49,585.00	10,000.00	59,585.00
		527	Miscellaneous Expenses	21,886.67	5,000.00	26,886.67
		529	Contracts	11,121.00	5,000.00	16,121.00
	343 Public Recreation	523	Professional Services	20,602.00	5,000.00	25,602.00
		527	Miscellaneous Expenses	562.00	58.68	620.68
	345 Home Days Celebration	520	Utilities	2,752.46	700.00	3,452.46
		523	Professional Services	38,600.00	5,950.00	44,550.00
	400 Mayor's Office	511	Regular Salaries	241,576.28	11,000.00	252,576.28
		519	Fringe Benefits	95,288.85	1,700.00	96,988.85
		527	Miscellaneous Expenses	3,356.49	1,340.69	4,697.18
		529	Contracts	3,430.34	300.00	3,730.34
	402 Human Resources	525	Travel & Education	0.00	325.00	325.00
		526	Office Supplies	250.00	300.00	550.00
	405 Correctional Facility	524	Repair & Maintenance	141.97	1,500.00	1,641.97
		527	Miscellaneous Expenses	6,691.57	3,500.00	10,191.57
	409 Mechanics	511	Regular Salaries	466,461.46	(44,678.27)	421,803.19
		519	Fringe Benefits	184,154.56	(6,902.79)	177,251.77
	412 Police Department	526	Office Supplies	8,719.98	4,000.00	12,719.98
		527	Miscellaneous Expenses	97,458.26	65,000.00	162,458.26
	414 Disaster Service	527	Miscellaneous Expenses	3,207.00	2,500.00	5,707.00
	420 Service Director	527	Miscellaneous Expenses	921.00	1,600.00	2,521.00
	422 Service Building	511	Regular Salaries	57,202.54	2,000.00	59,202.54
		519	Fringe Benefits	31,120.06	309.00	31,429.06
	423 Sanitation	511	Regular Salaries	340,060.85	20,200.00	360,260.85
		519	Fringe Benefits	138,858.22	3,121.00	141,979.22
		527	Miscellaneous Expenses	666,599.09	45,000.00	711,599.09
		529	Contracts	2,143.00	1,000.00	3,143.00
	424 Street Cleaning	512	Overtime	5,000.00	(2,000.00)	3,000.00
		524	Repair & Maintenance	850.00	2,000.00	2,850.00
		527	Miscellaneous Expenses	2,022.00	3,000.00	5,022.00
	426 Traffic Signs	524	Repair & Maintenance	1,301.19	2,700.00	4,001.19
		527	Miscellaneous Expenses	1,098.00	3,000.00	4,098.00
	428 Public Properties	511	Regular Salaries	199,501.80	2,000.00	201,501.80
		519	Fringe Benefits	76,459.78	309.00	76,768.78
		524	Repair & Maintenance	695.00	1,500.00	2,195.00
		527	Miscellaneous Expenses	10,053.34	1,000.00	11,053.34



FUND	DEPARTMENT	TRANS ACTION	DESCRIPTION	PRESENT APPROPRIATION	ADJUSTED AMOUNT	ADJUSTED APPROPRIATION
	429 Sewers & Drains	511	Regular Salaries	507,894.49	44,678.27	552,372.76
		519	Fringe Benefits	177,798.12	6,902.79	184,700.91
		524	Repair & Maintenance	40,754.04	10,000.00	50,754.04
		527	Miscellaneous Expenses	28,547.48	14,000.00	42,547.48
	432 Snow Removal	524	Repair & Maintenance	45,456.68	15,000.00	60,456.68
		527	Miscellaneous Expenses	176,546.00	80,000.00	256,546.00
	433 Street Lighting	520	Utilities	449,665.03	20,000.00	469,665.03
		524	Repair & Maintenance	1,000.00	8,000.00	9,000.00
	500 Law Department	525	Travel & Education	500.00	1,500.00	2,000.00
	610 Finance Department	511	Regular Salaries	367,656.74	(30,000.00)	337,656.74
	641 Office of Aging	513	Part-Time Salaries	39,000.00	10,000.00	49,000.00
		519	Fringe Benefits	6,257.25	1,545.00	7,802.25
		527	Miscellaneous Expenses	3,469.26	1,500.00	4,969.26
	700 General Gov't. Lands & Bldgs.	520	Utilities	102,492.00	30,000.00	132,492.00
		524	Repair & Maintenance	3,247.51	3,500.00	6,747.51
		527	Miscellaneous Expenses	4,947.03	6,000.00	10,947.03
	825 Worker's Compensation	519	Fringe Benefits	225,986.00	9,829.00	235,815.00
	840 Insurance & Bonding	527	Miscellaneous Expenses	353,357.40	(50,000.00)	303,357.40
	874 Misc. Executive	523	Professional Services	150,406.50	(50,000.00)	100,406.50
	879 Contingency	529	Contracts	0.00	50,000.00	50,000.00
	880 Transfers & Refunds	571	Transfers	1,702,214.77	13,524.62	1,715,739.39
		574	Refunds	1,500.00	392.00	1,892.00
				7,430,410.76	381,703.99	7,812,114.75
210 CITY INCOME TAX FUND						
	571 Transfers	571	Transfers	16,442,279.57	1,645,305.00	18,087,584.57
		574	Refunds	3,600,000.00	(1,645,305.00)	1,954,695.00
				20,042,279.57	0.00	20,042,279.57
240 S.C.M. & R. FUND						
	425 Street Paving and Repair	511	Regular Salaries	398,603.60	(40,000.00)	358,603.60
		519	Fringe Benefits	185,767.82	(20,000.00)	145,767.82
		524	Repair & Maintenance	45,259.71	20,000.00	65,259.71
		527	Miscellaneous Expenses	53,244.16	40,000.00	93,244.16
				662,875.29	0.00	662,875.29
241 STATE HIGHWAY IMPROVEMENT FUND						
	425 Street Paving and Repair	512	Overtime	0.00	87.78	87.78
		519	Fringe Benefits	0.00	13.53	13.53
		524	Repair & Maintenance	34,349.74	(101.31)	34,248.43
				34,349.74	0.00	34,349.74
243 ECONOMIC DEVELOPMENT FUND						
		529	Contracts	2,647,235.00	(379,750.00)	2,267,485.00
		553	Construction Contracts	0.00	379,750.00	379,750.00
				2,647,235.00	0.00	2,647,235.00
250 SPECIAL RECREATION FUND						
	343 Public Recreation	527	Miscellaneous Expenses	54,229.91	5,000.00	59,229.91
		529	Contracts	21,100.00	5,000.00	26,100.00
		552	Equipment	0.00	1,244.75	1,244.75
				75,329.91	11,244.75	86,574.66
264 WATER PARK FUND						
	342 Parks & Playgrounds	512	Overtime	219.38	292.50	511.88
		513	Part-Time Salaries	34,780.62	7,914.79	42,695.41
		519	Fringe Benefits	5,407.50	1,268.13	6,675.63
		520	Utilities	28,283.00	10,079.58	38,362.58
		527	Miscellaneous Expenses	10,563.00	5,000.00	15,563.00
		574	Refunds	750.00	(555.00)	195.00
				80,003.50	24,000.00	104,003.50
272 FEDERAL FORFEITURE FUND						
	412 Police Department	552	Equipment	0.00	68,388.89	68,388.89
290 INSURANCE FUND						
	290 Insurance	522	Equipment Rental	0.00	505.00	505.00
		524	Repair & Maintenance	35,000.00	60,000.00	95,000.00
		529	Contracts	5,000.00	24,495.00	29,495.00
				40,000.00	85,000.00	125,000.00
310 GENERAL BOND RETIREMENT FUND						
	871 Debt Retirement	561	Principal Payment	820,830.12	6,400.04	827,230.16

FUND	DEPARTMENT	TRANS ACTION	DESCRIPTION	PRESENT APPROPRIATION	ADJUSTED AMOUNT	ADJUSTED APPROPRIATION
401 CAPITAL IMPROVEMENT FUND						
	342 Parks & Playgrounds	529	Contracts	0.00	1,795.00	1,795.00
		551	Land/Building Improvements	88,604.65	(26,795.00)	62,009.65
	410 Safety Director	552	Equipment	0.00	1,354.94	1,354.94
	423 Sanitation	552	Equipment	268,615.47	16,017.15	284,632.62
	425 S.C.M. & R.	551	Land/Building Improvements	0.00	7,700.00	7,700.00
	427 Trees & Tree Lawns	552	Equipment	1,000.00	329.98	1,329.98
	433 Street Lighting	552	Equipment	50,000.00	(50,000.00)	0.00
	610 Finance Department	552	Equipment	5,000.00	15,000.00	20,000.00
	700 General Gov't. Lands & Bldgs.	552	Equipment	220,550.46	(165,402.07)	55,148.39
	860 Transfers & Refunds	571	Transfers	1,450,955.71	200,000.00	1,650,955.71
				2,084,926.29	0.00	2,084,926.29
459 SEWER IMPROVEMENTS FUND						
	429 Sewers & Drains	523	Professional Services	17,500.00	94,704.00	112,204.00
		529	Contracts	1,985.98	11,307.00	13,292.98
		553	Construction Contracts	0.00	177,300.00	177,300.00
				19,485.98	283,311.00	302,796.98
548 SHELDON ROAD WATER MAIN FUND						
	429 Sewers & Drains	523	Professional Services	0.00	56,321.76	56,321.76
691 RETIREES' ACCRUED BENEFITS FUND						
	650 Retirees	511	Regular Salaries	200,000.00	32,459.04	232,459.04
713 S.W.G.H. Fund						
	851 Health & Welfare	529	Contracts	109,621.00	554.38	110,175.38
717 UNCLAIMED MONIES FUND						
	874 Misc. Executive	529	Contracts	0.00	8,524.62	8,524.62
Total Changes					957,908.47	

SECTION 2: Those portions of Ordinance No. 11244-2022, passed March 29, 2022, which are inconsistent with the provisions adopted herein, are hereby expressly repealed.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and the inhabitants thereof. Such emergency existing for the further reason that funds must be immediately appropriated to the designated accounts to meet existing financial obligations of the City. Therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

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

\_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_

Clerk of Council

Approved: \_\_\_\_\_

Mayor

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

FUND	DEPARTMENT	TRANS- ACTION	DESCRIPTION	PRESENT APPROPRIATION	ADJUSTED AMOUNT	ADJUSTED APPROPRIATION
401 CAPITAL IMPROVEMENT FUND						
	342 Parks & Playgrounds	529	Contracts	0.00	1,795.00	1,795.00
		551	Land/Building Improvements	88,804.65	(26,795.00)	62,009.65
	410 Safety Director	552	Equipment	0.00	1,354.94	1,354.94
	423 Sanitation	552	Equipment	288,615.47	18,017.15	284,632.62
	425 S.C.M.& R.	551	Land/Building Improvements	0.00	7,700.00	7,700.00
	427 Trees & Tree Lawns	552	Equipment	1,000.00	329.98	1,329.98
	433 Street Lighting	552	Equipment	50,000.00	(50,000.00)	0.00
	610 Finance Department	552	Equipment	5,000.00	15,000.00	20,000.00
	700 General Gov't. Lands & Bldgs.	552	Equipment	220,550.46	(165,402.07)	55,148.39
	880 Transfers & Refunds	571	Transfers	1,450,955.71	200,000.00	1,650,955.71
				2,084,926.29	0.00	2,084,926.29
459 SEWER IMPROVEMENTS FUND						
	429 Sewers & Drains	523	Professional Services	17,500.00	96,264.00	113,764.00
		529	Contracts	1,985.98	20,857.00	22,842.98
		553	Construction Contracts	0.00	177,300.00	177,300.00
				19,485.98	294,421.00	313,906.98
548 SHELDON ROAD WATER MAIN FUND						
	429 Sewers & Drains	523	Professional Services	0.00	56,321.76	56,321.76
691 RETIREES' ACCRUED BENEFITS FUND						
	650 Retirees	511	Regular Salaries	200,000.00	32,459.04	232,459.04
713 S.W.G.H. Fund						
	851 Health & Welfare	529	Contracts	109,621.00	554.38	110,175.38
717 UNCLAIMED MONIES FUND						
	874 Misc. Executive	529	Contracts	0.00	8,524.62	8,524.62
Total Changes					969,018.47	

SECTION 2: Those portions of Ordinance No. 11244-2022, passed March 29, 2022, which are inconsistent with the provisions adopted herein, are hereby expressly repealed.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and the inhabitants thereof. Such emergency existing for the further reason that funds must be immediately appropriated to the designated accounts to meet existing financial obligations of the City. Therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

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

\_\_\_\_\_  
President of Council

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

Approved: \_\_\_\_\_  
Mayor

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

FUND	DEPARTMENT	TRANS ACTION	DESCRIPTION	PRESENT APPROPRIATION	ADJUSTED AMOUNT	ADJUSTED APPROPRIATION
401 CAPITAL IMPROVEMENT FUND						
	342 Parks & Playgrounds	529	Contracts	0.00	1,795.00	1,795.00
		551	Land/Building Improvements	88,804.65	(26,795.00)	62,009.65
	410 Safety Director	552	Equipment	0.00	1,354.94	1,354.94
	423 Sanitation	552	Equipment	268,615.47	16,017.15	284,632.62
	425 S.C.M. & R.	551	Land/Building Improvements	0.00	7,700.00	7,700.00
	427 Trees & Tree Lawns	552	Equipment	1,000.00	329.98	1,329.98
	433 Street Lighting	552	Equipment	50,000.00	(50,000.00)	0.00
	610 Finance Department	552	Equipment	5,000.00	15,000.00	20,000.00
	700 General Gov't. Lands & Bldgs.	552	Equipment	220,550.46	(165,402.07)	55,148.39
	880 Transfers & Refunds	571	Transfers	1,450,955.71	200,000.00	1,650,955.71
				2,084,926.29	0.00	2,084,926.29
459 SEWER IMPROVEMENTS FUND						
	429 Sewers & Drains	523	Professional Services	17,500.00	96,264.00	113,764.00
		529	Contracts	1,985.98	20,857.00	22,842.98
		553	Construction Contracts	0.00	177,300.00	177,300.00
				19,485.98	294,421.00	313,906.98
548 SHELDON ROAD WATER MAIN FUND						
	429 Sewers & Drains	523	Professional Services	0.00	56,321.76	56,321.76
691 RETIREES' ACCRUED BENEFITS FUND						
	650 Retirees	511	Regular Salaries	200,000.00	32,459.04	232,459.04
713 S.W.G.H. Fund						
	851 Health & Welfare	529	Contracts	109,621.00	554.38	110,175.38
717 UNCLAIMED MONIES FUND						
	874 Misc. Executive	529	Contracts	0.00	8,524.62	8,524.62
Total Changes					959,018.47	

SECTION 2: Those portions of Ordinance No. 11244-2022, passed March 29, 2022, which are inconsistent with the provisions adopted herein, are hereby expressly repealed.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and the inhabitants thereof. Such emergency existing for the further reason that funds must be immediately appropriated to the designated accounts to meet existing financial obligations of the City. Therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

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

\_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_

Clerk of Council

Approved: \_\_\_\_\_

Mayor

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

CITY OF BROOK PARK, OHIO

ORDINANCE NO:

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE ENACTING SECTION 1729.07 OF THE  
BROOK PARK CODIFIED ORDINANCES ENTITLED  
'INCOME TAX ADMINISTRATOR,'  
AND DECLARING AN EMERGENCY

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

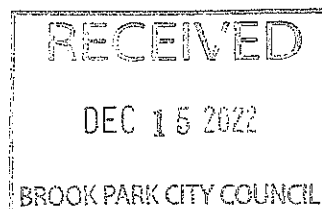
**SECTION 1:** The Brook Park Codified Ordinances shall be supplemented by enacting a new section entitled "Income Tax Administrator" to read as follows:

1729.07 Income Tax Administrator.

(a) Establishment. There is hereby established the position of Income Tax Administrator.

(b) Duties. Under the general supervision of the Finance/Tax Director, the Income Tax Administrator shall perform the following duties:

1. Manage all activities and staff related to the billing, collection, deposits of receipts and posting of the City's municipal income tax, admissions tax, hotel tax and parking fees.
2. Maintain accurate and complete records of taxes and parking fees owed and payments received.
3. Posts receipts to proper accounts, balance all receipts and issue a daily cash report to the Finance/Tax Director.
4. Assure the efficient operation of the City's income tax computer system; prepare and run reports.
5. Maintain control sheets and reconcile the books at the end of each month.
6. Manage the collection of delinquent income tax accounts; confer with businesses and individuals delinquent in filing income tax returns; set up schedules for paying taxes owed.
7. Manage the establishment and maintenance of income tax accounts; ensure that all revenues are charged and tax liabilities assigned to the proper cities and/or accounts.
8. Supervise, train and evaluate performance of department staff; instruct employees in proper methods of audit procedures and office operations.





9. Supervise the auditing of financial records to ensure compliance with income tax withholding provisions as defined in the City Tax Code.
10. Assist in the interpretation and answering of questions concerning the City Tax Code.
11. Review and authorize written correspondence or form letters sent to taxpayers, accountants, attorneys, or other authorized representatives, or filed with the Income Tax Department.
12. Supervise the audit and processing of incoming tax returns and payments; validate reported liability on returns; the accuracy of math computations on income tax forms, financial records and other documents; issue assessments when warranted.
13. Testify in court concerning information compiled through the auditing of income tax returns and supporting documents; issue summons and subpoenas.
14. Generate, disseminate, and coordinate information necessary for the efficient operation of the department.
15. Attend City Council meetings, and provide reports on the status of projects and activities as requested by the Finance/Tax Director.
16. Assist in budget preparation.
17. Plan, organize, prioritize, complete and communicate work within established deadlines.
18. Perform various administrative tasks and other duties as required by the Finance/Tax Director.

(c) Desired Minimum Qualifications.

- i) Bachelor's Degree in accounting, finance or related discipline from an accredited college or university;
- ii) Three (3) or more years of municipal income tax or related experience, or
- iii) Any equivalent of education and experience with significant municipal income tax experience substituting formal post-secondary education.
- iv) Working knowledge of applicable federal, state and local statutes. High degree of computer literacy. Proficient in the use of word processing and spreadsheet applications.
- v) Ability to maintain confidentiality in department matters.

(d) Compensation. The salary of the Income Tax Administrator shall be fixed by Council.

(e) Appointment. The Income Tax Administrator shall be appointed by the Finance/Tax Director and serve at the pleasure of the Finance/Tax Director.

**SECTION 2:** The money needed to complete the aforesaid transaction shall be paid from Fund 210, City Income Tax Fund.

**SECTION 3:** That it is found and determined that all formal actions of the Council of the City of Brook Park concerning and relating to the adoption of this Ordinance were adopted in an open meeting of such body, and that all deliberations of the Council of the City and 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 create an Income Tax Administrator position, 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 TAX

**City of Brook Park**  
**Council Agenda Request Form**

**From: Mayor's Office**

**Date: Thursday, December 15, 2022**

**Requestors Name(s): Mayor Orcutt**

**Title of Legislation or Purpose of Request:**

**AN ORDINANCE ADOPTING A PROCUREMENT POLICY FOR ALL  
PURCHASES UTILIZING FEDERAL FUNDS, AND DECLARING AN  
EMERGENCY**

**Meeting Agenda Placement: Placed on the 12/20/2022 Caucus  
Agenda under Discussion and Introduction at the 12/20/2022 Council  
Meeting**

**Date Request Received by Council Office: [Click to enter a date.](#)**

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE ADOPTING A PROCUREMENT POLICY FOR ALL PURCHASES  
UTILIZING FEDERAL FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the Federal Government has mandated that municipalities utilizing federal funds establish and follow a Procurement Policy; and

WHEREAS, the City of Brook Park (City), on a regular basis, receives federal funds through grants and other sources; and

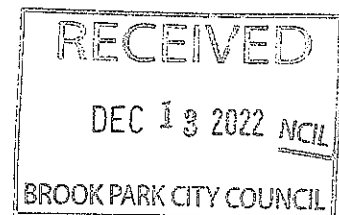
WHEREAS, it is necessary for the City of Brook Park to establish a Procurement Policy for purchases using federal funds.

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

SECTION 1: The City hereby adopts the Procurement Policy attached as Exhibit "A".

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including 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 to adopt the Procurement Policy for all purchases utilizing federal funds; 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  
PROCUREMENT POLICY FOR ALL  
PURCHASES UTILIZING FEDERAL FUNDS**

This policy has been adopted by the City of Brook Park to assure that the City utilizes federal funds in compliance with the Code of Federal Regulations (CFR), Title 2 Parts 200.318 to 200.326.

- I. **General Procurement Standards (2 CFR Part 200.318)**
  - A. Procurements by the City when utilizing federal funds shall conform to applicable Federal law and the standards identified in this policy.
  - B. The City shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchases.
  - C. No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or any organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Any Employee determined to be in violation of this section could be subject to discipline action up to and including termination. Any Elected Official determined to be in violation of this section could be subject to prosecution and/or recall of their position. (See the City's Ethics Policy.)
  - D. The City will consider consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
  - E. The City, to the extent possible, shall utilize state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
  - F. The City, to the extent possible, shall utilize federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
  - G. The City, to the extent possible, shall utilize use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable

opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

- H. The City, to the extent possible, shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (See also 2 CFR §200.213 Suspension and Debarment and R.C. § 9.242, 125.25, 153.02 and 5513.06.)
  - I. The City, to the extent possible, shall maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following:
    - 1. Rationale for the method of procurement;
    - 2. Selection of contract type;
    - 3. Contractor selection or rejection; and
    - 3. The basis for the contract price.
  - J. The City, to the extent possible, shall utilize a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contracts are defined as a contract whose cost to the City is the sum of:
    - 1. The actual cost of materials; and
    - 2. City labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
  - K. The City, to the extent possible, shall, in accordance with good administrative practice and sound business judgment, utilize mediation and binding arbitration for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims.
- II. **Competition (2 CFR Part 200.319)**
- A. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive include but are not limited to:

1. Placing unreasonable requirements on firms for them to qualify to do business;
  2. Requiring unnecessary experience and excessive bonding;
  3. Noncompetitive pricing practices between firms or between affiliated companies;
  4. Noncompetitive contracts to consultants that are on retainer contracts;
  5. Organizational conflicts of interest;
  6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
  7. Any arbitrary action in the procurement process.
- B. The City shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- C. The City ensures that all solicitations:
1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.



- D. The City shall ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the City shall not preclude potential bidders from qualifying during the solicitation period.

**III. Methods of Procurement to be Followed (2 CFR Part 200.320)**

The City shall use one of the following methods of procurement when purchasing items with federal funds.

- A. Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold of \$10,000. To the extent practicable, the City shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations.
- B. Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold (\$50,000). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
- C. Procurement by sealed bids (formal advertising). Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.
  - 1. For sealed bidding to be feasible, the following conditions should be present:
    - i. a complete, adequate, and realistic specification or purchase description is available;
    - ii. Two or more responsible bidders are willing and able to compete effectively for the business; and
    - iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price;
  - 2. If sealed bids are used, the following requirements apply:
    - i. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response prior to the date set for opening

the bids, for local, and tribal governments, and the invitation for bids must be publicly advertisements;

- ii. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services for the bidder to properly respond;
- iii. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- iv. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- v. Any or all bids may be rejected if there is a sound documented reason.

D. Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional

services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

E. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity;
4. After solicitation of several sources, competition is determined inadequate; or
5. The federal funds are received via an Assistance to Firefighter Grant (AFG), which otherwise complies with all provisions set forth in this policy. This exception is detained in Section IX.

IV. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR Part 200.321)**

A. The City shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

B. Affirmative steps must include:

1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**V. Contract Cost and Price (2 CFR Part 323)**

- A. The City shall perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (\$250,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, The City shall make independent estimates before receiving bids or proposals.
- B. The City shall negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- C. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the City.
- D. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**VI. Federal Awarding Agency or Pass-Through Entity Review (2 CFR Part 200.324)**

- A. The City shall make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document.
- B. The City shall make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

1. The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
  2. the procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
  3. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
  4. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
  5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- C. The City is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
1. The City may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis.
  2. The City may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification program, the Federal awarding agency may rely on written assurances from the City that it is complying with these standards. The City must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

## **VII. Bonding Requirements (2 CFR Part 200-325)**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the City providing that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all of the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### **VIII. Contract Provisions (2 CFR Part 200.326)**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for **more than the simplified acquisition threshold currently set at \$250,000**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of **\$10,000** must address termination for cause and for convenience by the City including how it will be affected and the basis for settlement.
- C. Equipment Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "**federally assisted construction contract**" in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 61-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime **construction contracts in excess of \$2,000** awarded by the City must include a provision for compliance with the Davis-Bacon

Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City shall report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act" (40 U.S.C. 3145), as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from The United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair or public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in **excess of \$100,000 that involve the employment of mechanics or laborers** must include a provision for compliance with 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basis rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. **Debarment and Suspension** (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), Department and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from each tier up to the non-Federal award.
- J. See §200.322 Procurement of recovered materials if applicable.

*(§200.322 Procurement of recovered materials: A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy*



*and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)*

#### **IX. Assistance to Firefighter Grant (AFG)**

In addition to Ohio's own state purchasing program, Ohio also permits political subdivisions to purchase via other state or national joint purchasing programs. Specifically, R.C. 9.48 (joint purchasing programs) provides:

- (A) As used in this section, "political subdivision" has the same meaning as in section 2744.01 of the Revised Code and includes a county hospital as defined in section 339.01 of the Revised Code.
- (8) A political subdivision may do any of the following:

\*\*\*

- (2) Participate in a joint purchasing program operated by or through a national or state association of political subdivisions in which the purchasing political subdivision is eligible for membership.

\*\*\*

The Department Homeland Security-Federal Emergency Management Agency requires competitive bidding in the use of Assistance to Firefighter Grant (AFG) program funds. Title 44, Section 152 governs most of the AFG program generally. However, 2 C.F.R. Sections 200.317 to 200.327 establishes specific, uniform requirements for grants. (See Sections I to VIII above.)

44 C.F.R. Section 13.36(b)(5) provides specific authority for an award grantee to enter into intergovernmental agreements to save money by avoiding duplication of effort. FEMA leaves the means of procurement to the grantee's discretion, providing the grantee's standards conform to local, state and federal law. See 44 C.F.R. Section 13.36(b)(1). Since the most efficient option for most state and local entities is to piggyback an existing competitively awarded grant, state and local laws generally promote intergovernmental agreements. As set forth above, Ohio has taken this position as well.

Therefore, the City may procure vehicles, equipment or other items which are the subject of an AFG award utilizing the State of Ohio Cooperative Purchasing Program established by the Ohio Department of Administrative Services.

In addition, the City may utilize other state or national joint purchasing programs that also comply with the provisions set forth in Sections I through VIII above.

An example of such a non-Ohio State program is Sourcewell. Sourcewell is a State of Minnesota local government agency and service cooperative created under the law of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies and results in cooperative contracting solutions from which Sourcewell's participating entities procure equipment, products, and services. In the United States, Sourcewell's contracts are available for use by, among others, federal and state governmental entities, cities, towns and counties, non-profit entities and other public entities.

The request for proposal process generally includes a pre-proposal conference, proposal submissions, a review of proposal requirements, opening of proposals (bids), valuation of the bids, and awards. Successful proposals are awarded a contract consistent with Minnesota law. Sourcewell also complies with the mandates of both the federal bidding requirements and R.C. 9.48.

In addition to Sourcewell, other possible cooperative purchasing programs would include NPP.Gov and the National Joint Powers Alliance (NJPA).

Finally, the intergovernmental agreement (Sourcewell, et al.) alone does not satisfy the City's statutory duties for FEMA. The responsibility for meeting federal requirements (reporting, record keeping, etc.) continues to lie with the City. Therefore, the City must continue to perform its own due diligence to ensure that procedures comply with federal and state regulations.

Adopted: \_\_\_\_\_

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE  
AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE  
CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR  
EMPLOYEES OF THE CITY, OTHER THAN ELECTED OFFICIALS OR  
THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS  
AND DECLARING AN EMERGENCY

WHEREAS, it is the desire of the Council of the City of Brook Park to provide adjustment in compensation for employees of the City, other than elected officials, who are not specifically covered in negotiated labor contracts, and also to provide adjustment in rates covering employees; and

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

SECTION 1: The "Salary Schedule" for the year 2022 is attached hereto and marked Exhibit "A," and made a part hereof as if fully rewritten herein and are hereby adopted. Those said Sections of the Codified Ordinances specifically enumerated in the attached "Salary Schedule" are hereby amended accordingly.

SECTION 2: The compensation provided in the "Salary Schedule" for the year 2022 shall remain in effect until duly changed.

SECTION 3: The "Salary Schedule 2022" as enacted by Ordinance 11249-2022, passed April 1, 2022 is hereby specifically repealed.

SECTION 4: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated or to be appropriated for said purpose.

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

RECEIVED

DEC 13 2022

SECTION 6: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to provide adjustments in compensation without undue delay; 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

## AMENDED TO READ 2022

SALARY SCHEDULE			
<u>Ordinance</u>	<u>Title</u>	<u>2022 Minimum</u>	<u>2022 Maximum</u>
121.02 (b)	Clerk Of Council	\$57,258.01	\$68,108.87
121.03 (b)	Assistant Clerk Of Council	\$43,170.50	\$54,021.36
121.08 (b)	Part Time Assistant Clerk of Council	\$10.85	\$17.97
131.03 (b)	Executive Assistant to the Mayor	\$63,912.69	\$74,550.78
131.06 (b)	Temporary Clerical	\$10.85	\$17.97
131.07 (a)	C.O.E. Assistant Office Clerk	\$10.43	\$24.91
131.08 (c)	Commissioner of Admin. Services (H.R.)	\$72,563.27	\$79,000.00
131.09 (c)	Clerk of Mayor's Court	\$52,000.00	\$65,761.89
131.11 (d)	Commissioner of Purchasing	\$0.00	\$0.00
131.13 ©	Commissioner of Economic Development	\$70,000.00	\$88,509.59
133.02 ©	Assistant Law Director	\$41,646.80	\$52,497.65
133.03 ©	Administrative Assistant to the Law Director	\$56,283.82	\$67,405.94
133.061 ©	Part Time Assistant Law Director-Class #2	\$13,021.02	\$33,073.66
133.07 (b)	Law Department Clerk	\$10.85	\$17.97
133.062	Assistant Law Director- Class #3	\$63,533.98	\$74,656.11
137.02 (b)	Assistant Finance Director	\$81,819.90	\$92,536.07
139.01 (b)	Director of Public Safety	\$77,000.00	\$92,000.00
139.07 ©	School Crossing Guards	\$8,165.01	\$10,206.79
139.11	Safety Forces High Risk Board	\$0.00	\$0.00
140.03 (b)	Electrical Inspector	\$21,261.10	\$21,261.10
140.04 (b)	Plumbing Inspector	\$21,261.10	\$21,261.10
141.03 (a)	Police Chief	\$97,297.15	\$114,891.37
141.03 (a)	Police Captain	\$90,221.69	\$107,444.71
142.07 ©	Auxiliary Police	\$13.56	\$20.36
143.03 (a)	Fire Chief	\$97,297.15	\$114,891.37
143.03 (a)	Assistant Fire Chief	\$90,221.69	\$107,444.71
145.01	Director of Public Service	\$83,000.00	\$99,500.00
145.15 (b)	Summer Grass Cutters	\$10.43	\$13.17



## CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: MAYOR ORCUTT**AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO ADVANCE AND  
TRANSFER FUNDS TO THE SPECIFIED FUNDS, AND DECLARING AN  
EMERGENCY**

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

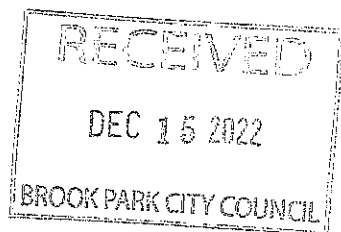
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOK  
PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

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

FROM:	TO:	AMOUNT
210 City Income Tax Fund	100 General Fund	\$15,648,762.70
	401 Capital Improvement Fund	\$2,438,821.87
215 Admissions Tax Fund	100 General Fund	\$270,000.00
245 CDBG Fund	100 General Fund (Advance Repay)	\$150,000.00
401 Capital Improvement Fund	310 General Bond Retirement Fund	\$750,955.71
	459 Sewer Improvements Fund	\$100,000.00
	547 2022 Street Improvements Fund	\$700,000.00
	548 Sheldon Road Water Main Fund	\$100,000.00

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

**SECTION 3:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Finance Director to advance and transfer funds to specified funds; 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:

APPROVED:

\_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

BY REBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS  
  
\_\_\_\_\_  
DIRECTOR OF LAW



Planning

CITY OF BROOK PARK, OHIO

Resolution No. \_\_\_\_\_

Introduced By: COUNCIL AS A WHOLE

A RESOLUTION

GRANTING THE APPROVAL TO OPERATE A NEW BUSINESS, OLD SCHOOL IRON-GUN RANGE LOCATED AT 5131 WEST 140TH, BROOK PARK, OHIO, IN THE U-5C DISTRICT, AND DECLARING AN EMERGENCY

WHEREAS, Agent Dean Spong filed an application for approval to operate a new business, Old School Iron-Gun Range with the Brook Park Planning Commission; and

WHEREAS, the request is to operate a new business, a gun range in the U-5C District; and

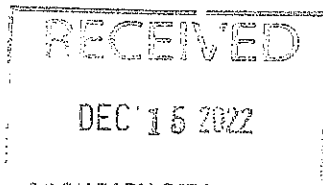
WHEREAS, the request was presented at a public hearing on December 5, 2022, to the Brook Park Planning Commission, which referred this matter to Council with certain conditions for approval and recommended the waiver of requirements set forth in Section 1121.36(c) of the Brook Park Codified Ordinances.

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

**SECTION 1:** The Council of the City of Brook Park finds that the proposed new business to operate the Old School Iron-Gun Range in the U-5C District is appropriate.

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

**SECTION 3:** 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 purpose of allowing the operation of the Old School Iron-Gun Range; therefore, provided that 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: \_\_\_\_\_

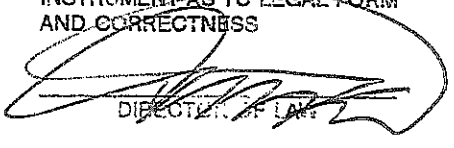
\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

\_\_\_\_\_  
DATE

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

  
DIRECTOR OF LAW

MEMO

TO:	Carol Johnson, Clerk of Council w/Enclosures
CC:	Mayor Orcutt Carol Horvath, Law Director mvecchio@cityofbrookpark.com troyerward1@att.net jamesmencini@yahoo.com sroberts@cityofbrookpark.com rscott@cityofbrookpark.com ncoyne@cityofbrookpark.com bpindexter@cityofbrookpark.com brookparksalvatore@gmail.com w/out Enclosures
FROM:	Carol Dell, Secretary BZA & Planning Commission Secretary
DATE:	December 7, 2022
RE:	Planning Commission Recommendation

The Brook Park Planning Commission met on December 5, 2022 regarding the proposed new business, Old School Iron – Gun Range. By vote of 6/6, the Planning Commission voted to recommend approval of the proposed new business, for the following:

- Request the following approvals to operate a new business, Old School Iron – Gun Range at 5131 West 140<sup>th</sup> Street | Located in a U-5C District
  - A. Conditional Use Permit  
*[Planning Commission’s recommendation for this project must be forwarded to City Council for final action]*

The Planning Commission herein submits its recommendation to City Council that they, by Resolution prepared and approved by the Law Department, Affirm or Deny the Vote of the Planning Commission at the next regularly scheduled meeting.

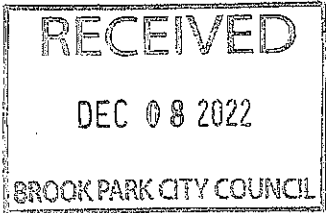
See Attached Engineer’s comments, Building Commissioner’s comments, 2022 Planning Commission Application and Project Plan.

If additional information is required, please feel free to contact me.

**AGENT INFORMATION:**  
Dean Spong - 3142 Prospect Avenue E, Cleveland, Ohio 44115  
E-Mail: Dean.Spong@vocon.com  
Office: 216/329-8537

T.J. Slomka, Property Owner - 5139 West 140<sup>th</sup> Street, Brook Park, Ohio 44142

Thank you,  
*Carol Dell*  
Secretary, City of Brook Park Planning Commission  
Building Department  
Office: 216/433-7412  
E-Mail: cdell@cityofbrookpark.com



Safety

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ("MOU") WITH THE FRATERNAL ORDER OF POLICE LODGE NO. 15, AND DECLARING AN EMERGENCY

WHEREAS, a Memorandum of Understanding (hereinafter "MOU") between the City of Brook Park and the Fraternal Order of Police Lodge No. 15, has been presented to Council.

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

SECTION 1: The Mayor is hereby authorized to enter into a MOU on behalf of the City with the Fraternal Order of Police Lodge No. 15, effective January 1, 2023 through December 31, 2023, a copy of said MOU is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein.

SECTION 2: The money needed for the aforesaid transaction shall be paid from the General Fund No. 100, theretofore appropriated for said purpose.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, and for the further reason to enter into a MOU with the Fraternal Order of Police Lodge No. 15, 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 REVENUE



## Memorandum of Understanding (MOU)

This Memorandum of Understanding is entered into between the City of Brook Park ("City" or "Employer"), FOP Lodge No. 15 ("Union" or "Lodge No. 15") and memorializes the following acknowledgements, understandings, and agreements:

### Wage Increase for The 2023 Calendar Year

Pursuant to the Tentative Agreement on December 08, 2022, the salaries of members in Lodge No. 15 will increase by 3.5% for the 2023 year (**see Exhibit A**). The effective date of the 3.5% wage increase will be 1/1/2023.

### Healthcare Employee Premiums for the 2023 Plan Year

Pursuant to the Tentative Agreement on December 08, 2022 between the City of Brook Park and Lodge No. 15, both parties agree that the healthcare premiums do not meet the 5% increase threshold necessary to trigger the Healthcare Reopener.

This Memorandum of Understanding is entered into this \_\_\_\_\_ day of December, 2022.

\_\_\_\_\_  
Edward A. Orcutt, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP

\_\_\_\_\_  
Date



**EXHIBIT A**  
**Updated Chart on Page 12 of CBA to Reflect 2023 Year**  
**(Patrol Officers)**

	2022	2023
Start	\$61,080.78	\$63,218.61
After 24 Months	\$68,333.68	\$70,725.36
After 36 Months	\$70,990.48	\$73,475.15
After 48 Months	\$73,645.23	\$76,222.81
After 5 Years	\$73,894.30	\$76,480.60
After 10 Years	\$74,315.58	\$76,916.63
After 15 Years	\$74,737.88	\$77,353.71
After 20 Years	\$75,161.20	\$77,791.84
After 25 Years	\$75,587.60	\$78,233.17

\*\*\* The wages shown above include the \$200.00 cost-of-living bonus which has been rolled into the base rate

Safety

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT  
WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA),  
AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City of Brook Park and the Ohio Patrolmen's Benevolent Association (OPBA), has been presented to Council; and

WHEREAS, said contract shall be effective January 1, 2022 through December 31, 2023.

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

SECTION 1: The Mayor is hereby authorized to enter into a contract on behalf of the City with the Ohio Patrolmen's Benevolent Association, effective retroactively from January 1, 2022 through December 31, 2023, a copy of said contract is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein.

SECTION 2: The money needed for the aforesaid transaction shall be paid from General Fund No. 100; theretofore appropriated for said purpose.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, and for the further reason of providing a new contract with the OPBA and the city jailers; 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: \_\_\_\_\_

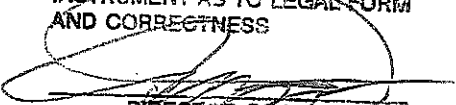
\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

\_\_\_\_\_  
DATE

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

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



This Agreement is made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as "OPBA" or "Association").

**ARTICLE I**  
**INTENT OF THE AGREEMENT**

**1.01** The Employer has recognized the OPBA as the representative of certain bargaining unit members of the Division of Police, both parties now desire to enter into a new Agreement to supersede all previous agreements, and to provide for the peaceful adjustment of any differences that may arise from time to time during the term of this Agreement without resort to strike, and to set forth clearly the terms and conditions of employment and responsibilities of each party and to promote harmony and efficiency to the end that the citizens of Brook Park, Ohio will enjoy uninterrupted police protection and service during the term of this Agreement.

**ARTICLE II**  
**RECOGNITION**

**2.01** The Employer hereby recognizes the OPBA as the exclusive representative for negotiating wages, hours and other terms and conditions of employment for all sworn full-time bargaining unit members of the Division of Police occupying the position of Jailer, excluding all other full-time and part-time bargaining unit members of the Employer.

**2.02** The Employer will furnish, upon request, the OPBA with a list of all bargaining unit members in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new bargaining unit members as hired.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

**3.01** Except as specifically limited by explicit provisions of the Agreement, the Employer reserves and retains, solely and exclusively, all rights, powers, and authority, including the right to determine and fulfill the mission of the Division of Police of the Department of Public Safety, determine staffing policy and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

(a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of

service, overall budget, utilization of technology and organizational structure;

- (b) To establish, modify and enforce reasonable policies, rules, regulations, and standards for bargaining unit member performance;
- (c) To determine the size, composition, structure, and adequacy of the work force;
- (d) To establish and determine job qualifications and duties and to establish, modify, consolidate, and abolish jobs or job classifications;
- (e) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, and for just cause demote, discipline, suspend and discharge bargaining unit members;
- (f) To lay off bargaining unit members in the event of lack of work or lack of funds or under conditions where the Employer determines that the continuation of such work is unnecessary;
- (g) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (h) To determine the location of facilities and to introduce new and/or improved equipment and methods;
- (i) To determine the financial policies and procedures of the Employer, including the exclusive right to allocate and expend all funds of the Employer;
- (j) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

#### ARTICLE IV DUES DEDUCTION

4.01 During the term of this Agreement, the Employer will collect initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those bargaining unit members who have individually and voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any bargaining unit members in the Division of Police for whom the Employer is currently deducting dues.

4.02 The initiation fees, dues or assessments so deducted will be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA will certify to the Employer the amounts due and owing from the bargaining unit members involved.

4.03 The Employer will deduct dues, initiation fees or assessments from the first pay in each calendar month. Bargaining unit member has no pay due on the pay date, such amounts deducted from the next or subsequent pay.

4.04 A check in the amount of the total dues withheld from these bargaining unit members authorizing a dues deduction will be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

4.05 The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA will indemnify the Employer for any such liabilities or damages that may arise.

## ARTICLE V ASSOCIATION REPRESENTATION

5.01 The parties recognize that it may be necessary for a bargaining unit member representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the employer and will cooperate to keep to a minimum time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief. The Employer will compensate a representative at the normal rate for the time spent in the good-faith processing of grievances, and at any meetings at which the Employer requests a representative to be present, but only for such time expended during normal working hours.

5.02 Members of the Negotiating Committee will be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours, without loss of pay.

5.03 Department representatives and Officers of the OPBA will be afforded eighty (80) hours of time off per year to attend Association meetings. There will be no carryover of hours from one calendar year to the next.

## ARTICLE VI NO STRIKE

**6.01 No Strike.** Neither the OPBA nor any member of the bargaining unit will directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this section will be grounds for discipline. The OPBA will not be held liable for the unauthorized activity of the bargaining unit members it represents or its members who are in breach of this section, provided that the OPBA meets all its obligations under this Article.

**6.02** The OPBA will, always, cooperate with the Employer in continuing operations in a normal manner and will actively discourage and attempt to prevent any violation of the "no- strike" clause.

**6.03** In the event of a violation of the "no-strike" clause, the OPBA will promptly notify all bargaining unit members in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA will advise the bargaining unit members to return to work immediately.

**6.04** The Employer will not lock out any bargaining unit members for the duration of this Agreement.

## **ARTICLE VII** **DISCIPLINE**

**7.01** Disciplinary action taken by the Employer will only be for just cause.

**7.02.** A non-probationary employee who is suspended, demoted, or discharged will be given written notice regarding the reason(s) for the disciplinary action. An employee who receives a reprimand by email or voice mail will receive a written notice via hard paper of such reprimand.

**7.03.** Prior to any suspension or discharge being effective, the non-probationary employee will be notified in writing of the reasons for the suspension or discharge and will be afforded an opportunity to respond in writing within five (5) calendar days after receipt of notice. Such response may, at the employee's election, contain statements of such witnesses and other persons as the employee may wish to present on their behalf. At the Employer's discretion, an employee may be suspended with pay prior to receipt of the employee's response.

## **ARTICLE VIII** **GRIEVANCE AND ARBITRATION PROCEDURE**

## 8.01 Definitions.

(a) A "grievance" is a dispute or difference between the Employer and the OPBA or the Employer and a bargaining unit member concerning: the interpretation or application of any provision of this Agreement.

(b) For this Article, "working days" means Monday through Friday. In the event the Employer or its representatives does not respond in accordance with the time limitations as set forth herein, the grievance will automatically move to the next step of the Grievance Procedure.

## 8.02 Grievance Procedure.

(a) Step 1. A bargaining unit member who has a grievance may take it up orally with the Lieutenant (or at the next rank level above where the discipline was meted out), either alone or with a representative of the OPBA, within one calendar week after the events occur which gave rise to the grievance. The Lieutenant will respond orally or in writing within two (2) working days after the grievance is presented. If there is no rank of Lieutenant, the grievance should be taken up orally with the Captain in accordance with Step 2.

(b) Step 2. If the grievance is not satisfactorily settled at Step 1, it will be taken up orally with the Captain within three (3) working days after receipt of the Step 1 answer. The Captain will respond orally or in writing within two (2) working days after the grievance is presented.

(c) Step 3. If the grievance is not satisfactorily settled at Step 2, it will be reduced to writing with details and remedy requested and submitted to the Police Chief on forms provided by the Employer within five (5) working days after receipt of the Step 2 answer. The Chief will meet with the bargaining unit member and with representatives of the OPBA within three (3) working days of the receipt of the grievance and will provide the OPBA with a written answer within two (2) working days after the meeting.

(d) Step 4. If the grievance is not satisfactorily settled at Step 3, the bargaining unit member may appeal in writing to the Director of Public Safety on forms provided by the Employer within five (5) working days after receipt of the Step 3 answer. The Director will meet with the bargaining unit member and with representatives of the OPBA within three (3) working days of the receipt of the grievance and will provide the OPBA with a written answer within two (2) working days after the meeting.

(e) Step 5. If the grievance is not satisfactorily settled at Step 4, the bargaining

unit member may appeal, in writing, to the Mayor on forms provided by the Employer within five (5) working days of the receipt of the Step 4 answer. The Mayor, or their designee, will respond in writing within five (5) working days of the receipt of the appeal.

(f) Step 6. If the grievance is not satisfactorily settled at Step 5, the OPBA may submit the grievance to arbitration by notice to the Employer within fifteen (15) working days of the Step 5 answer. The parties will promptly meet to mutually agree on an arbitrator to hear the matter. Absent an agreement the OPBA may request from the American Arbitration Association a panel of seven (7) potential arbitrators. The parties will obtain a quote list only of arbitrators from the American Arbitration Association. The parties will thereafter and using the alternate strike method, choose one (1) arbitrator. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

**8.03 Attendance at Arbitration.** A bargaining unit member or Employer official requested to appear at the arbitration hearing by either party will attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the arbitration proceeding. Any request made by either party for the attendance of witnesses will be made in good faith. At no time will the number of bargaining unit members in attendance exceed three (3) bargaining unit members at any one time.

**8.04 Policy Grievance.** A grievance which affects a substantial number of bargaining unit members may be initiated at Step 3 of the Grievance Procedure.

**8.05 Authority of Arbitrator.** The arbitrator will have no power or authority to add to or subtract from or modify in any way the provisions of this Agreement, or to make an award in conflict with law.

**8.06 Binding Arbitration.** The grievance procedure set forth herein is the exclusive method of resolving disputes and all decisions of arbitrators or settlements of grievances reached prior to arbitration will be final and binding on the Employer and the OPBA; provided that the withdrawal of any grievance at any stage will not be prejudicial to the positions of the parties as they relate to that grievance or any future grievance.

## **ARTICLE IX**

### **DUTY HOURS**

**9.01** The regular work week for bargaining unit members in the Division of Police will be forty (40) hours, eight hours per day.

**9.02** Overtime will be calculated for any hours worked more than eight hours on a scheduled shift.

**ARTICLE X**  
**PERMANENT SHIFTS**

**10.01** There will be permanent shifts for non-probationary bargaining unit members. Bargaining unit members will make an annual shift selection by seniority and submit the same to the Employer for review. Shift assignments will not be used as a form of discipline.

**10.02** The City will have the right to request that a bargaining unit member be removed from their selected shift for good cause. After such request, the parties will meet and negotiate before the City makes a final decision as to such removal. The Employer will make every effort not to switch a bargaining unit member's shift during the calendar year; provided, however, that if a shift discrepancy occurs during the year, the Employer will meet with the OPBA before it makes any final decision. Nevertheless, affected individuals will have the right to file a grievance regarding such shift change directly at Step 5 (Mayor's level) of the Grievance Procedure. No action on shift change will be taken until the Mayor or their designee provides a written response in accordance with Step 5 of the grievance procedure.

**10.03** Jailers will not be required to switch shifts to fill a staffing need unless a jailer's absence will be greater than fourteen (14) days. The Employer will seek volunteers to fill shift discrepancies, if there are no volunteers, the Employer agrees to make every effort to fill shift discrepancies by reverse seniority.

**ARTICLE XI**  
**OVERTIME**

**11.01** When a full-time bargaining unit member is required to work more than their regularly scheduled workday, overtime will be computed on a daily rather than weekly basis, such bargaining unit member will receive an overtime payment at the rate of one and one-half (1-1/2) times the bargaining unit member's regular rate of pay for each hour worked beyond the regularly scheduled tour of duty. Time spent for required and approved school, training, staff meetings and court appearances (outside of regular duty time) will be paid at time and one-half (1-1/2), provided, however, that the bargaining unit member will receive a minimum of three (3) hours' pay for each such appearance (whichever is greater). For purposes of court appearances, if any portion of the actual court appearance falls within the bargaining unit member's regular shift time, or if the



actual court time is scheduled within thirty (30) minutes of the regularly scheduled shift, the bargaining unit member will be entitled to additional compensation for only that amount of time spent outside of their regularly scheduled shift.

**11.02** Overtime will be computed by including all items such as longevity, cost-of-living, and extra training pay.

**11.03** Bargaining unit members will be eligible to receive either compensatory time or overtime at the rate of time and one-half as noted above. The bargaining unit member compensatory time system will be set-up as a two (2) bank system referred to as the (A) bank, and the (B) bank. Bargaining unit members may accumulate no more than one hundred twenty (120) hours of compensatory time in the (A) bank, and no more than two hundred forty (240) hours in the (B) bank. Bargaining unit members eligible for such time will have the right to receive overtime pay or compensatory pay to be paid at the regular rate of pay with no skill differential as they choose.

**11.04** Bargaining unit members will be able to accrue compensatory time in the (A) bank not to exceed one hundred twenty (120) hours at any time. This compensatory time bank will carry over year to year but will not exceed one hundred twenty (120) hours at any time. Bargaining unit members will be able to accrue a separate annual bank, the (B) bank, of up to two hundred forty (240) hours of compensatory time to either be utilized or paid in the calendar year as follows:

(a) Any approved compensatory time as time off will not be used to create or result in overtime payments to other jailers.

(b) Compensatory time not utilized and approved by the Employer prior to the payout periods set forth in this paragraph will be paid out and the account paid to a zero (0) balance twice per year, payable in July and December each year. Payouts under this provision will be made for compensatory time accumulated more than two (2) pay periods to the payout.

(c) Payouts of accumulated compensatory time will be non-pensionable as set forth in the OPERS statute and the Ohio Administrative Code Rules.

However, when a bargaining unit member accumulates one hundred twenty (120) hours, (A) bank, or two hundred forty (240) hours, (B) bank, of compensatory time, he/she must take overtime pay at the applicable rate of pay for that year.

All bargaining unit members will receive eight (8) hours of compensatory time during the first pay period of each year, which will be added to their compensatory time (A) or (B) bank. Bargaining unit members will inform the Captain which bank the compensatory time is to be placed into by January 15<sup>th</sup>. If such time creates the compensatory time (A) bank to exceed the one hundred twenty (120) hour limit, or the

compensatory time (B) bank to exceed the two hundred forty (240) hour limit, then this time must be used in such year causing the bank to drop back to the one hundred twenty (120) or two hundred forty (240) hour limit.

**11.05** Bargaining unit members who currently have more than one hundred twenty (120) hours of compensatory time in the (A) bank and two hundred forty (240) hours of compensatory time in the (B) bank will not be eligible to receive additional compensatory time and must receive overtime pay until their one of the compensatory time "banks" is reduced to below its respective hour limits.

**11.06** The use of compensatory time may not create an overtime situation elsewhere in the department.

## **ARTICLE XII**

### **LEAVES**

**12.01 Sick Leave.** Each bargaining unit member will be credited with sick leave at the rate of ten (10) hours for each completed month of service. Bargaining unit members may use sick leave, upon the approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other bargaining unit members, and to illness, injury, or death in the bargaining unit member's immediate family. Unused sick leave will be cumulative without limit. When sick leave is used, it will be deducted from the bargaining unit member's balance based on one hour for every hour of absence from previously scheduled work. A bargaining unit member using sick leave will furnish a satisfactory written signed statement justifying its use. If medical attention is required, a certificate stating the nature of the illness from a licensed physician will be required to justify the use of sick leave. Falsification of either a written, signed statement or physician's certificate will be grounds for disciplinary action, including dismissal. This section will be uniformly administered as to all bargaining unit members. No sick leave may be granted to a bargaining unit member upon or after their retirement or termination of employment.

#### **12.02 Conversion of Unused Sick Leave.**

(a) A bargaining unit member who retires will be entitled, as part of the bargaining unit member's final pay, to a lump sum payment of one-half (1/2) of all the bargaining unit member's accrued and unused sick leave not to exceed a maximum payout of 1200 hours (1/2 of 2400 hours equals 1200 hours maximum payout). The payment will be based upon the bargaining unit member's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. To be eligible, a bargaining unit member must have at least ten (10) years full-time employment with the Employer. "Retirement" means disability or service retirement under any state

retirement system.

(b) The above sick leave conversion payment will be paid after a member retires or paid to their estate upon their death.

**12.03 Funeral Leave.** A full-time bargaining unit member will be granted a leave of absence with pay, not to be charged against sick leave, in the event of the death of their spouse, mother, father, or legal guardian within the family environment, child, stepchild, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, or sister-in-law. The attendance of funerals for other family members as approved by the Chief of Police will be charged against sick leave. The bargaining unit member will be granted three (3) working hours leave. To be eligible, the bargaining unit member must notify the Employer in the manner it will establish and must attend the funeral. Failure to do so or misrepresentation of the facts relating to funeral leave will be grounds for disciplinary action, including discharge. Eighty (80) hours of leave will be granted to a member of the Department whose spouse, parent, or child dies. Bargaining unit members may utilize sick leave for more than three (3) days.

**12.04 Jury Duty Leave.** Any full-time member of the Division of Police who is called for jury duty and any full-time bargaining unit member who is called and serves on the jury in any court, either federal, county, or municipal, will be paid their regular salary less any compensation received from such court for jury duty as provided for in the Ohio Revised Code.

**12.05 Wage Continuation/Transitional Work Policy.** All bargaining unit members are subject to the Employer's Wage Continuation/Transitional Work Policy which is on file at the Human Resources Commissioner's Office.

**12.06 Leave of Absence Without Pay.**

The Chief of Police may grant a leave of absence without pay to bargaining unit members. The bargaining unit member must request in writing all leaves of absence without pay. The request will state the reason(s) for taking such leave of absence and the dates for which leave is requested. The leave may be granted for a maximum duration of six (6) months. This leave is in addition to any leave provided by the Family and Medical Leave Act or other provisions of this collective bargaining agreement. If it is determined that the leave is not actually being used for the purpose it was granted, the Chief of Police may cancel the leave and direct the bargaining unit member to return to work.

(a) A bargaining unit member who fails to return to service from a leave of absence without pay may be removed from service. A member who fails to return to duty and is subsequently removed from service is deemed to have a termination date

corresponding to the starting date of the leave of absence without pay.

(b) Upon completion of a leave of absence, the member is to be returned to their classification formally occupied. Time spent on authorized leaves of absence without pay will count toward seniority, layoff purposes and for computing the amount of vacation leave, provided the member is properly returned to service and is not serving a probationary period.

(c) Members that do not return to service from a personal leave of absence will not receive service credit for the time spent on such leave.

(d) This provision is not subject to the grievance procedure.

(e) Except for seniority, no other bargaining unit member benefits, including health care, are accrued under this provision.

**12.07 Leave Donation Program** Bargaining unit members may donate paid leave to a fellow bargaining unit member who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow bargaining unit members to voluntarily aid their co-bargaining unit members who are in critical need of leave due to a serious illness or injury of the bargaining unit member or a member of their immediate family. A bargaining unit member may not donate paid leave if it will result in the bargaining unit member having less than forty (40) hours of accrued leave. A bargaining unit member is not entitled to receive donated paid leave until he first exhausts all their accumulated leave time. Bargaining unit members may not actively solicit donations for paid leave.

**12.08 Sick Leave Bonus** Effective January 01, 2012, any bargaining unit member who does not utilize any paid sick leave for a period of three (3) consecutive months will be entitled to eight (8) hours of compensation. At the bargaining unit member's option, this compensation is to be ten (10) hours of straight time placed into the bargaining unit member's compensatory time (B) bank or paid in cash in the first pay period following each three-month period. The cash payment will be in a separate check and distinct from any other regular compensation. The consecutive month periods will be:

1. January, February, and March.
2. April, May, and June.
3. July, August, and September.
4. October, November, and December.

**12.09 Family and Medical Leave Act** Bargaining unit member may request and be granted time off without pay pursuant to the Family and Medical Leave Act of 1993 (FMLA). Such time off without pay will not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision will be computed when first approved. During

such leave, the bargaining unit members will continue to receive health insurance benefits with the same conditions as set forth in Article XVII. Bargaining unit members are subject to the Employer's FMLA policy.

**ARTICLE XIII**  
**VACATION**

**13.01** All full-time bargaining unit members will be granted the following vacation leave, with pay, for each year based on length of service with the Employer. Vacations will be taken from January 1 through December 31 and will be selected by bargaining unit members in December preceding the year the vacation is to be taken based upon seniority and classification.

<u>Years of Service</u>	<u>Length of Vacation</u>
After 1 year	80 hours
After 5 years	120 hours
After 10 years	160 hours
After 15 years	200 hours
After 20 years	240 hours

R

Compensation for vacation will be based upon forty (40) hours of pay at the bargaining unit member's regularly hourly rate for each week of vacation.

**13.02** Any break in service by a bargaining unit member will result in a forfeiture of all accumulated years of service. Break in service will mean retirement or resignation by a bargaining unit member or termination by the Employer, which is final.

**13.03 Accumulation.** Vacation will be taken in the calendar year following the calendar year in which it is earned, except that all bargaining unit members of the Division of Police may accumulate up to three times their annual vacation provided that in no event will such accumulation exceed ten (10) weeks (400 hours). Accrued vacation time in excess of accumulation permitted by the preceding paragraph, and carried over to the following calendar year, will be forfeited.

**13.04** Bargaining unit members may be permitted to take their earned vacation time (1-6 weeks), one day at a time if permission for such vacation has been secured from the Chief or their designee and further provided that such vacation does not cause overtime.

**13.05** Bargaining unit members may be permitted to take their earned vacation time (1-6 weeks), in hourly increments if permission for such time off has been secured from the Chief or their designee and further provided that such time off does not create overtime.

**13.06** Effective January 1, 2016, all bargaining unit members receiving six (6) weeks of paid vacation will have the option of receiving cash for one (1) vacation week per year. Payment for this week of vacation will be paid concurrent with the first pay day in December of each year. A bargaining unit member wishing to utilize this option must notify the Police Chief on or before November 1ST of each year.

#### **ARTICLE XIV** **HOLIDAYS**

**14.01** All full-time bargaining unit members who work the following holidays will be compensated at the overtime rate for all hours worked:

Independence Day

New Year's Day

President's Day

Martin Luther King Day

Memorial Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

In lieu of holidays, bargaining unit members will be credited with eighty (80) hours of time off and such time off will be taken according to departmental policy, except that should any holiday be taken prior to the actual date of the holiday, a bargaining unit member will be liable for repayment of the holiday pay to the Employer if the bargaining unit member ceases to be an bargaining unit member of the Employer by the date of the holiday.

**14.02** Any full-time bargaining unit member who works on one of the holidays enumerated in Section 1 will be compensated at the overtime rate defined in Article XII, Section 1, for the hours worked on the holiday. Any full-time bargaining unit member who is working overtime on one of the holidays enumerated in Section I will be compensated an additional one-half (1/2) of their normal rate.

**14.03** All full-time bargaining unit members will be entitled to twenty-four (24) personal hours. Time off will be taken according to departmental rules.

**14.04** **Holiday Time Cash-Out** All full-time bargaining unit members who are not on the department's sick leave abuse program will be entitled to exchange up to eighty (80) hours holiday leave each year for cash compensation. The bargaining unit member must inform the Employer of the number of holiday hours, if any, he wants to exchange for cash compensation by December 1st of each year. The payment for the exchanged holiday leave hours will be in the first pay period of December and will be in a separate check and distinct from any other regular compensation.

**14.05** **Mental Health/ Stress Day** Any bargaining unit member desiring to take time off which will interfere with shift staffing requirements may have another bargaining member work the shift for which the time off is requested. The bargaining unit member working these hours will be paid the normal overtime rate. Each bargaining unit member will be permitted to use this benefit three times per calendar year. This time off request must be made with at least a three (3) hour notice, to enable the shift supervisor to fill these overtime hours.

Time for this will be deducted from the bargaining unit member's sick time bank and will not be counted against the bargaining unit member regarding the Sick Time Bonus, (Section 13.08). If the bargaining unit member does not have at least twelve (12) hours in their sick time bank, Mental Health/ Stress Day will not be granted.

Only one bargaining member per shift will be permitted to use this Mental Health/ Stress Day at a time. Consideration will be granted to multiple requests depending on the time frame such request was made, and the ability to fill multiple openings.

Any bargaining unit member not utilizing this annual benefit will receive a check

for two hundred dollars (\$200.00) for each day not utilized in the preceding year. Such payment to be issued by January 31<sup>st</sup> and will be in a separate check and distinct from any other regular compensation.

ARTICLE XV COMPENSATION

15.01

	Retroactive	+0%
	To 1/1/2022	1/1/2023
Start	\$41,600 (\$20hr)	\$41,600 (\$20hr)
After 12 months	\$43,680 (\$21hr)	\$43,680 (\$21hr)
After 24 months	\$45,760 (\$22hr)	\$45,760 (\$22hr)
After 36 months	\$47,840 (\$23hr)	\$47,840 (\$23hr)
After 48 months	\$48,277 (\$23.21hr)	\$48, 277 (\$23.21hr)

In addition to the above salaries, all bargaining unit members will receive longevity in the following amounts at the time so specified. Longevity payments will be divided into the bargaining unit members bi-weekly pay and included in the calculation of overtime rates.

Length of Service	Amount
5 years	\$500
10 years	\$1000
15 years	\$1500
20 years	\$2000
25 years	\$2500

15.02 Shift Differential. Bargaining unit members assigned to the 1500hrs to 2300hrs and 2300hrs to 0700hrs shifts will receive a payment of \$0.75 per hour for shift differential.

15.03 Professional Pay In order to encourage continuing professional training and proficiency, all bargaining unit members who undertake training and are certified in the following fields:

CPR/AED Trained

Members will receive an annual professional wage supplement in the amount of \$500.00 annually provided. The payment for the Professional Pay will be in the first pay period of July and will be in a separate check and distinct from any other compensation.

15.04 Extra Training Pay.



(a) All full-time bargaining unit members who have completed forty-four (44) credit hours (based upon a college quarter system) or thirty (30) credit hours (based upon a college semester system) in Law Enforcement courses with a grade of "C" or better in each course will, receive two (2%) percent of the top Jailer salary in addition to their annual salary as an incentive for completing such Law Enforcement courses.

(b) All full-time bargaining unit members who have completed the course and who have received an Associate Degree in Law Enforcement will receive four (4%) percent of the top Jailer salary in addition to their annual salary as an incentive for obtaining such degree.

(c) All full-time bargaining unit members who obtain a degree above an Associate Degree in Law Enforcement, such as a bachelor or master's degree, and provided the courses taken to earn such degree are job related to police technology, will receive four (4%) percent of the top Jailer salary in addition to their annual salary as an incentive for obtaining such degree.

(d) The payment referred to in paragraphs (a), (b), and (c) of this Section are to be made at the time the required degree is received and during the first pay period of July of each subsequent year; however, if a bargaining unit member receives a two (2%) percent payment in July of any year for completing Law Enforcement courses and later in the same year qualifies for a four (4%) percent payment for receipt of a degree under paragraph (b) or (c), the Employer will pay the individual an additional two (2%) percent upon receipt of such degree.

(e) The maximum payment per year for any bargaining unit member under this Section will be four (4%) percent of the top Jailer salary in addition to a bargaining unit member's annual salary.

(f) All full-time bargaining unit members who desire to attend classes for extra training pay under this Section will attend classes on their own time and/or compensatory time previously earned. Such bargaining unit members will not be paid overtime for classes attended on their own time.

(g) If a bargaining unit member wishes to attend classes when scheduled for duty, using compensatory time, it will first be determined by the Chief of Police, with concurrence of the Safety Director, that sufficient manpower is available, but if the bargaining unit member has not accumulated compensatory time and still desires to attend classes during the scheduled working hours, the bargaining unit member must agree to reimburse the Employer for the time missed while attending classes.

(h) The agreement to reimburse the Employer must be in the form of a

notarized affidavit signed by the bargaining unit member. The reimbursement must take place within ten (10) months from the date the bargaining unit member first missed work to attend classes or prior to termination of employment with the City of Brook Park, whichever occurs earlier.

(i) No payment will be made under this Section until satisfactory evidence that the courses have been completed or the degree has been earned is submitted to the Audit Department through the Chief of Police, who will determine the validity of such evidence presented by the bargaining unit member. Said payment will be made by separate check.

**15.05** If there is sufficient staffing available, the Chief may permit a bargaining unit member to attend duty-related classes while on duty with no charge against their accumulated time record.

## **ARTICLE XVI** **INSURANCE**

### **16.01 Hospitalization Insurance.**

The Employer will provide and pay for 85% of the premium for the higher deductible plan and 90% of the premium for the lower deductible plan on behalf of each full-time bargaining unit member for single and family hospitalization, medical service coverage and prescription coverage under the current plan or a similar plan. All deductions will be made on a pretax basis.

Prescription coverage will be as follows under the current plan or a similar plan.

1. Tier 1 - \$10.00 deductible
2. Tier 2 - \$20.00 deductible
3. Tier 3 - \$35.00 deductible
4. Maintenance drugs - by mail order only; mandatory program.

The Employer will have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Association, provided that the benefits in such new policy are like the current policy.

**16.02 Dental Insurance.** The Employer will provide each member of the Division dental insurance coverage under the current plan or substantially similar plan and/or other delivery systems which includes a fifty (\$50.00) dollar deductible with eighty (80%) percent payment in all services to one thousand (1,000.00) dollars per year and sixty (60%) percent payment toward orthodontia care to a lifetime maximum of one thousand five hundred (\$1,500.00) dollars. The Employer will pay the equivalent of the

premium for bargaining unit member and family coverage and orthodontia coverage.

**16.03 Life Insurance.**

(a) The Employer will provide and pay the full premium for all full-time bargaining unit members for a convertible life insurance policy in the face value of twenty-five thousand (\$25,000.00) dollars.

(b) The Employer will provide and pay the full premium for a paid-up life insurance policy in the face amount of five thousand (\$5,000.00) dollars, for each bargaining unit member covered by this Agreement upon such bargaining unit member's retirement.

**16.04 Vision Care.** The Employer will provide a vision care program, under the current program or a similar program as follows:

<u>Coverage Exam</u>	<u>Age 18 and Under</u>	<u>Age 19 and Over</u>
Frames to \$60 Lenses	Every 12 months	Every 24 months
Contact Lenses to \$100	Every 12 months	Every 12 months
	Every 12 months	Every 12 months
	Every 12 months	Every 12 months

**16.05 Bargaining unit member Contributions** Bargaining unit members are subject to the premium contributions for hospitalization insurance, dental insurance, and vision insurance as set forth in attached Exhibit "A" and incorporated herein.

**ARTICLE XVII**  
**CLOTHING ALLOWANCE**

**17.01** Bargaining unit members will be provided an annual clothing allowance of one thousand (\$1000.00) dollars in January of each year.

**ARTICLE XVIII**  
**MISCELLANEOUS**

**18.01 Medical Examinations.** In any instance where the Employer sends a bargaining unit member for a medical examination, the Employer will pay the cost of the examination and will pay the bargaining unit member for the time expended taking such examination.

**18.02 Suits Against Bargaining unit members.** Except where a bargaining unit member is found by a Court to have acted in a willful, wanton, or malicious manner, the Employer will indemnify and hold harmless all bargaining unit members covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such bargaining unit member arising from or because of any action or inaction by such bargaining unit member in the scope of employment. The Employer will also provide legal counsel and pay all expenses for the defense of any claim or suit brought against any such bargaining unit member arising from or because of any action or inaction by such bargaining unit member actually or allegedly committed in the scope of employment.

**18.03 Disciplinary Notices.** For purposes of disciplinary action only, a disciplinary notice will remain in the bargaining unit member's personnel folder for only two (2) years, except for time off for suspension incidents.

**18.04 FTO Pay.** Any bargaining unit member who acts as a Field Training Officer will be compensated one (1) additional hour at time and one-half for each eight (8) hour tour of duty as a Field Training Officer in addition to time worked. If the bargaining unit member works less than an eight (8) hour shift in the capacity of Field Training Officer, additional compensation will be reduced on a pro-rata basis. Overtime pay can be converted to compensatory time upon bargaining unit member's request.

#### 18.05 Outsourcing or Consolidation of Jail Operations

In the event an employee is subject to job abolishment due to the outsourcing or consolidation of the City's jail operations with other jurisdictions/entities, a bargaining unit member will be entitled to severance pay in the amount of 347 hours of the employee's base rate of pay. In lieu of severance pay, the bargaining unit member may choose to apply for any open position in the City for which they are qualified.

This Article is not subject to the contractual grievance and arbitration procedure. The Union acknowledges and agrees that the Employer has no further obligations to negotiate the topic of the subcontracting or reallocation of bargaining unit work in the event of consolidation of the City's dispatch operations with another jurisdiction/entity during the life of this Agreement or as long as this Agreement remains in effect.

#### ARTICLE XIX

##### LAYOFF PROCEDURE

19.01 If a layoff of bargaining unit members becomes necessary, it will be made in order of seniority (most junior first) and recall will be in the inverse order of seniority. If a layoff of bargaining unit members should become necessary, the Employer will pay the bargaining unit members laid off the following: (1) regular overtime pay due; (2) compensatory time, if any, due; and (3) accrued but unused vacation time.

It is further understood that before any bargaining unit members may be laid off under this Article, all part-time work must first have been eliminated and that no civilian bargaining unit member will be hired to do any work currently performed by members of the bargaining unit if such hiring would cause the layoff of a member of the bargaining unit.

#### ARTICLE XX

##### NON-DISCRIMINATION

20.01 The Employer and the OPBA agree not to discriminate against any bargaining unit member(s) on the basis of race, religion, color, creed, national origin, age, sex, disability, or any other status protected by law.

20.02 The OPBA and City expressly agree that membership in the OPBA is at the option of the bargaining unit member and that it will not discriminate between members and nonmembers.

## ARTICLE XXI

### HEADINGS

**21.01** It is understood and agreed that the use of headings before articles is for convenience only and that no heading will be used in the interpretation of said article nor affect any interpretation of any such article.

## ARTICLE XXII

### "PICK-UP" PAYMENTS

**22.01** Within a reasonable period from the ratification of this contract, the Employer will initiate a pension "pick-up" plan. Specifically, the members' gross salary will be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the Employer will be treated in the same manner as contributions made by members prior to the commencement of the "pick-up" program and will, therefore, be included in "compensation" for the purposes of the Ohio Public Employees Retirement System benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this contract. The Employer's contribution to the Ohio Public Employees Retirement System will be calculated on the full salary of members before the "pick-up" is deducted from gross salary.

## ARTICLE XXIII

### HEALTH & SAFETY

**23.01** The Employer agrees to provide the following:

1. OC Spray
2. Restraint chair
3. Spit hoods
4. Gloves
5. Masks
6. Convex Shields
7. Initial and ongoing training on all equipment.

## ARTICLE XXIV

### LABOR MANAGEMENT COMMITTEE

**24.01** It is agreed by and between the City of Brook Park and OPBA that it is in the best interests of the parties to create a Labor Management Committee for the purpose of discussing areas of mutual concern.

**24.02** The Labor Management Committee will consist of the Mayor or their designated representative and the Brook Park Chief of Police and two representatives of the OPBA.

Said committee will meet at least once every three (3) months for the purpose of discussing or attempting to resolve any mutual work-related problems.

24.03 Any member of the Labor Management Committee may put a matter on the committee's agenda at least five (5) working days in advance of a scheduled meeting. Both the Employer and the OPBA will make every effort to implement the unanimous decisions of the committee.

24.04 This committee is not intended to resolve grievances but is intended to discuss matters of general concern.

24.05 Bargaining unit member members will have the right to attend such meetings without loss of pay.

#### ARTICLE XXV

#### SAVINGS CLAUSE

25.01 In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that position will be deemed severable from the rest of the Agreement and all such other parts of this Agreement will remain in full force and effect. In such event, the Employer and OPBA will, at the request of either party hereto, promptly enter negotiations relative to the provisions deemed invalid or unenforceable.

#### ARTICLE XXVI

#### SHIFT TRADE/ RESCHEDULING

26.01 Bargaining unit members may trade scheduled workdays or shifts with approval of the Captain. Approval for such shift trades or workday trades will not be unreasonably denied. Each scheduled workday or shift trade can only be done between pay periods.

26.02 During any given pay period, bargaining unit members may change scheduled days off with the approval of the Captain if such request does not create overtime.

26.03 Shift trades by bargaining unit members will be limited to thirty (30) days in a calendar year.

#### ARTICLE XXVIII

#### PROBATIONARY PERIOD

28.01 All newly hired bargaining unit members will be required to serve a probationary period of one (1) year. During said period, the Employer will have the right to discipline or discharge such bargaining unit members and any such action will not be appealable through the disciplinary, grievance or arbitration procedures herein contained. Bargaining unit members will have no security during such probationary period. However, upon completion of the probationary period, seniority will start from date of hire.

28.02 If a new bargaining unit member is discharged or quits while on probation, and is later rehired, he will be considered a new bargaining unit member.

ARTICLE XXVIII  
DURATION OF AGREEMENT

This Agreement is prospective only and represents the complete Agreement on the matters herein between the Employer and the OPBA. Except as otherwise noted herein this Agreement will become effective on ratification and will remain in full force and effect until December 31, 2023. If either party desires to make any changes in the Agreement for a period after December 31, 2023, notice of such a desire will be given prior to November 01, 2023. If such notice is given, this Agreement will remain in effect until the parties reach agreement on a new contract. If no notice seeking modification is given, then the Agreement will remain in effect for another year, although notice may be given in any subsequent year prior to November 01, and the procedure stipulated herein will take effect.

This Agreement will be subject to a "me too" agreement relating to any changes regarding increases, in wages or economic benefits in the Agreement between the Employer and the International Association of Fire Fighters, AFL-CIO, during the 2022-2024 collective bargaining agreement.



Safety  
O

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF  
UNDERSTANDING ("MOU") WITH THE PATROLMEN'S BENEVOLENT  
ASSOCIATION, AND DECLARING AN EMERGENCY

WHEREAS, a Memorandum of Understanding (hereinafter "MOU") between the City of Brook Park and the Patrolmen's Benevolent Association, has been presented to Council.

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

**SECTION 1:** The Mayor is hereby authorized to enter into a MOU on behalf of the City with the Patrolmen's Benevolent Association effective January 1, 2023 through December 31, 2023, a copy of said MOU is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein.

**SECTION 2:** The money needed for the aforesaid transaction shall be paid from the General Fund No. 100, theretofore appropriated for said purpose.

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

**SECTION 4:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, and for the further reason to enter into a MOU with the Patrolmen's Benevolent Association, 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

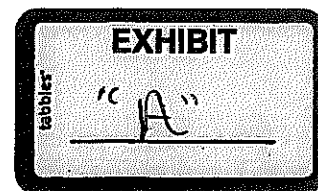
ATTEST: \_\_\_\_\_  
Clerk of Council

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DIRECTOR



## Memorandum of Understanding (MOU)

This Memorandum of Understanding is entered into between the City of Brook Park ("City" or "Employer") and the Ohio Patrolmen's Benevolent Association ("Union" or "OPBA") (collectively, "Parties") and memorializes the following acknowledgements, understandings, and agreements pursuant to the provisions in Article 14.1 (2023 wage re-opener) and Article 16.5 (2023 health care re-opener) of the Collective Bargaining Agreement between the City and the OPBA (effective January 1, 2021 through December 23, 2023):

### Wage Increase for The 2023 Calendar Year

The salaries of members in OPBA will increase by 3.5% for the 2023 year (see Exhibit A). The effective date of the 3.5% wage increase will be 1/1/2023.

### Healthcare Employee Premiums for the 2023 Plan Year

Both parties agree that Healthcare Premiums do not meet the 5% increase threshold necessary to trigger the Healthcare Reopener.

This Memorandum of Understanding is entered into this \_\_\_\_\_ day of December, 2022.

\_\_\_\_\_  
Edward A. Orcutt, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
OPBA

\_\_\_\_\_  
Date



**EXHIBIT A**  
**Updated Chart on Page 13 of CBA to Reflect 2023 Year**  
**(Sergeant & Lieutenant)**

Section 14.1 Effective January 1, 2023, the salary paid to Sergeants and Lieutenants shall be as follows:

SERGEANTS (+16% of Patrolmen Certificate of Proficiency rate)

After 24 Months	\$82,041.41
After 5 years	\$88,717.50
After 10 years	\$89,223.28
After 15 years	\$89,730.30
After 20 years	\$90,238.53
After 25 years	\$90,750.48

LIEUTENANTS (+14% of Sergeant rate)

After 24 Months	\$93,527.21
After 5 years	\$101,137.94
After 10 years	\$101,714.54
After 15 years	\$102,292.54
After 20 years	\$102,871.93
After 25 years	\$103,455.55

\*\*\* The wages shown above include the \$200.00 cost-of-living bonus which has been rolled into the base rate