

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, JANUARY 3, 2023
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

1. DEPARTMENT OF LIQUOR CONTROL –BROOKPARK LOUNGE LLC
14500 BROOKPARK RD. BROOK PARK, OH 44135 NEW 0975719 **POST
MARK DATE: 1/12/23** – PER COUNCIL PRESIDENT VECCHIO.
2. OVERNIGHT PARKING ON CITY STREETS. – Councilman Troyer. –
PER COUNCIL PRESIDENT VECCHIO.
3. AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO
PREPARE SPECIFICATIONS, AND TO ADVERTISE FOR BIDS, AND
FURTHER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH
THE LOWEST AND/OR BEST BIDDER FOR THE DISPOSAL OF SOLID
WASTE AND RECYCLABLES IN AN EPA APPROVED COMPOSITING
FACILITY, AND DECLARING AN EMERGENCY. Introduced
by Mayor Orcutt -PER COUNCIL PRESIDENT VECCHIO.
4. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING ("MOU") WITH THE
TEAMSTERS UNION LOCAL 436, AND DECLARING AN EMERGENCY.
Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT VECCHIO.
5. A RESOLUTION ACCEPTING A SEPARATION AGREEMENT AND
RELEASE AND WAIVER, AND DECLARING AN EMERGENCY.
Introduced by Mayor Orcutt -PER COUNCIL PRESIDENT VECCHIO.

IV. SERVICE COMMITTEE - CHAIRMAN, POINDEXTER:

1. AN ORDINANCE AUTHORIZING THE RECONSTRUCTION OF HOLLAND
ROAD FROM EASTLAND ROAD TO ENGLE ROAD IN THE CITY OF BROOK
PARK, AND DECLARING AN EMERGENCY. Introduced by Mayor
Orcutt -PER COUNCIL PRESIDENT VECCHIO.

V. ADJOURNMENT

Posted: 12/30/22

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6808 TUSSING ROAD, P.O. BOX 4008
REYNOLDSBURG, OHIO 43088-9008
(614)644-2380 FAX(614)644-3188

TO

0975719		NEW		BROOKPARK LOUNGE LLC 14500 BROOKPARK RD BROOKPARK OH 44135
PERMIT NUMBER		TYPE		
ISSUE DATE				
12 05 2022				
FILING DATE				
D5 D6				
PERMIT CLASSES				
18	110	C	D61415	
TAX DISTRICT		RECEIPT NO.		

FROM

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

MAILED 12/12/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN 01/12/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES _____

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

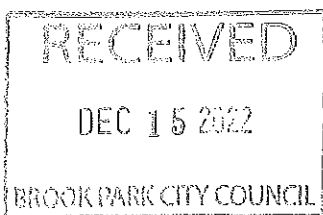
(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer



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

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE
TO PREPARE SPECIFICATIONS, AND TO ADVERTISE FOR BIDS,
AND FURTHER AUTHORIZING THE MAYOR TO ENTER INTO
A CONTRACT WITH THE LOWEST AND/OR BEST BIDDER
FOR THE DISPOSAL OF SOLID WASTE AND RECYCLABLES IN AN
EPA APPROVED COMPOSITING FACILITY,
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 Director of Public Service is hereby authorized and directed to prepare specifications, and to advertise for bids for the disposal of solid waste and recyclables in an EPA approved compositing facility.

SECTION 2: The Mayor is hereby authorized to enter into a contract with the lowest and/or best bidder for the disposal of said solid waste and recyclables.

SECTION 3: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purpose from the General Fund #100 and the Sanitation Fund #423.

SECTION 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING ("MOU") WITH THE TEAMSTERS UNION LOCAL 436,
AND DECLARING AN EMERGENCY

WHEREAS, a Memorandum of Understanding (hereinafter "MOU")
between the City of Brook Park and the Teamsters Union Local 436,
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 Teamsters Union Local 436, 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, City Income Tax Fund
No. 210 and Admissions Tax Fund No. 215; 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 Local 436, therefore, provided this Ordinance receives the
affirmative vote of at least five (5) members elected to Council,
it shall take effect and be in force immediately upon its passage
and approval by the Mayor; otherwise, from and after the earliest
period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW



Memorandum of Understanding (MOU)

This Memorandum of Understanding is entered into between the City of Brook Park ("City" or "Employer") and Teamsters Local 436 ("Union") (collectively, "Parties") and memorializes the following acknowledgements, understandings, and agreements pursuant to 2023 wage re-opener and 2023 healthcare re-opener of the Collective Bargaining Agreement between the City and the Union (effective January 1, 2023 through December 31, 2023):

Wage Increase for the 2023 Calendar Year

The salaries of members in Local 436 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 January, 2023.

Edward A. Orcutt, Mayor

Date

OPBA

Date



EXHIBIT A

Position	2023		
	Start	6 Months	1 Year
Administrative Assistant	\$64,295.27	\$66,974.23	\$69,764.83
Admin / Office of Aging	\$52,816.42	\$55,017.11	\$57,309.49
Secretaries	\$52,816.42	\$55,017.11	\$57,309.49
Finance Clerk	\$52,816.42	\$55,017.11	\$57,309.49
Financial Analyst	\$58,230.12	\$60,656.38	\$63,183.72
Office Specialist	\$46,107.36	\$48,028.49	\$50,029.69
Assistant Superintendents	\$32.21	\$33.55	\$34.94
Superintendents	\$72,501.26	\$75,522.14	\$78,668.89
Assistant Service Director	\$74,262.33	\$77,356.59	\$80,579.78
Assistant Building Commissioner	\$88,266.07	\$91,943.84	\$95,774.83
Inspector	\$71,773.47	\$74,764.04	\$77,879.22
Program Coordinators	\$69,815.95	\$72,724.96	\$75,755.15
Assistant Recreation Directors	\$69,815.95	\$72,724.96	\$75,755.15
Community Ctr. Supervisor	\$52,781.42	\$54,980.64	\$57,271.51
Deputy Tax Director	\$73,926.59	\$77,006.87	\$80,215.49
Assistant Deputy Finance Director	\$55,457.27	\$57,767.98	\$60,174.97
Information & Data Processing Specialist	\$49,987.03	\$52,069.83	\$54,239.41
Information & Data Processing Specialist / LEADS Certified Specialist	\$49,987.03	\$52,069.83	\$54,239.41

Legislative

CITY OF BROOK PARK, OHIO

RESOLUTION NO. _____

INTRODUCED BY: MAYOR ORCUTT

A RESOLUTION
ACCEPTING A SEPARATION AGREEMENT AND RELEASE AND WAIVER, AND
DECLARING AN EMERGENCY.

WHEREAS, the City Council and a city employee desire to enter into a Separation Agreement.

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

Section 1: During the Civil Service Commission appeals process, it was determined between the Ohio Patrolmen's Benevolent Association (OPBA), legal counsel and the City of Brook Park that a Separation Agreement has been reached with an employee.

SECTION 2: Council hereby accepts the Separation Agreement and the effective date shall be March 31, 2023.

SECTION 3: Mayor Orcutt is authorized to execute the separation agreement with a city employee upon the terms and conditions contained in the Separation Agreement and Release and Waiver attached hereto as Exhibit "A".

SECTION 4: 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 5: 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 to accept the separation agreement with a city employee; 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

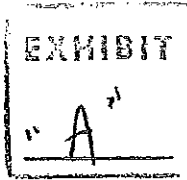
APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

**City of Brook Park, Ohio and Thomas Dickel
Separation Agreement & Waiver and Release
December 13, 2022**



SEPARATION AGREEMENT AND RELEASE AND WAIVER

This Separation Agreement and Release and Waiver (hereinafter "Agreement") is made and entered into by and between Thomas Dickel (hereinafter "Employee"), on behalf of himself, his heirs, executors, administrators, successors and assigns and The City of Brook Park, Ohio (hereinafter "Employer"). In consideration of the mutual promises and agreements set forth herein, and in full settlement, satisfaction, release and waiver of all matters, known and unknown, now and in the future relating to Employee's employment with Employer and separation. Therefore, the parties agree as follows:

1. Employee agrees to voluntarily resign his employment with Employer. Employee's voluntary resignation shall be irrevocable and shall be effective March 31, 2023.
2. Employee shall submit a letter of voluntary resignation for his personnel file. Employee's voluntary resignation shall also be denoted by his signature below. Further, by signing this Agreement the Employer accepts Employee's voluntary resignation.
3. Employee will return all Employer property in his possession or under his control within three (3) calendar days of signing this Agreement, including, but not limited to, his badge and any other uniforms or equipment in his possession. Employee will be provided any personal items that are in the possession of the Employer. Employee and Employer representatives will make arrangements for the return of property.
4. That in consideration of the mutual promises and agreements set forth herein, Employer agrees to convert accumulated unused vacation leave and other leave conversion as required by Employer's policies.
5. That in consideration of the mutual promises and agreements set forth herein, Employer agrees to pay Employee in the amount of \$4,490.00 which represents Employee's 2023 education payment.
6. That in consideration of the mutual promises and agreements set forth herein, Employee agrees to waive health care coverage for the months of January, February, and March 2023.
7. That in consideration of the mutual promises and agreements set forth herein, Employer agrees to give Employee the opportunity to purchase his service weapon for \$1.00 upon retirement.
8. By signing this Agreement, Employee acknowledges that he has, or will by terms of this Agreement have, received all wages, compensation, benefits, and reimbursements for expenses due and that nothing else of a financial nature is owed him.
9. By signing this Agreement, Employee acknowledges that he waives any right to appeal his separation by any means, including through the Civil Service Commission.

**City of Brook Park, Ohio and Thomas Dickel
Separation Agreement & Waiver and Release
December 13, 2022**

10. That in consideration of the mutual promises and agreements set forth herein, the Employer agrees to place in the Employee's personnel file a copy of the letter of voluntary resignation and an employment history letter. The Employment history letter shall indicate the dates of the Employee's employment with the Employer, the classification and rate of pay at the date of resignation, and that inquiries are to be directed to the Safety Director of the Employer, who shall convey the reason for Employee's separation as a voluntary resignation and the employee's classification held, dates of employment, and rates of pay. All materials regarding the review of the Employee's conduct will be maintained in a separate file in the office of the Safety Director. The parties understand that, as a public employer, the Employer must also comply with records requests under Ohio's Public Records Act.
11. That in consideration of the mutual promises and agreements set forth herein, the Employee agrees that he shall not seek or reapply for employment with Employer after the execution of this Agreement.
12. That in consideration for the promises and agreements set forth herein, Employer and Employee mutually agree to release and forever discharge each other, elected officer holders, department heads, appointees, employees, managers, legal counsel, representatives, and any agents from, and waives their right to bring now or in the future, any and all claims, damages, demands, liabilities, equities and causes of action both known and unknown, anticipated or unanticipated, legal and equitable, accruing or accrued prior to or at the time of execution of the Agreement related to Employee's employment or separation from employment with Employer. This release and waiver encompasses claims based in tort or contract, whether based in statute, regulation, constitution, common law or public policy, including, but not limited to, laws concerning civil rights, discrimination (e.g. violations of Title VII, the Americans with Disabilities Act, the Family Medical Leave Act, Age Discrimination Act, violations of Ohio Rev. Code Chapter 4112, etc.) violations regarding Workers Compensation Retaliation, violation of Ohio Public Policy, and to any claims that may be asserted against Employer, its elected office holders, department heads, appointees, employees, managers, legal counsel, representatives and/or any agents, in either their official or individual capacities. This Agreement does not apply to or include any pending Workers' Compensation claims of Employee. This Agreement does not apply to any rights of Employer or Employee to defenses or indemnification under R.C. Chapter 2744.
13. Employee understands that the release he is giving includes claims that he does not have knowledge of at this time. Employee also understands that by signing this Agreement, he gives up his right to sue or pursue any claim or lawsuit against the Employer, for anything that occurred prior to the date that he executes this Agreement. Nothing in this Agreement shall be construed to impair Employee's ability to bring a lawsuit to enforce this Agreement.
14. Employer and Employee agree that this Agreement contains and comprises the entire Agreement and understanding between the parties and that no other representation,

**City of Brook Park, Ohio and Thomas Dickel
Separation Agreement & Waiver and Release
December 13, 2022**

promise, covenant or agreement of any kind whatsoever has been made to cause either party to execute this Agreement and that all agreements and understanding between the parties are embodied and expressed herein. The parties agree that the terms of this Agreement shall not be amended or altered except in writing and signed by the parties.

15. If any provision or clause of this Agreement is held to be invalid or unenforceable, then such provision or clause shall be severed without affecting any other provision or clause of this Agreement and the balance of said Agreement shall remain in full force and effect. Provided, however, that if such provision or clause may be modified or reformed so as to be valid as a matter of law, then the provision or clause shall be deemed to be so modified or reformed so as to be enforceable to the maximum extent permitted by law. Otherwise, this Agreement may not be waived, changed, modified, extended or discharged except by agreement in writing signed by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought.
16. The Employer's or Employee's insistence on performance or adherence to any provision in this Agreement, or failure to assert its rights under this Agreement, shall not be construed as a waiver of any other of its rights under this Agreement.
17. The parties have read this document in full, have had the opportunity to consult with an attorney of their choice about its terms, and fully understand the terms and provisions of this Agreement and the consequences of signing this Agreement, and that each enter into the Agreement voluntarily.
18. Employer and Employee understand that the facts upon which this Agreement is based may hereafter prove to be other than the facts now known by or believed by either of them to be true. Each party expressly accepts and assumes the risk of the facts proving to be different, and each party agrees that the terms of this Agreement shall be effective and not subject to termination or rescission by reason of any such difference in facts.
19. This Agreement, its execution, and its implementation shall not in any respect be construed, and shall not be admissible in any proceeding, as evidence of (1) an admission by Employer of any unlawful practice under any federal, state or local statute, regulation, or order, or (2) any violation of any other law, regulation, or order, or the common law of the State of Ohio, or that of any other state.
20. This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio and any action to enforce this Agreement must be brought in either the state court in Cuyahoga County, Ohio or in federal court in Cleveland, Ohio.
21. **THOMAS DICKEL – PLEASE READ CAREFULLY BEFORE SIGNING:**

PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACT, 29 U.S.C. § 621 *ET SEQ.*, A WAIVER OF RIGHTS CANNOT APPLY TO AGE DISCRIMINATION CLAIMS ARISING IN THE FUTURE. BY MY SIGNATURE BELOW, I, THOMAS DICKEL, ACKNOWLEDGE THAT:

**City of Brook Park, Ohio and Thomas Dickel
Separation Agreement & Waiver and Release
December 13, 2022**

- I HAVE READ THE FOREGOING AGREEMENT AND RELEASE, AND FULLY UNDERSTAND IT.
- I WAS GIVEN UP TO TWENTY-ONE (21) DAYS WITHIN WHICH TO CONSIDER THIS AGREEMENT. IF I ELECT TO EXECUTE THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE TWENTY-ONE (21) DAY TIME PERIOD, I WARRANT THAT I HAVE DONE SO KNOWINGLY AND VOLUNTARILY.
- I HAVE BEEN ADVISED TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT.
- I HAVE THE RIGHT TO REVOKE THIS AGREEMENT, IN WRITING, FOR A PERIOD NOT TO EXCEED SEVEN (7) DAYS AFTER THE DATE ON WHICH IT IS SIGNED BY ME. I FURTHER ACKNOWLEDGE THAT IF I FAIL TO EXERCISE THIS RIGHT TO REVOKE, THIS AGREEMENT WILL BECOME A BINDING CONTRACT AS TO ITS TERM ON THE EIGHTH (8TH) DAY AFTER I SIGN THIS AGREEMENT. IF THIS AGREEMENT SHOULD BE REVOKED BY ME WITHIN THE TIME SET FORTH ABOVE, THIS AGREEMENT SHALL BE VOID AND EMPLOYER SHALL BE RELEASED FROM PERFORMANCE HEREUNDER.
- NO PAYMENTS SHALL BE MADE TO ME UNTIL THE SEVEN (7) DAY REVOCATION PERIOD HAS EXPIRED.
- ANY REVOCATION MUST BE MADE IN WRITING TO JONATHAN J. DOWNES, BROOK PARK'S COUNSEL (at jjd@zrlaw.com), AND MUST BE ACCOMPANIED BY MY ORIGINAL, SIGNED AGREEMENT.
- I NOW VOLUNTARILY SIGN THIS AGREEMENT AND RELEASE ON THE DATE INDICATED.

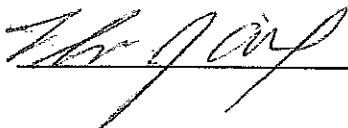
**DO NOT SIGN BELOW UNLESS YOU HAVE READ THIS ENTIRE
DOCUMENT AND YOU UNDERSTAND THIS ENTIRE DOCUMENT AND
AGREE TO BE BOUND BY IT.**

I have read this entire Agreement, and I understand it. I agree to be bound by these terms.

IN WITNESS WHEREOF, the parties hereto have caused this Separation Agreement and Release and Waiver to be duly executed as of the last date set forth below.

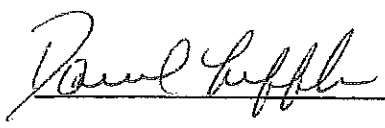
Employee

Employer representative

 12/15/22
Date

Date

Witness

 12/15/22
Date

170 12-20-22 Service
CA PRIOR 1-3-23
1st R _____
2nd R _____
3rd R _____
4th R _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

**AN ORDINANCE AUTHORIZING THE RECONSTRUCTION OF HOLLAND ROAD
FROM EASTLAND ROAD TO ENGLE ROAD IN THE CITY OF BROOK PARK, AND
DECLARING AN EMERGENCY**

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The Reconstruction of Holland Road from Eastland Road to Engle Road in the City of Brook Park (the "Project").

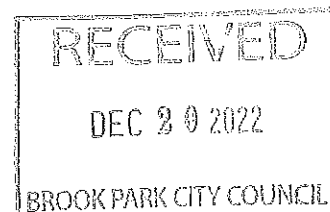
NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the Project.

B. COOPERATION

1. That the COUNTY and the MUNICIPALITY will cooperate in the Project.
2. That the MUNICIPALITY will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.
3. That the MUNICIPALITY will arrange for the supervision and administration of the construction contract.
4. That the COUNTY will review the construction plans, estimate, specifications and bid proposal for conformance with section B-2 of this Agreement. County approval of these documents are required prior to the advertisement of the construction contract. The COUNTY will make an inspection of the completed Project.
5. That the MUNICIPALITY shall agree to provide the COUNTY with a complete set of as-built plans upon the completion of the Project.



C. FUNDING

1. MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.
2. That the COUNTY shall contribute fifty percent (50%) of the actual cost of construction and construction engineering which is determined to be eligible by the Cuyahoga County Engineer's policies up to a maximum of \$250,000.00.
3. In the event MUNICIPALITY secures additional funding for the Project, County's financial contribution and the supplemental funding cannot exceed the total actual cost of the Project.
4. The anticipated construction cost for this project is \$576,500.00. To determine funding eligibility, the COUNTY shall be notified immediately of any significant changes to the scope of work and/or construction cost.

D. MAINTENANCE

That upon completion of said resurfacing, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the resurfacing in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

1. That upon completion of the Project, MUNICIPALITY will thereafter keep said highway open to traffic at all times; and
2. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
3. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
4. Stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
5. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the Project shall be made available therefore.
2. That the MUNICIPALITY will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

G. UTILITIES

1. That the MUNICIPALITY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility

Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the MUNICIPALITY includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. MUNICIPALITY agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to the COUNTY and its designated agents for purpose of audit and examination upon reasonable request.
5. By enacting this Ordinance, the MUNICIPALITY agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and

1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

I. AUTHORITY TO SIGN

1. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into agreements with the COUNTY necessary to complete the planning and construction of this improvement.
2. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the County of Cuyahoga, Ohio, for approval to use County Motor Vehicle License Tax Funds for the improvement.

This Ordinance is hereby declared to be an emergency measure by reason of the need for expediting highway improvement to promote highway safety, and provide it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed _____, 20____

Attest:

Clerk

Date

President of Council

Date

Mayor

Date

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


DIRECTOR OF LAW

CERTIFICATE OF COPY

State of Ohio)
County of Cuyahoga)
City of Brook Park)

I, _____, as Clerk of the City of Brook Park Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the _____ day of _____, 20____, that the publication of such Ordinance has been made certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. _____, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this _____ day of _____, 20____.

Clerk, City of Brook Park, Ohio

MUNICIPAL SEAL

AGREEMENT

Between the County of Cuyahoga, Ohio and the City of Brook Park for the Reconstruction of Holland Road from Eastland Road to Engle Road

This Agreement made and entered into this ____ day of _____, 20____, by and between the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof, on behalf of the Department of Public Works (the "COUNTY") and the City of Brook Park (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into this Agreement by Ordinance No. _____ adopted by Council of the City of Brook Park on the ____ day of _____, 20____.

WITNESSETH:

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The Reconstruction of Holland Road from Eastland Road to Engle Road in the City of Brook Park (the "Project").

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the Project.

B. COOPERATION

1. That the COUNTY and the MUNICIPALITY will cooperate in the Project.
2. That the MUNICIPALITY will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.
3. That the MUNICIPALITY will arrange for the supervision and administration of the construction contract.
4. That the COUNTY will review the construction plans, estimate, specifications and bid proposal for conformance with section B-2 of this Agreement. County approval of these

documents are required prior to the advertisement of the construction contract. The COUNTY will make an inspection of the completed Project.

5. That the MUNICIPALITY shall agree to provide the COUNTY with a complete set of as-built plans upon the completion of the Project.

C. FUNDING

1. MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.
2. That the COUNTY shall contribute fifty percent (50%) of the actual cost of construction and construction engineering which is determined to be eligible by the Cuyahoga County Engineer's policies up to a maximum of \$250,000.00.
3. In the event MUNICIPALITY secures additional funding for the Project, County's financial contribution and the supplemental funding cannot exceed the total actual cost of the Project.
4. The anticipated construction cost for this project is \$576,500.00. To determine funding eligibility, the COUNTY shall be notified immediately of any significant changes to the scope of work and/or construction cost.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the resurfacing in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

1. That upon completion of the Project, MUNICIPALITY will thereafter keep said highway open to traffic at all times; and
2. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
3. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
4. Stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
5. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the Project shall be made available therefore.
2. That the MUNICIPALITY will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

G. UTILITIES

1. That the MUNICIPALITY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate

Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the MUNICIPALITY includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. MUNICIPALITY agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to the COUNTY and its designated agents for purpose of audit and examination upon reasonable request.

5. By entering into this agreement, I agree on behalf of the City of Brook Park to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the day and year mentioned above.

City of Brook Park

Mayor

County of Cuyahoga, Ohio

Armond Budish, County Executive

ATTEST:

Clerk of Council

Agreement- Brook Park_Holland_50/50_2023-2024.docx

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

DIRECTOR OF LAW



Cuyahoga County
Together We Thrive

Department of Public Works

October 18, 2022

The Honorable Mayor Edward Orcutt
City of Brook Park
6161 Engle Road
Brook Park, Ohio 44142

RE: County Road 2023-2024 50/50 Funding Program – Holland Road from Eastland Road to Engle Road in the City of Brook Park
County ID No. 1361

Dear Mayor Orcutt:

County Council has approved the public convenience and welfare for the above referenced roadway resurfacing project. As per the enclosed agreement, the County shall contribute 50% to the cost of construction up to a maximum of \$250,000.00. The total estimated construction cost is \$576,500.00.

Enclosed herein please find:

1. One (1) copy of the Agreement of Cooperation between the County of Cuyahoga, Ohio, and the City of Brook Park; and
2. One (1) copy of the Ordinance of Consent; and
3. One (1) copy of the Motor Vehicle License Tax Application MPD 1-72.

Please properly execute and return all documents to this office for further processing. We request that you do not alter the enclosures. **Please note that all processed documents must contain original signatures (signed in ink—no photocopied signatures, please). The Ordinance should bear a municipal seal or certification stamp. Please fill out only Part E on the License Tax Application.**

Our Highway Design Department will be contacting the City in the coming weeks regarding the required design submittal documentation as mentioned in Section B-4 of the agreement.

If you have specific questions regarding the above, please contact June Gauss, Sr. Project Manager at (216) 348-3888 or by email at jgauss@cuyahogacounty.us.

Sincerely,

Nichole English, Chief Planning and Programming Administrator
Department of Public Works

Enclosures – as noted

cc:

CCDPW: M. Dever, T. Sotak, C. George, A. Stoll, Project No. 1361
City of Brook Park: Piatak, Beyer, Cingle