

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, DECEMBER 5, 2023
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

1. DEPARTMENT OF LIQUOR CONTROL- JJK TAVERN LLC DBA TAVERN 150
5771 SMITH RD, BROOK PARK, OH 44142, **C TRFO 4179374 POSTMARK
DATE: 12/11/23.-** PER COUNCIL PRESIDENT VECCHIO.
2. 2024 CAUCUS-COUNCIL MEETING SCHEDULE
3. AN ORDINANCE ENACTING CHAPTER 719 OF THE BROOK PARK CODIFIED
ORDINANCES ENTITLED 'ADULT USE CANNABIS OPERATIONS', AND
DECLARING AN EMERGENCY. Introduced by Councilmembers Troyer,
Poindexter, Roberts, Mencini, and Coyne.
4. AN ORDINANCE ENACTING CHAPTER 1127 OF THE BROOK PARK CODIFIED
ORDINANCES ENTITLED 'ADULT USE CANNABIS DISPENSARIES', AND
DECLARING AN EMERGENCY. Introduced by Councilmembers Troyer,
Poindexter, Roberts, Mencini, and Coyne.
5. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH THE BROOK PARK FIREFIGHTERS ASSOCIATION LOCATE 1141, AND
DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
6. AN ORDINANCE AMENDING ORDINANCE NO. 11346-2023, THE
APPROPRIATION ORDINANCE FOR THE CITY OF BROOK PARK, AND
DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
7. AN ORDINANCE TO PROVIDE FOR THE TEMPORARY APPROPRIATIONS OF
THE CITY OF BROOK PARK, STATE OF OHIO, FOR THE THREE
MONTHS ENDING ON MARCH 31, 2024, AND DECLARING AN
EMERGENCY. Introduced by Mayor Orcutt.

8. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SOUTHWEST GENERAL HEALTH CENTER FOR THE LEVY OF A TAX AND THE PAYMENT OF THE PROCEEDS THEREOF FOR THE MAINTENANCE AND SUPPORT AND AS COMPENSATION FOR THE USE OF SAID HEALTH CENTER, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

IV. ADJOURNMENT:

Posted 12/1/23

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

4179374		TRFO		JJK TAVERN LLC	
PERMIT NUMBER		TYPE		DBA TAVERN 150	
10	01	2021		5771 SMITH RD	
ISSUE DATE		BROOK PARK OH 44142			
11	03	2023			
FILING DATE					
D5 D6					
PERMIT CLASSES					
18	110	C	F30318		
TAX DISTRICT		RECEIPT NO.			

FROM 11/08/2023

0296220				ARTUROS II INC	
PERMIT NUMBER		TYPE		DBA WHISKERS PUB	
10	01	2021		5771 SMITH RD	
ISSUE DATE		BROOK PARK OHIO 44142			
11	03	2023			
FILING DATE					
D5 D6					
PERMIT CLASSES					
18	110				
TAX DISTRICT		RECEIPT NO.			



MAILED 11/08/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/11/2023

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 **C TRFO 4179374**

(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)

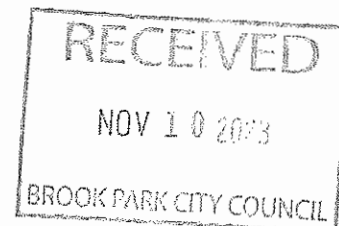
(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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



2024 CAUCUS-COUNCIL MEETING SCHEDULE

JANUARY

2 - Caucus Prior
2 - Council
9 - Caucus
16 - Caucus Prior
16 - Council

Holidays Observed

1/1/24 New Year's Day
1/15/24 Martin Luther King Day

SUMMER RECESS

Holidays Observed

7/4/24 Independence Day

FEBRUARY

6 - Caucus Prior
6 - Council
13 - Caucus
20 - Caucus Prior
20 - Council

2/19/24 President's Day

AUGUST

SUMMER RECESS

20 - Caucus Prior
20 - Council

MARCH

5 - Caucus Prior
5 - Council
12 - Caucus
19 - Caucus Prior
19 - Council

SEPTEMBER

3 - Caucus Prior
3 - Council
10 - Caucus
17 - Caucus Prior
17 - Council

9/2/23 Labor Day

9/10/24 Primary Election - Charter

APRIL

2 - Caucus Prior
2 - Council
9 - Caucus
16 - Caucus Prior
16 - Council

OCTOBER

1 - Caucus Prior
1 - Council
8 - Caucus
22 - Caucus Prior
22 - Council

MAY

7 - Caucus Prior
7 - Council
14 - Caucus
21 - Caucus Prior
21 - Council

5/27/24 Memorial Day

NOVEMBER

5 - Caucus Prior
5 - Council
12 - Caucus
19 - Caucus Prior
19 - Council

11/5/24 Election Day

11/11/24 Veteran's Day

11/28/24 Thanksgiving Day

11/29/24 Day after Thanksgiving

JUNE

4 - Caucus Prior
4 - Council
11 - Caucus
18 - Caucus Prior
18 - Council

DECEMBER

3 - Caucus Prior
3 - Council
10 - Caucus
17 - Caucus Prior
17 - Council

12/25/24 Christmas Day

Verbal Approval

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: COUNCILMEMBERS TROYER, POINDEXTER, REOBERTS, MENCINI, AND COYNE

AN ORDINANCE
ENACTING CHAPTER 719 OF THE BROOK PARK CODIFIED ORDINANCES
ENTITLED 'ADULT USE CANNABIS OPERATIONS', AND DECLARING AN EMERGENCY

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

SECTION 1: Chapter 719 of the Brook Park Codified Ordinances, entitled "Adult Use Cannabis Operations" is hereby enacted to read as follows:

CHAPTER 719
Adult Use Cannabis Operations

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

719.02 DEFINITIONS.

For purposes of this chapter;

- (a) "Adult Use Cannabis" shall have the same meaning as in R.C. 3719.01.
- (b) "Adult use consumer" means an individual who is at least twenty-one years old.
- (c) "School," "church," "public library," "public playground," and "public park" shall have the same meanings as in R.C. 3796.30.
- (d) "Disqualifying offense," "cultivator," "processor" and "dispensary" shall have the same meanings as in Ohio Admin. Code 3796:1-1-01 or subsequent similar regulations.
- (e) "Licensee" means, with respect to an adult use cannabis dispensary license issued under this chapter, a person in whose name a license to operate an adult use cannabis dispensary has

been issued, as well as the individual(s) designated on the license application as principally responsible for the operation of the adult use cannabis dispensary.

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

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

(h) "Transfer of ownership or control" of an adult use cannabis dispensary shall mean any of the following:

(1) The sale, lease, or sublease of the business;

(2) The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or similar means; or

(3) The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

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

719.03 APPLICABILITY.

Businesses subject to this chapter are adult use cannabis cultivators, processors and dispensaries.

719.04 PROHIBITION ON CERTAIN ADULT USE CANNABIS OPERATIONS.

No person shall operate an adult use cannabis cultivator or processor in

the City. Any person who violates this section shall be guilty of a misdemeanor of the first degree.

719.05 ADULT USE CANNABIS DISPENSARY LICENSE REQUIRED.

(a) No person shall operate an adult use cannabis dispensary without a valid adult use cannabis dispensary license issued by the City pursuant to this chapter.

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

719.06 ADULT USE CANNABIS DISPENSARY LICENSE APPLICATION.

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

(b) An application for an adult use cannabis dispensary license shall identify and be signed by the following persons:

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

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

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

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

dispensary.

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

(d) An application for an adult use cannabis dispensary license shall be completed according to the instructions of the application form, which shall require the following:

(1) If the applicant is:

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

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

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

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

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

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

(3) State whether any applicant, or any of the individuals identified in the application pursuant to subsection (b) hereof, has been convicted of a disqualifying offense, and if so, the specified offense and the date, place, and jurisdiction of each such conviction.

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

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

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

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

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

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

street parking and proposed use of armed security guards, video surveillance and door, building and parking lot security as appropriate. The applicant shall supply all additional information requested by the Chief necessary for the Chief to evaluate the security plan.

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

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

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

719.07 ISSUANCE OF ADULT USE CANNABIS DISPENSARY LICENSE.

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

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

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

(d) Within 90 days after receipt of a completed adult use cannabis dispensary license application, the Director shall approve or deny the issuance of a license. The Director shall approve the issuance of a license to an applicant unless he or she determines that one or more of the following findings is true:

- (1) An applicant who is a natural person is under 18 years of age.
 - (2) An applicant has failed to provide information reasonably necessary for issuance of the license as requested on the application form, or has falsely answered a question or request for information on the application form.
 - (3) No person identified in the application pursuant to Section 719.06(b) or Section 719.06(c) of this chapter has been denied a license to operate an adult use cannabis dispensary or has had a license to operate an adult use cannabis dispensary revoked within the preceding 12 months by any jurisdiction.
 - (4) No person identified in the application pursuant to Section 719.06(b) or Section 719.06(c) of this chapter has been convicted of a disqualifying offense.
 - (5) The proposed adult use cannabis dispensary would violate or fail to be in compliance with any provisions of the Brook Park Zoning Code, Property Maintenance Code or General Offenses Code, or state statute or regulation.
 - (6) The application and investigation fee or a prior license fee required by this chapter has not been paid in full.
 - (7) An applicant is in violation of or is not in compliance with any provision of this chapter, except as provided in subsection (e) (1) of this section.
- (e) If the Director determines that one or both of the following findings is true, the license issued pursuant to subsection (d) of this section shall contain a requirement that the licensee correct all deficiencies specified within 120 days of the date the license is issued:
- (1) The results of inspections of the premises by the Chief or the Commissioner indicate that the premises are not in compliance with applicable laws and regulations under their respective jurisdictions, including the provisions of this chapter related to characteristics of the physical premises. This subsection shall not apply to premises that are in violation of any law or regulation that is identified or referenced in subsections (d) (1) through (d) (7) hereof.
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(2) An applicant is overdue in payment to the City of taxes, fees, fines, or penalties assessed against or imposed upon him or her in relation to any business, which are not the subject of a pending appeal or other legal challenge.

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

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

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

719.08 FEES.

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

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

- (c) All fees will be collected by the Building Department.

719.09 INSPECTION.

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

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

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

719.10 EXPIRATION AND RENEWAL OF LICENSE.

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

(b) An application for renewal of an adult use cannabis dispensary license shall be submitted to the Director on a form provided by the Director. The renewal application may request and the applicant shall provide such information as reasonably necessary to enable the City to determine whether the applicant meets the qualifications established in this chapter. The completed renewal application shall describe any changes or additions to, or deletions from, the information provided in the applicant's initial license application pursuant to Section 719.06 of this chapter. The completed renewal application shall be accompanied by copies of any document or material submitted in connection with the initial license application that has been revised or requires revision to reflect any change in circumstances or conditions.

Sketches or diagrams and security plans submitted with an initial adult use cannabis dispensary license application may be

resubmitted with subsequent renewal applications, provided that the applicant certifies in writing that the sketch or diagram and security plan still depict the premises and plan accurately.

(c) The Director shall make determinations concerning the approval of license renewals based on the same criteria used to evaluate applications for new licenses under Section 719.07 of this chapter.

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

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

719.11 LICENSE SUSPENSION.

(a) The City shall suspend an adult use cannabis dispensary license for a period not to exceed 30 days if it determines that a licensee:

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

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

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

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

719.12 LICENSE REVOCATION.

(a) The City shall revoke an adult use cannabis dispensary license if a cause of suspension under Section 719.11 of this chapter occurs and the license has been suspended two times

within the preceding 12 months.

(b) The City shall revoke an adult use cannabis dispensary license if it determines that:

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

(2) The licensee(s) failed to comply with any requirement stated in the license, pursuant to Section 719.07(f) of this chapter, to correct specified deficiencies within 120 days;

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

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

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

(6) A licensee has been convicted of a specified criminal activity, as defined in Section 719.02 of this chapter, during the term of the license; or

(7) A licensee is delinquent in payment to the City, County, or State for any taxes or fees past due that were assessed or imposed in relation to any business.

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

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

719.13 APPEAL RIGHTS.

(a) Any denial, suspension, or revocation of a new or renewal

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

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

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

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

719.14 TRANSFER OF LICENSE.

An adult use cannabis dispensary license is not transferable from one licensee to another or from one location to another without the express written permission of the Director. Any purported transfer of an adult use cannabis dispensary license without the express written permission of the Director shall automatically and immediately revoke that license. Notwithstanding anything in this chapter to the contrary, a license transferee shall assume all responsibilities of the license transferor under this chapter and all applicable code.

719.15 REGULATIONS PERTAINING TO THE OPERATION OF ADULT USE CANNABIS DISPENSARIES.

(a) No person may operate or cause to be operated an adult use cannabis dispensary without complying with the following requirements:

(1) The adult use cannabis dispensary shall be operated in accordance with all applicable laws, rules and regulations

promulgated by the state.

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

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

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

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

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

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

(8) No adult use cannabis dispensary shall be operated in any manner that permits the observation from outside the premises of any image depicting or describing a marijuana leaf or the combustion of plant material, whether by means of display, decoration, sign, window or any other means.

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

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

(11) If, at any time, the licensee has a reasonable belief that an actual loss, theft or diversion of adult use cannabis or currency worth or amounting to more than \$100.00 has occurred,

the licensee shall immediately notify the Director, and in any event such notification shall be provided no later than 24 hours after discovery of the loss, theft or diversion.

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

719.16 LOITERING AND EXTERIOR LIGHTING AND MONITORING REQUIREMENTS.

(a) It shall be the duty of the operator of an adult use cannabis dispensary to:

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

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

(3) Monitor the activities of persons on such property by visually inspecting such property or inspecting such property by use of video cameras and monitors; and

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

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

719.17 INJUNCTION.

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

719.18 EFFECT OF PARTIAL INVALIDITY.

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

719.19 CHANGE IN INFORMATION.

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

719.99 PENALTY.

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

(b) Each day that an adult use cannabis dispensary operates in violation this chapter is a separate offense.

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

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to enact Chapter 719 of the Park Codified Ordinances; therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council. It shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: COUNCILMEMBERS TROYER, POINDEXTER, ROBERTS, MENCINI,
AND COYNE

AN ORDINANCE
ENACTING CHAPTER 1127 OF THE BROOK PARK CODIFIED ORDINANCES
ENTITLED 'ADULT USE CANNABIS DISPENSARIES', AND DECLARING AN
EMERGENCY

WHEREAS, on November 7, 2023, Ohio voters approved State Issue 2,
legalizing recreational marijuana in Ohio; and

WHEREAS, Chapter 3780, Adult Use Cannabis Control will become
effective on December 7, 2023; and

WHEREAS, R.C. Section 3780.25 authorizes the legislative body of
a municipal corporation to limit the number of cannabis operations
within its jurisdiction.

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

SECTION 1: Chapter 1127 of the Brook Park Codified
Ordinances, entitled "Adult Use Cannabis Dispensaries" is hereby
enacted to read as follows:

CHAPTER 1127
Adult Use Cannabis Dispensaries

1127.01 PURPOSE.

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

1127.02 DEFINITIONS.

For purposes of this chapter,

- (a) "Adult Use Cannabis" shall have the same meaning as in R.C. 3719.01
- (b) "School," "church," "public library," "public playground," "Public Park" and "recreation center" shall have the same meanings as is R.C. 3796.30.
- (c) "Dispensary" shall have the same meaning as in Ohio Admin. Code 3796:1-1-01 or subsequent similar regulations.
- (d) "Licensee" means a person in whose name a license to operate an Adult Use Cannabis dispensary has been issued under Chapter 719, as well as the individual(s) designated on the license application as principally responsible for the operation of the Adult Use Cannabis dispensary.
- (e) "Operate" means to control or hold primary responsibility for the operation of an Adult Use Cannabis dispensary, either as a business entity, as an individual, or as part of a group of individuals with shared responsibility. "Operate" or "cause to be operated" shall mean to cause to function or to put or keep in operation. Operator means any persons on the premises of an Adult Use Cannabis dispensary who is authorized to exercise overall operational control or hold primary responsibility for the operation of an Adult Use Cannabis dispensary or who causes to function or who puts or keeps in operation the business. A person may be found to be operation or causing to be operated an Adult Use Cannabis dispensary whether or not that person is an owner, part owner, or licensee of the business.
- (f) "Person" means an individual, proprietorship, partnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

1127.03 LOCATION OF ADULT USE CANNABIS DISPENSARIES.

(a) Adult Use Cannabis dispensaries may be located only in U-5A and in all of U-7 Districts and conditionally permitted use pursuant to Section 1121.34 and in accordance with the restrictions contained in this chapter.

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

(c) No Adult Use Cannabis dispensary may be established, operated or enlarged within one half mile of another Adult Use Cannabis dispensary.

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

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

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

(g) Applicants must meet any additional criteria and fulfill any additional requirements associated with

obtaining a conditional use permit in the City. The City shall review all qualifying applications at a reasonable pace and level of review equivalent to other land use projects requiring a conditional use permit.

1127.04 OFF-STREET PARKING.

Off-Street parking for an Adult Use Cannabis dispensary shall be provided, pursuant to the zone that they shall be located in and the Planning Commission, except that the Commission may require an off-street parking plan.

1127.05 SIGN REGULATIONS FOR ADULT USE CANNABIS DISPENSARIES.

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

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

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

(d) Window areas of an Adult Use Cannabis dispensary shall not be covered or made opaque in any way. A one-square-foot sign shall be placed on the door to state hours of operation. Additional signage to conform to the requirements Section 719.16 may be permitted.

1127.06 LICENSING.

Adult Use Cannabis dispensaries as described in Section 1126.02 herein shall be licensed and operated pursuant to Chapter 719.

1127.07 HEARING; RENEWAL; REVOCATION.

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

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

(c) The conditional use permit for an Adult Use Cannabis dispensary is non-transferable.

(d) Notwithstanding anything in this chapter or section to the contrary, any conditional use permit granted for an Adult Use Cannabis dispensary may be revoked by the Planning Commission after referral to the Planning Commission by the Director and after a public hearing on whether violations have occurred or the spirit and intent of the conditional use permit has not been met.

Notice of such hearing shall be sent to the licensee and to others pursuant to Section 1173.07(b) (2) of this Code as if a zoning change were requested.

1127.08 SEVERABILITY.

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

1127.99 PENALTY.

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

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

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to enact Chapter 1127 of the Park Codified Ordinances; therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council. It shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

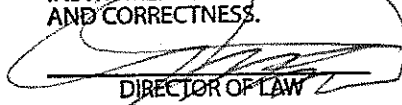
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE BROOK
PARK FIREFIGHTERS ASSOCIATION LOCAL 1141,
AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City of Brook Park and the Brook Park Firefighters Association Local 1141, has been presented to Council.

WHEREAS, said contract shall be effective January 1, 2024 through December 31, 2026.

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 Brook Park Firefighters Association Local 1141, effective January 1, 2024 through December 31, 2026, 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 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 that the previous contract expires on December 31, 2023, 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



AN

AGREEMENT

BETWEEN

THE CITY OF BROOK
PARK

AND

THE BROOK PARK FIREFIGHTERS
ASSOCIATION, LOCAL 1141 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO-CLC

Effective: January 1, 2024
Expires: December 31, 2026

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AGREEMENT

This Agreement is hereby made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and Brook Park Firefighters Association, Local 1141, International Association of Firefighters, AFL-CIO, CLC (hereinafter referred to as the "Association"). For the purpose of the contract, any item that refers to "working days" means Monday through Friday, excluding legal holidays.

ARTICLE 1 **INTENT OF THE AGREEMENT**

Section 1.1. The Employer has recognized the Association as the representative of employees of the Employer's Division of Fire, 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 fire protection and emergency medical service (EMS) during the term of this Agreement.

ARTICLE 2 **RECOGNITION**

Section 2.1. The Employer hereby recognizes the Association as exclusive representative for negotiating wages, hours of work and other terms and conditions of employment for all employees of the Employer's Division of Fire with the rank of Captain or below, excluding all other employees of the Employer.

Section 2.2. When Council establishes any new rank below that of Captain, the salary for such position shall be established through negotiations by the parties. If the parties are unable to agree upon the new rate within thirty (30) days after creation of the rank, Council will establish such salary. If the Association disagrees with the salary set by Council, the issue shall be subject to the grievance-arbitration procedure of Article 8 of this Agreement beginning with the Mayor's level.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 3.1. The City shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the right to hire, transfer, discipline and discharge, lay off and promote; to promulgate and enforce reasonable work rules; to reorganize, discontinue or enlarge any operation, to introduce new equipment, methods of performing work or facilities; to determine the size, duties and qualifications of the work force, and work schedules. However, all the rights of the City are subject to and limited by the terms of this Agreement.

ARTICLE 4
UNION MEMBERSHIP, MEETINGS AND DUES

Section 4.1. The Employer agrees to deduct from a specific payroll to be determined by the Employer, dues, fees and assessments, in an amount certified to be current by the secretary/treasurer of the Association, from the pay of those employees who individually authorize in writing that such deductions be made. The total amount of deductions shall be remitted within seven (7) days of the deduction by the Employer to the secretary/treasurer of the Association in the full amount deducted.

New Employees who do not become members within thirty-one (31) days following the beginning of their employment may voluntarily consent to pay a fair share fee as a voluntary contribution toward administration of the agreement. An employee is not required to pay fair share fees unless he voluntarily consents to do so and the Union shall provide the Employer with evidence that the employee voluntarily consents to pay fair share fees through payroll deduction. Voluntary fair share fees shall be deducted and remitted during the same period of dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

There shall be no discrimination, interference, restraint or coercion by the Employer or Union against any employee for his lawful activity on behalf of membership or lack of membership in the Association.

The Employer shall not interfere with or prevent a meeting of any of the members and their guests on Employer property for Association business if said meeting time and place shall be presented to and approved by the Chief, approval of which shall not be unreasonably withheld.

ARTICLE 5
ASSOCIATION REPRESENTATION

Section 5.1. The parties recognize that it may be necessary for an employee representative of the Association to leave a normal work assignment while acting in the capacity of representative. The Association recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer above the rank of Captain in charge of the shift. The Employer will compensate a representative at the normal rate for time spent in the good-faith processing of grievances through the Director of Public Safety in the grievance procedure, and at any meetings at which the Employer requests a representative to be present, but only for such time expended during normal working hours.

Section 5.2. The Employer agrees to credit the Association January 1st each year, one hundred and twenty (120) hours for Association business use. Such time shall be used at the time designation of the Association President and will be for, but not limited to, meetings, seminars or conferences. All time is subject to the approval of the Safety

Director or Fire Chief. This time can only be used in the calendar year it is given and at no time will exceed the one hundred and twenty (120) hours.

ARTICLE 6

NO STRIKE

Section 6.1. No Strike. Neither the Association nor any member of the bargaining unit shall 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 may be grounds for discipline. The Association shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the Association meets all of its obligations under this Article.

Section 6.2. Association Cooperation. The Association shall at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the Association shall promptly notify all employees 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 the Agreement, unlawful and not sanctioned or approved of by the Association. The Association shall advise the employees to return to work immediately.

Section 6.3. Lockout. The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 7

DISCIPLINE

Section 7.1. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the Association prior to leaving the premises.

Section 7.2. Disciplinary action taken by the Employer shall be for just cause.

Section 7.3. Any disciplinary action against a non-probationary employee shall be processed in accordance with the grievance/arbitration procedure noted in Article 8 of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURE

Section 8.1. Definitions.

(a) A "grievance" is a dispute or difference between the Employer and the Association or the Employer and an employee concerning the interpretation or application of any provision of this Agreement.

(b) For the purpose of this Article, "working days" means Monday through Friday, excluding legal holidays.

Section 8.2. Grievance Procedure.

Step 1. An employee who has a grievance shall reduce the grievance to writing with details and remedy requested and submit to the Fire Chief within seven (7) working days after the events occur which give rise to the grievance.

Step 2. The Chief will meet with the employee and with representatives of the Association within seven (7) working days of the receipt of the grievance and will provide the Association with a written answer within two (2) working days after the meeting.

Step 3. If the grievance is not satisfactorily settled at Step 2, the employee may appeal in writing to the Director of Public Safety or Human Resources Commissioner in his/her absence within seven (7) working days of the receipt of the Step 2 answer. The Director or Human Resources Commissioner will meet with the employee and with representatives of the Association within seven (7) working days of the receipt of the grievance and will provide the Association with a written answer within five (5) working days after the meeting.

Step 4. If the grievance is not satisfactorily settled at Step 3, the employee may appeal in writing to the Mayor within seven (7) working days of the receipt of the Step 3 answer. The Mayor, or his designee, shall respond in writing within ten (10) working days of the receipt of the appeal.

Step 5. If the grievance is not satisfactorily settled at Step 4, the Association may submit the grievance to arbitration by notice to the Employer within fifteen (15) working days of the Step 4 answer. The hearings will be conducted pursuant to the Rules of the American Arbitration Association. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

Section 8.3. Attendance at Arbitration. Any employee or Employer official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending an arbitration proceeding. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

Section 8.4. Authority of Arbitrator. The arbitrator shall 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.

Section 8.5. 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 shall be final and binding on the Employer and the Association; provided that the withdrawal of any grievances at any stage shall not be prejudicial to the positions of the parties as they relate to that grievance or any future grievance.

ARTICLE 9

DUTY HOURS

Section 9.1. The Fire Chief shall divide the uniform force into not less than three (3) platoons. Where the uniform force is so divided into three (3) platoons, the Fire Chief shall keep a platoon of the uniform force on duty twenty-four (24) consecutive hours, after which the platoon serving twenty-four (24) hours shall be allowed to remain off duty for at least twenty-four (24) consecutive hours, except in cases of extraordinary emergency. Each individual member of the platoon, in addition to receiving a minimum of twenty-four (24) hours off duty in each period of forty-eight (48) hours, shall receive an additional period of twenty-four (24) consecutive hours off duty, and such other additional time off duty so that in each period of twenty-one (21) days no individual member shall be on duty more than a total of one hundred forty-four (144) hours. The Chief shall arrange the schedule of working hours to comply with this Article. (Except for the fire prevention officer(s) who shall work a forty (40) hour work week).

ARTICLE 10

OVERTIME

Section 10.1. When a full time employee is required to work in excess of the employee's regularly scheduled work hours under Article 9 of this Agreement, such employee shall receive an overtime payment at the rate of one and one-half (1½) times the employee's regular rate of pay for each hour worked based on a forty-eight (48) hour workweek. Court time will be paid on an hour-for-hour basis, a minimum of three (3) hours pay for each such appearance, providing such time does not about the employee's regularly scheduled work day. Emergency callback overtime shall be paid at a forty (40) hour rate.

Section 10.2. Compensatory Time. Employees shall be eligible to receive either compensatory time or overtime at the rate of time and one-half (1 ½) as noted above.

The employee compensatory time system will be set-up as a two (2) bank system referred to as the (A) bank, and the (B) bank. Employees 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. Employees eligible for such time shall have the right to receive overtime pay or compensatory pay to be paid at the regular rate of pay with no shift differential as they choose.

Employees 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 shall not exceed one hundred twenty (120) hours at any time.

Employees 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 compensatory time as time off shall not be used to create or result in overtime payments to other employees or officers.

(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 by the second pay period in July and December each year. Payouts under this provision will be made for compensatory time accumulated more than two (2) pay periods prior to the payout.

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

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

All employees shall receive eight (8) hours of compensatory time during the first pay period of the year, which shall be added to their compensatory time (A) or (B) bank.

Employees shall be permitted to actually use an annual limit of one hundred and twenty (120) hours (A) bank hours and may carry over a maximum of one hundred and twenty (120) hours in (A) bank hours into the next calendar year. Usage of compensatory time must be in minimum increments of two (2) hours unless the usage is at the start or completion of a shift.

Section 10.3. Paramedics taking continuing education classes will receive overtime pay or that option compensatory pay for time spent in class.

Section 10.4. Overtime will be computed by including all items that are included in the FLSA.

Section 10.5. Upon separation or retirement of an employee, such employee shall be compensated for any unused compensatory time which has accrued to the benefit of that employee within thirty (30) days of that employee's separation or retirement.

Section 10.6. An employee called in for duty at a time not contiguous to the employee's scheduled shift shall be entitled to a minimum of three (3) hours overtime compensation.

ARTICLE 11

LEAVES

Section 11.1. Sick Leave. Each employee shall be credited with sick leave at the rate of six (6) hours per pay, not to exceed 156 hours per year. Employees 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 or contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is

used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled work. An employee using sick leave shall complete and submit the City of Brook Park application for sick/personal/IOD/FMLA/bereavement leave form. If an employee uses two (2) consecutive shifts of the above referenced leaves, the employee may be required to provide a certificate from a licensed physician stating the nature of the illness. A health certification from a licensed physician is required to accompany FMLA requests and as requested by the employer for injury on duty (IOD) leave. Backup documentation is also required for bereavement leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action and/or dismissal. This section shall be uniformly administered as to all employees. No sick leave may be granted to an employee upon or after his retirement or termination of employment.

Section 11.2. Conversion of Unused Sick Leave.

(a) An employee who retires shall be entitled, as part of the employee's final pay, to a lump sum payment of one-half (1/2) of all of the employee's accrued and unused sick leave not to exceed a maximum payout of 1440 hours (1/2 of 2880 hours equal 1440 hour maximum payout). The payment will be based upon the employee's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. To be eligible, an employee must have at least ten (10) years of full-time employment with the Employer. "Retirement" means disability or service retirement under any state retirement system.

(b) Any current employee hired before December 31, 1994 and who had a minimum of 1500 hours of sick leave in 2005 (Higgins and Fike) will be paid one-half (1/2) of all accumulated sick leave (with no maximum) at the rate of pay at the time of retirement or death. Such conversion shall take place as soon as possible after the effective date of retirement, but not later than thirty (30) days thereafter. Current employees who were hired after December 31, 1994 as of the effective date of this agreement are not eligible for the additional sick leave payment (i.e. are subject to the maximum payout of 1440 hours).

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

Section 11.3. Leave Donation Program. Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-employees who are in critical need of leave due to a serious illness or injury of the employee or a member of his or her immediate family. An employee may not donate paid sick leave if it will result in the employee having less than forty (40) hours of accrued leave. An employee is not entitled to receive donated paid leave until he first exhausts all of his accumulated leave time. Employees may not actively solicit donations for paid leave.

Section 11.4. Funeral Leave. A full-time employee shall be granted a leave of absence with pay, of twenty-four (24) working hours not to be charged against sick leave, in the event of the death of his/her brother, sister, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law or legal guardian within the family environment. The attendance of funerals for other family members as approved by the Chief of Fire shall be charged against sick leave. To be eligible, the employee must notify the Employer in the manner it will establish and

attend the funeral or equivalent event. Failure to do so or misrepresentation of the facts relating to funeral leave shall be grounds for disciplinary action, and/or discharge. A full-time employee shall be granted a leave of absence with pay, of ninety-six (96) hours of leave not to be charged against sick leave, in the event of the death of their spouse, parent or child/stepchild. An employee may request the use of sick leave for additional time to attend a funeral and the Employer will approve the use at its discretion.

Section 11.5. Jury Duty Leave. Any full-time member of the Division of Fire who is called for jury duty and any full-time employee who is called and actually serves on the jury in any court, either federal, county or municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty as provided for in the Ohio Revised Code. The employee who is serving jury duty shall be provided relief from all station or normal duties while on jury duty for the entire twenty-four (24) hour shift.

Section 11.6. Wage Continuation Leave. All employees are subject to the wage continuation provisions of the Employer's Wage Continuation/Transitional Work Policy which is on file at the Human Resources Commissioner's Office. Employees may at their discretion participate in transitional work as contained in that policy. If the employee chooses not to participate, they will be required to utilize their own time off ie: vacation, holiday time, compensatory time, or sick time. Participation requires the employee to work a modified forty-eight (48) hour week instead of the normal twenty-four (24) hour shift schedule. If the employee chooses to participate the employee shall have a meeting with the Human Resources Commissioner and the Fire Chief to determine the Wage Continuation/Transitional work leave schedule. The employee's modified work schedule shall not start until after two (2) regularly scheduled shifts. If the employee, per Doctor's orders, is able to work modified duty, they may be required to work ten (10) hour shifts on their first two (2) scheduled shifts.

Section 11.7. Sick Leave Bonus. Any employee who does not utilize any paid sick leave for a period of three (3) consecutive months shall be entitled to twelve (12) hours of compensation. At the employee's option, this compensation is to be twelve (12) hours of straight time placed into the employee's compensatory time bank or paid in cash in the first pay period following each three-month period. The cash payment shall be in a separate check and distinct from any other regular compensation. The consecutive month's periods shall be 1) January, February, March; 2) April, May, June; 3) July, August, September; and 4) October, November, and December. If the compensatory time option is chosen the time shall be awarded in the employee's bank of choice at the same time as those other employees that elected to receive the cash payment.

Section 11.8. Mental Health/Stress Days. Employees shall be afforded two (2) twenty-four (24) hour shifts referred to as a "Mental Health/Stress Days." Mental Health/Stress day leave (24 hours) shall be deducted from sick leave. Any employee desiring to take this time off which will interfere with shift manpower requirements must obtain approval by the Chief or his designee with at least a three (3) hour notice. An approved Stress Day shall not count against the employee in regards to the Sick Leave bonus contained in Article XI, Section 7. If the employee does not have twenty-four (24) hours of sick time, the Stress Day will not be granted. Only one bargaining unit 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 employee that does not utilize this annual benefit shall receive a check for three hundred dollars (\$300) for each day not utilized. Such payment shall be made in the second pay period of January, and such payment shall be separate and distinct from any other regular compensation.

ARTICLE 12 **VACATION**

Section 12.1. All full-time employees shall be granted the following vacation leave, with pay, for each year based on length of service with the Employer. Vacation shall be taken at a time mutually convenient to the Employer and the employee. During the vacation selection process, employees shall be permitted to "float" twelve (12) vacation days into the calendar year in which they shall be taken, subject to the terms of Section 4 of this Article. All vacation shall be picked first by rank and then proceed by seniority. Members shall be allowed to change their vacation day/days so long as there are no more than a total of three (3) employees off on vacation time, holiday time, personal time, compensatory time, or C-day.

<u>Years of Service</u>	<u>Length of Vacation</u>
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 15 years	5 weeks
After 20 years	6 weeks

Any member that is eligible to receive the sixth (6th) week of vacation will have the option of receiving a week's pay in lieu of either utilizing or banking the sixth (6th) week. This payment option shall be decided by October 15th and the payment will be made concurrent with the first pay period in November and shall be separate and distinct from any other compensation.

Section 12.2. Compensation for vacation shall be based upon forty-eight (48) hours of pay at the employee's regular hourly rate for each week of vacation.

Section 12.3. Any break in service by an employee will result in a forfeiture of all accumulated years of service. Break in service shall mean retirement or resignation by an employee or termination by the Employer which is final.

Section 12.4. Accumulation. Vacation shall be taken in the calendar year following the calendar year in which it is earned, except that all employees of the Division of Fire may accumulate up to three (3) times annual vacation, provided that in no event shall such accumulation exceed twelve (12) weeks. Accrued vacation time in excess of 12 weeks and carried over into the following calendar year shall be forfeited.

Accrued vacation hours shall be paid upon separation at the employee's current hourly rate at the time of retirement within thirty days of retirement. In the event of an employee's death, the payment shall be made to the estate of the employee. An employee may use their banked vacation time if they are following FMLA guidelines.

ARTICLE 13 **HOLIDAYS**

Section 13.1. All full-time employees shall receive the following Employer approved holidays:

New Year's Day	Juneteenth
Martin Luther King Day	Labor Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The line division employees shall receive holiday leave, with regular compensation, in the amount of one hundred forty-four (144) hours holiday leave, which shall be scheduled on the days chosen by the employee.

****Local 1141 agrees to waive the Article 25 Me-Too provision in 2024, 2025, and 2026 for up to a twelve (12) hours increase in holiday leave that is given or awarded to any other bargaining unit. If another bargaining unit would get an increase totaling more than twelve (12) hours the Me-Too clause remains in effect.**

Section 13.2. Holiday leave shall be scheduled off after all vacation leave has been apportioned and shall be selected according to seniority. Holiday leave shall be taken in not less than two (2) hour increments. No more than a total of three (3) employees shall be allowed off on vacation, holiday, compensatory time, personal time, or C Days at the same time.

Section 13.3. Any full-time employee who actually works on one of the holidays enumerated in Section 1 will be compensated at the overtime rate defined in Article 10, Section 1, for the hours actually worked on the holiday. Any full-time employee who is working overtime on one of the holidays enumerated in Section 1 will, be compensated an additional one-half (1/2) of their normal rate.

Section 13.4. All holiday leave not taken prior to December 31st of each year up to a maximum of one hundred forty-four (144) hours, shall be compensated in cash money in the second pay period in January, and such payment shall be separate and distinct from any other regular compensation.

Section 13.5. Upon separation or retirement of an employee, such employee shall receive, in cash money, compensation for any unused holiday leave which has accrued to the benefit of that employee.

Section 13.6. All full-time employees shall be entitled to twenty-four (24) personal hours. Personal hours shall be scheduled off after all vacation and holiday leave have been chosen and shall be selected according to seniority. Personal hours shall be taken in not less than two (2) hour increments. No more than a total of three (3) employees shall be allowed off on vacation, holiday, compensatory time, personal time or C Days.

ARTICLE 14 **COMPENSATION**

**Local 1141 agrees to waive the Article 25 Me-Too provision in 2024 and 2025 for awarded wage increases only. This waiver only applies to wage increases that are awarded to another City bargaining unit through fact finding or arbitration. Any higher wage increases that are given to another bargaining unit shall also be given to Local 1141. The parties also agree that the Me Too provision shall return to normal application, as written in Article 25, for 2026.

Section 14.1. The annual salary paid to Fire Fighters shall be as follows:

FF/EMT	2023	2024 +3.25%	2025 +3.25%	2026 +3%
After 15 years	\$76,167.65	\$78,643.10	\$81,199.00	\$83,634.97

FF/Paramedic	2023	2024 +3.25%	2025 +3.25%	2026 +3%
Start	\$57,486.69	\$63,218.60	\$65,273.20	\$67,231.40
After 12 Months	\$62,278.67	\$66,245.63	\$68,398.61	\$70,450.57
After 24 Months	\$68,266.25	\$69,266.25	\$71,517.40	\$73,662.92
After 36 Months	\$74,253.83	\$76,667.08	\$79,158.76	\$81,533.52
After 48 Months	\$80,713.49	\$83,336.68	\$86,045.12	\$88,626.47

Section 14.2. Fire Prevention Officer (FPO) The employer will maintain a thirteen (13%) percent differential above Firefighter/Paramedic or Firefighter/EMT, whichever is applicable. The pay schedule for the Fire Prevention Officer (FPO) shall be:

Fire Prevention Officer 13% Differential	2023	2024	2025	2026
FPO / EMT	\$86,069.85	\$88,866.70	\$91,754.87	\$94,507.52
FPO / Paramedic	\$91,206.61	\$94,170.45	\$97,230.99	\$100,147.91

Section 14.3. Lieutenant The Employer will maintain a sixteen (16%) percent differential above Firefighter/Paramedic or Firefighter/EMT, whichever is applicable. The pay schedule for Lieutenant shall be:

Lieutenant 16% Differential	2023	2024	2025	2026
Lieutenant / EMT	\$88,354.98	\$91,226.00	\$94,190.84	\$97,016.57
Lieutenant / Paramedic	\$93,627.53	\$96,670.55	\$99,812.34	\$102,806.71

Section 14.4. Captain The Employer will maintain a six (6%) percent for 2024, an eight (8%) percent for 2025, and there after a ten (10%) percent differential above Lieutenant/Paramedic or Lieutenant/EMT, whichever is applicable. The pay schedule for Captain shall be:

Captain Differential		2024 +6%	2025 +8%	2026 +10%
Captain / EMT		\$96,699.56	\$101,726.11	\$106,718.23
Captain / Paramedic		\$102,470.78	\$107,797.33	\$113,087.38

Section 14.5 Longevity. In addition to the above salaries, all employees shall receive longevity in the following amounts at the time period so specified, which shall be divided into the employees' bi-weekly pay and included in the calculation of overtime rates.

After 5 years	\$560.00
After 10 years	\$1,271.00
After 15 years	\$1,986.00
After 20 years	\$2,697.00
After 25 years	\$3,410.00

Section 14.6. Acting Captain/Officer in Charge. The Employer agrees to maintain one (1) officer, the rank of Lieutenant or Captain, in charge of the shift at all times. In the absence of a Captain, the Lieutenant who is actually present and serves as the shift officer in charge shall receive an additional three (3%) percent premium per shift to be added to their regular rate of pay. If a Captain from another shift is working, the Captain shall be the officer in charge if the normal assigned shift Captain is not present.

Section 14.7. Break in Service. Any break in service by an employee will result in a forfeiture of all accumulated longevity time. Break in service shall mean retirement or resignation by an employee or termination by the Employer which is final.

Section 14.8 Extra Training Pay

(a) All full-time employees who have completed the firefighter Level II and/or forty-four (44) college credit hours with a grade of "C" or better in each course shall receive two (2%) percent of his/her salary in addition to their annual salary as an incentive for completing such courses.

(b) All full-time employees who have received an associate, bachelor's, or master's degree shall receive four (4%) percent of his/her salary in addition to their annual salary as an incentive for completing such courses.

(c) The payment referred to in paragraphs (A) and (B) of this Section are to be made at the time the required degree is received and also during the first pay period of July of each subsequent year. Such payment shall be made separate and distinct from any other regular compensation to be received. If an employee receives a two (2%) percent payment in July of any year and later in the same year qualifies for a four (4%)

percent payment for receipt of a degree under paragraph (B), the employer shall pay the individual an additional two (2%) percent upon receipt of such degree.

(d) The maximum payment per year for any employee under this Section will be four (4%) percent of his or her annual salary.

(e) All full-time employees who desire to attend classes for extra training pay under this Section shall attend classes on their own time and/or compensatory time previously earned. Such employees shall not be awarded overtime for classes attended on their own time. If an employee wishes to attend classes when scheduled for duty, using compensatory time, it shall first be determined by the Fire Chief, with concurrence of the Safety Director, that sufficient manpower is available, but if the employee has not accumulated compensatory time and still desires to attend classes during the scheduled working hours, the employee must agree to reimburse the Employer for the time missed while attending classes.

The agreement to reimburse the City must be in the form of a notarized affidavit signed by the employee. The reimbursement must take place within ten (10) months from the date the employee first missed work to attend class, or prior to termination of employment with the City of Brook Park, whichever occurs earlier.

(f) 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 Fire Chief, who shall determine the validity of such evidence presented by the employee.

(g) Any employee shall be given the opportunity to discontinue his paramedic card based on seniority of paramedic certification. The paramedic with the most time served as a paramedic shall be given the first opportunity to be able to discontinue his paramedic card, provided that this procedure will not result in an excessive amount of overtime. Employees are required to maintain their paramedic card for a minimum of fifteen (15) years from their hire date. However, this process shall have no bearing on the status of EMT cards, which will be maintained in accordance with Departmental policy.

Section 14.9. Professional Pay. To encourage continuing professional training and proficiency, all employees who undertake training and are granted accreditation or certification in three (3) of the following fields:

ACLS	BLS	CPR
ITLS	PALS	
Fire Safety Inspector	HAZ-MAT Awareness	

shall be paid an annual professional wage supplement in the amount of \$2,800. Employees shall maintain accreditation in three (3) of the above fields, respectively, under professional guidelines and requirements established by the State of Ohio or the Fire Chief for the City of Brook Park. 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.

ARTICLE 15
INSURANCE

Section 15.1. Hospitalization Insurance. Eligible employees will have the opportunity to participate in Employer's generally promulgated hospitalization and health insurance plans on the same cost structure as the Employer's other bargaining units, subject to the terms of the applicable plan or plans, as amended from time to time.

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 employee for single and family hospitalization, medical service coverage and prescription coverage under the current plan or a substantially similar plan.

All deductions will be made on a pretax basis.

Prescription coverage shall be as follows under the current plan or a substantially 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 shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Union, provided that the benefits in such new policy are substantially similar to the current policy.

Section 15.2. 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 employee and family coverage and orthodontia coverage.

Section 15.3. Life Insurance.

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

(b) The City 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 employee covered by this Agreement upon such employee's retirement.

Section 15.4. Vision Care. The Employer shall provide a vision care program, under the current program or a substantially similar program as follows:

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

Section 15.5. Employee Premiums. Employees shall be subject to and pay the hospitalization, dental and vision premium payments as set forth in Appendix A.

Section 15.6. Healthcare Reopener. The Parties agree that insurance terms for 2024 have already been established resulting in a 5.8% total premium increase. The Parties agree to reopen Section 15.5 relating to employee contributions on October 1, 2024 and October 1, 2025 for a period of 60 days subject to the provisions of Ohio Revised Code Section 4117.14 but only if there is a 5% or greater increase in total premium costs projected for insurance plan year 2025 or 2026.

ARTICLE 16

CLOTHING ALLOWANCE

Section 16.1. Employees, except those in the fire prevention department, shall be provided a clothing allowance of one thousand, one hundred (\$1,100.00) dollars annually. Such payment shall be made in January of each year.

Section 16.2 Gear Replacement The employer agrees to continue to provide fire gear for all employees. Fire gear will be replaced in accordance with NFPA standards or if there are any manufacturer defects or it is compromised in any way, or damaged during firefighting operations.

ARTICLE 17

MISCELLANEOUS

Section 17.1. Medical Examination. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

Section 17.2. Telephones. During the term of this Agreement, the Employer shall not change the provisions of Ordinance Number 5134-1977, requiring police and fire employees to install a telephone in their residence. However, a cellular telephone may be used in lieu of an installed telephone line.

Section 17.3. Suits Against Employees. Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement for any liability arising from or

because of any claim or suit brought against such employee arising from or because of any action or inaction by such employee in the scope of employment. The Employer shall also provide legal counsel and pay all expenses for the defense of any claim or suit brought against any such employee arising from or because of any action or inaction by such employee actually or allegedly committed in the scope of employment.

Section 17.4. Officer/Paramedic on Duty. When needed, as determined by the Fire Chief, the Employer will call in Paramedic and officer replacements.

Section 17.5. Payroll Deductions. The Employer will allow payroll deduction to "Firefighter's Community Credit Union" and other appropriate accounts as designated by the Association, upon agreement by the Employer.

Section 17.6. Disciplinary Notice. A disciplinary notice may remain in an employees' personnel folder for two (2) years in those cases where the disciplinary action is not a suspension and four (4) years in those cases where the disciplinary action is a suspension, providing there is no intervening disciplinary action during such time period. Once removed from the file, the disciplinary action may not be used in subsequent disciplinary cases.

Section 17.7. Promotions. The Employer will provide the Union one (1) set of promotional materials, hard copy or digital copy if available, which will be made accessible at the main fire station for employees to review in preparation for **ALL** promotional examinations (Fire Prevention Officer, Lieutenant, Captain, Assistant Chief, and Chief). Promotional testing must be competitive, meaning at least two (2) people must sign-up to take the promotional exam. To be eligible for promotional testing each candidate is required to have passed the probationary period in their current rank (one (1) year probation plus twenty-four (24) months in grade for FF/EMT and FF/Paramedic or one (1) year probation for all other promoted ranks). In the event that only one eligible person signs-up for the promotional test, members that are still in their probationary period in the eligible rank shall be allowed to sign-up. If there are still not two people signed-up, then members in the next lower rank shall be eligible to sign-up following the above stated criteria (time in grade, then probationary in grade) until the competitive rule is met. In the event two persons are unwilling to compete for such examination, then the one person who is willing to compete shall be appointed to fill the vacancy after passing a qualifying examination. Whenever a vacancy occurs in a promoted rank the Civil Service Commission shall conduct a competitive examination within sixty (60) days, which includes the study materials posted thirty (30) days prior to the exam, and shall promote within ninety (90) days. When an eligible list exists, the person highest on the list shall be promoted within ten (10) days.

Seniority credit -- Applicants taking competitive examinations who receive a passing grade of seventy percent (70%), shall receive credit for seniority as follows: One (1) point of the total grade attainable in such examinations for each of the first four (4) years of service, and six-tenths (.6) of a point for each of the next ten (10) years of service.

Promotional eligibility is as follows:

Rank Eligible	Promoted Position
FF/EMT and FF/Paramedic	FPO and Lieutenant
Lieutenant and Fire Prevention Officer	Captain
Captain	Assistant Chief
Captain and Assistant Chief	Chief

The promotion to the rank of Fire Prevention Officer ("FPO") shall be determined by written examination only, with the highest scoring candidate being promoted to FPO. Any employee that has achieved the promoted rank of FPO shall be eligible to sign up and take the promotional examinations for Lieutenant and Captain.

All applicants who successfully pass the written promotional examination for the rank of Lieutenant shall be required to have an assessment center evaluation. A passing score on the written examination is a minimum of seventy percent (70%). The assessment center evaluation shall be conducted by Clancy and Associates, the Ohio Fire Chiefs' Association, Ryan Ramsey, or another qualified testing/evaluation agency agreed upon by the City and the Union. The testing service/center shall be responsible for scoring, an appeal process, and providing detailed feedback of results from the assessment center evaluation to the candidates. The Civil Service Commission will certify the list as presented to the Commission by the testing service/center without modification. The purpose of the assessment center testing is solely to determine the applicant's ability to make supervisory and command decisions. Such assessment will be scheduled with the testing company within twenty (20) working days (as defined under the Grievance and Arbitration Procedure) and shall be administered within forty-five (45) working days after applicants are issued notice of their written examination results (either by the mailed notified postmark date or electronic notification via City email).

The assessment center evaluation shall only be conducted for the promotion to the rank of Lieutenant.

The total score utilized for the purpose of determining promotions will include the raw test score of each individual plus points based upon seniority. The Assessment Center evaluation shall be scored as pass/fail and will have no impact on the total score. A minimum of seventy percent (70%) is needed to be considered passing. In the event of a fail on the assessment center evaluation after the appeals process has been completed, the candidate shall not be placed on the eligible promotional list.

No promotional list shall be certified by the Civil Service Commission until all parts of the promotional examination process are completed (including the written examination and assessment center evaluation if necessary) and the candidates have been notified personally. Once the Civil Service Commission has determined the final list with all passing candidates rankings, such list shall be posted at Fire Station 1.

During the one (1) year promotional probationary period, the employee shall be allowed to request a voluntary demotion for reasonable or good cause. The Employer shall not unreasonably deny such request.

Section 17.8. Selection of C Days. Selection of C Days shall proceed by seniority alone without regard to rank. Employees may be permitted to exchange C-Days within a work cycle. C-day switches shall not occur until the vacation, holiday and personal time schedule has been passed to each member. No more than a total of three (3) employees shall be allowed off on vacation, holiday, personal time, compensatory time or C Days at the same time. The exchange of a C-day cannot create additional overtime at the time of the switch.

Section 17.9. Health and Safety Committee. There shall be a Health and Safety Committee consisting of four (4) members, two (2) of which will be appointed by the Union and two (2) of which will be appointed by the Employer. The Health and Safety Committee will meet quarterly, or more or less often by mutual consent, and such meeting shall be scheduled at a time mutually convenient to both parties. The purpose of these meetings will be to discuss problems and objectives of mutual concern regarding health and safety conditions within the Fire Department but shall not serve as a forum for grievance presentation.

Section 17.10. New Hire Probationary Period. The new hire probationary period shall be one (1) year.

Section 17.11. Severance Benefits. An employee who retires has the option to receive sick leave conversion payments, holiday leave pay and accrued unused leave within thirty (30) days upon retirement or in installments over the following three (3) calendar years.

Section 17.12. Direct Deposit. All compensation, stipends, and/or allowances in this Agreement shall be paid through employee direct deposit. Employees shall notify the Finance Department of the financial institution where such direct deposits shall be made.

Section 17.13 Working Days For the purpose of all articles contained in this agreement, working days shall be defined as Monday through Friday excluding legal Holidays.

ARTICLE 18 **LABOR MANAGEMENT COMMITTEE**

Section 18.1. It is agreed by and between the Employer and the Association 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.

Section 18.2. The Labor Management Committee shall consist of the Mayor or his designated representative and the Brook Park Chief of Fire and two (2) representatives of the Association. Said committee shall meet at least once every three (3) months for the purpose of discussing or attempting to resolve any mutual work-related problems.

Section 18.3. 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 Association shall make every effort to implement the unanimous decisions of the committee.

Section 18.4. This committee is not intended to resolve grievances but is intended to discuss matters of general concern.

Section 18.5. Employee members shall have the right to attend such meetings without loss of pay.

ARTICLE 19 **PENSION "PICK UP" PAYMENTS**

Section 19.1. There shall be a pension "pick up" plan in which the members' gross salary shall be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the Employer shall 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 Police and Fire Disability and Pension Fund benefit calculations, and for the purposes of the parties in rising salaries and compensation of members as set forth in this Contract. The Employer's contribution to the Police and Fire Disability Pension Fund will be calculated on the full salary of members before the "pick up" is deducted from gross salary.

ARTICLE 20 **SHIFT EXCHANGE**

Section 20.1. Non-probationary employees shall have the right to exchange shifts, when the change does not interfere with the operation of the Fire Department. Exchanges may be for the entire twenty-four (24) hour shift or any part thereof, in minimum increments of two (2) hours, unless the exchange is at the start or completion of a shift. Probationary employees may trade time at the discretion of the Chief.

Section 20.2. Shift exchange shall not leave the Employer with less than three (3) paramedics and/or one (1) shift officer scheduled for that day.

Section 20.3. Shift exchange shall not result in any overtime compensation for any employee.

Section 20.4. Hours traded are defined as the number of hours that a firefighter is away from their own shift.

Section 20.5. Exceptions to these mandates can be granted at the discretion of the Chief of Fire depending on extenuating circumstances.

ARTICLE 21
FIRE PREVENTION BUREAU

Section 21.1. The Bureau shall be under the supervision of the Chief of Fire. Any employee within the Bureau will be referred to as a Fire Prevention Officer (FPO).

Section 21.2. Employees in the Bureau of Fire Prevention shall work forty (40) hours per week. The normal forty (40) hour workweek shall be comprised into four (4) ten (10) hour workdays per week. The non-working fifth day of the normal Monday through Friday workweek shall be determined by the Chief of Fire for each employee. The workday hours shall be scheduled by the Chief of Fire.

Section 21.3. Employees in the Bureau of Fire Prevention shall be entitled to ten (10) hours of paid holidays for each of the holidays provided by this Agreement. Additionally, employees assigned to the Bureau shall receive three (3) personal days off of ten (10) hour shifts which must be scheduled within the calendar year.

Employees may voluntarily work on Martin Luther King Day, President's Day and/or Veteran's Day holidays and exchange those holidays for other days off during the year mutually convenient and agreeable to the employee and the Fire Chief. In the event the employee elects to voluntarily work on any of the three (3) holidays contained in this Agreement, the parties agree such day shall consist of ten (10) hours for such staff employees. Moreover, the parties explicitly agree that the provisions for overtime pay for employees who work, on a holiday shall not be applicable to any Fire Prevention Bureau employee who voluntarily elects to switch the holiday and such three (3) holidays worked in this Agreement would be at the Fire Prevention Bureau employee's straight time rate of pay.

Section 21.4. Employees in the Bureau of Fire Prevention shall be credited with sick leave 4.62 hours each pay not to exceed 120 hours.

Section 21.5. All earned overtime by the employee beyond the normal forty (40) hour work week shall be governed by the overtime provision of the Agreement.

Section 21.6. Employees in the Bureau of Fire Prevention shall be provided with a clothing allowance of one thousand two hundred (\$1,200.00) dollars payable in January of each year.

Section 21.7. Employees in the Bureau of Fire Prevention shall be governed by all other provisions of the Agreement other than those specified within this Article.

Section 21.8. Employees shall be allowed to schedule their vacations/personal days in not less than two (2) hour segments.

Section 21.9. The Fire Prevention Officer who maintains paramedic certification shall be granted one thousand five hundred (\$1,500.00) dollars annually, divided into the bi-weekly pay.

Section 21.10. Funeral Leave. A full-time employee shall be granted a leave of absence with pay, not to be charged against sick leave, in the event of the death of his/her spouse, mother, father, children, stepchildren, brother, sister, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law or legal guardian within the family environment. The attendance of funerals for other family members as approved by the Chief of Fire shall be charged against sick leave. The employee will be granted three (3) working tours leave. To be eligible, the employee must notify the Employer in the manner it will establish and attend the funeral or equivalent event. Failure to do so or misrepresentation of the facts relating to funeral leave shall be grounds for disciplinary action, and/or discharge. Eighty (80) hours of leave shall be granted to a member of the Department whose spouse, parent or child dies. An employee may request the use of sick leave for additional time to attend a funeral and the Employer will approve the use at its discretion.

ARTICLE 22

SAVINGS CLAUSE

Section 22.1. In the event any one (1) or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court of governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and Association will, at the request of either party hereto, promptly enter into negotiations relative to the particular provision deemed invalid or unenforceable.

ARTICLE 23

MINIMUM MANNING

Section 23.1. As long as the City continues to operate the current number of fire stations, the Employer shall maintain a schedule of not less than seven (7) firefighters to be on duty and to be assigned firefighter/paramedic duties.

ARTICLE 24

DURATION OF AGREEMENT

Section 24.1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Association and except as otherwise noted herein shall become effective on January 1, 2024, and shall remain in full force and effect until December 31, 2026, unless mutually agreed otherwise by the Employer and Union. If either the Employer or the Association desire to modify or negotiate a successor Agreement, it shall serve a written Notice to Negotiate as mandated by O.R.C. 4117.14(B)(1)(a) and O.A.C. 4117-9-02(A) upon the other party and file a copy with SERB on or before November 1st of the final year of this Agreement. If no Notice to Negotiate is served on the other party before this date by either the Employer or the Association, this Agreement shall remain in full force and effect for the entire year subsequent to the expiration date of this Agreement.

ARTICLE 25
ME TOO

Section 25.1. Effective for the duration of this Agreement any wage or benefit that is given or awarded to any other safety force shall be offered to the Union.

ARTICLE 26
EXECUTION

Section 26.1. This Agreement is hereby executed this ____ day of _____, 2023.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

Matthew Wright, President

Edward Orcutt, Mayor

Kevin Kulesa, Vice President

MEMORANDUM OF AGREEMENT

Creation of Captains Positions

Local 1141 and the Employer agree, on a non-precedent setting basis and for the limited purposes stated herein, to the following terms to fill the newly-established classification of Captain in an efficient and equitable manner. These terms shall supersede the promotional terms of the parties' Collective Bargaining Agreement and the Employer's Civil Service Rules for the limited period (this MOU expires on December 31, 2026) and purpose identified herein:

To immediately establish a Captain eligibility list, the five (5) current Fire Lieutenants shall be immediately deemed eligible for promotion to Captain and shall be listed on the Captain eligibility list in the following order as based on seniority in the rank of Lieutenant, as follows:

1. Fike
2. Lynch
3. McCarthy
4. McClain
5. Burkholder

The three (3) highest ranking Lieutenants on the above Captain eligibility list shall be promoted to Captain upon execution of this Agreement, with the most senior being promoted first. The remaining two Lieutenants on the above Captain eligibility list shall be promoted to fill any vacancies in the Captain rank for the duration of this contract, with the more senior Lieutenant being promoted first. The above Captain eligibility list shall remain in effect until all above-listed Lieutenants have been promoted to Captain. After all the above-listed Lieutenants have been promoted to Captain, Local 1141 and the Employer agree that any further Captain promotions shall be in accordance with Article 17, Section 17.7, Promotions, of the Collective Bargaining Agreement.

Having successfully passed the probationary period for Lieutenant, the five (5) above-listed Lieutenants shall not be required to serve a probationary period for Captain upon their promotion.

Any promotions to fill the Lieutenant vacancies left by promotion of the above-listed employees to Captain shall be in accordance with Article 17, Section 17.7, Promotions, of the Collective Bargaining Agreement.

This MOU only applies to the five (5) above named Local 1141 members and expires on December 31, 2026. If all five (5) members achieve the rank of Captain prior to December 31, 2026 this MOU shall become null and void and all parties agree to revert back to the promotional procedures defined in Article 17.7.

ORDINANCE NO.

INTRODUCED BY Mayor Orcutt

AN ORDINANCE AMENDING ORDINANCE NO. 11346-2023, THE
APPROPRIATION ORDINANCE FOR THE CITY OF BROOK PARK, AND DECLARING
AN EMERGENCY.WHEREAS, the amounts appropriated for certain items of expense for 2023 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. 11346-2023, passed July 25, 2023, 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						
	210 Mayor's Court	511	Regular Salaries	90,932.84	17,227.20	108,160.04
		512	Overtime	563.52	79.10	642.62
		513	Part Time Wages	39,263.22	5,146.38	44,409.60
		519	Fringe Benefits	41,435.63	3,847.63	45,283.26
		521	Communications	7,570.00	5,000.00	12,570.00
		525	Travel, Membership, Education	800.52	881.30	1,681.82
		526	Office Supplies	1,842.82	322.12	2,164.94
		574	Refunds	-	165.00	165.00
	320 Planning Commission	519	Fringe Benefits	1,390.50	0.20	1,390.70
	330 Civic Service Commission	511	Regular Salaries	8,740.59	524.79	9,265.38
		513	Part Time Wages	20,735.33	1,147.04	21,882.37
		519	Fringe Benefits	4,561.26	358.52	4,919.78
		525	Travel, Membership, Education	200.00	1,625.00	1,825.00
		529	Contracts	17,325.27	5,850.00	23,175.27
	341 Recreation Center	511	Regular Salaries	306,281.81	(4,787.19)	301,494.62
		513	Part Time Wages	115,000.00	(9,000.00)	106,000.00
		519	Fringe Benefits	137,283.80	(3,559.16)	133,724.64
		520	Utilities	158,676.36	(25,000.00)	133,676.36
	343 Public Recreation	523	Professional Services	28,040.47	2,000.00	28,040.47
	345 Home Days Celebration	511	Regular Salaries	1,800.00	(1,333.61)	466.39
		512	Overtime	19,800.00	(2,184.34)	17,615.66
		520	Utilities	3,800.00	(800.00)	3,000.00
		523	Professional Services	47,000.00	(2,000.00)	45,000.00
	400 Mayor's Office	511	Regular Salaries	334,108.53	(47,291.33)	286,817.20
		519	Fringe Benefits	109,801.23	(13,514.82)	96,286.41
		526	Office Supplies	3,615.64	1,626.17	5,241.81
		529	Contracts	3,050.71	2,035.16	5,085.87
	405 Correctional Facility	511	Regular Salaries	55,097.10	6,323.04	61,420.14
		512	Overtime	18,750.00	(15,834.96)	2,915.04
		513	Part Time Wages	102,000.00	(38,540.76)	63,459.24
		519	Fringe Benefits	48,036.78	(6,000.00)	42,036.78
		529	Contracts	83,858.45	7,303.16	91,161.61
	409 Mechanics	511	Regular Salaries	470,162.96	(17,000.00)	453,162.96
		512	Overtime	3,000.00	2,471.00	5,471.00
		519	Fringe Benefits	179,584.69	(21,783.96)	157,800.73
	411 Safety Building	520	Utilities	63,103.60	(10,000.00)	53,103.60
	412 Police Department	511	Regular Salaries	3,842,509.86	(150,000.00)	3,692,509.86
		512	Overtime	290,000.00	35,542.86	325,542.86
		519	Fringe Benefits	703,506.73	(65,170.00)	638,336.73
		529	Contracts	93,102.29	25,000.00	118,102.29
	413 Fire Department	512	Overtime	400,000.00	(40,000.00)	360,000.00
	422 Service Building	527	Miscellaneous Expenses	62,990.69	30,000.00	92,990.69
	423 Sanitation	511	Regular Salaries	393,357.71	3,000.00	396,357.71
		524	Repair & Maintenance	125,103.20	5,000.00	130,103.20
		527	Miscellaneous Expenses	672,537.33	(75,000.00)	597,537.33
	427 Trees & Tree Lawns	512	Overtime	8,000.00	5,000.00	13,000.00
		528	Tools, Minor Equipment	124.04	250.00	374.04
	428 Public Properties	511	Regular Salaries	195,560.93	4,000.00	199,560.93
		519	Fringe Benefits	67,881.60	14,000.00	81,881.60
	429 Sewers, Drain, Pump Stations	511	Regular Salaries	548,170.24	(4,000.00)	544,170.24
		519	Fringe Benefits	190,300.92	(5,090.54)	185,210.38
		524	Repair & Maintenance	43,838.09	4,250.00	48,088.09
		529	Contracts	8,050.19	2,000.00	10,050.19
	432 Snow Removal	527	Miscellaneous Expenses	225,113.86	25,000.00	250,113.86
	433 Street Lighting	520	Utilities	500,000.00	(40,000.00)	460,000.00
	434 Traffic Lights	520	Utilities	31,146.44	6,500.00	37,646.44
	610 Finance Department	511	Regular Salaries	352,560.09	(40,000.00)	312,560.09
		512	Overtime	1,644.55	2,000.00	3,644.55
		519	Fringe Benefits	114,904.27	(5,000.00)	109,904.27

FUND	DEPARTMENT	TRANS ACTION	DESCRIPTION	PRESENT APPROPRIATION	ADJUSTED AMOUNT	ADJUSTED APPROPRIATION
	641 Office of Aging	513	Part Time Wages	50,500.00	4,000.00	54,500.00
		519	Fringe Benefits	7,802.25	500.00	8,302.25
	700 General Gov't. Lands & Bldgs.	512	Overtime	700.00	500.00	1,200.00
		519	Fringe Benefits	108.15	100.00	208.15
		529	Contracts	182,625.32	3,925.00	186,550.32
	825 Workmen's Compensation	519	Fringe Benefits	245,000.00	(35,219.00)	209,781.00
	831 County Auditor & Treasurer Fee	523	Professional Seivces	32,960.00	284.31	33,264.31
	880 Transfers & Refunds	571	Transfers	2,616,832.37	250,600.00	2,867,432.37
	GENERAL FUND			14,532,164.75	(192,724.69)	14,339,440.06
141 U.S. POSTAGE FUND						
	875 Communications	521	Communications	900.00	600.00	1,500.00
210 CITY INCOME TAX FUND						
	440 Tax Department	511	Regular Salaries	210,788.47	10,000.00	220,788.47
	440 Tax Department	519	Fringe Benefits	83,891.58	8,455.77	92,347.35
	440 Tax Department	521	Communications	11,058.01	2,000.00	13,058.01
	440 Tax Department	526	Office Supplies	14,303.18	2,000.00	16,303.18
	440 Tax Department	529	Contracts	37,156.84	3,950.00	41,106.84
	440 Refunds	574	Refunds	2,471,137.50	(26,405.77)	2,444,731.73
				2,828,335.58	0.00	2,828,335.58
241 STATE HIGHWAY IMPROVEMENT FUND						
	425 Roads	512	Overtime	0.00	346.71	346.71
	425 Roads	519	Benefits	-	53.29	53.29
				0.00	400.00	400.00
243 COMMUNITY DEVELOPMENT						
	325 Economic Development	529	Contracts	668,885.04	25,000.00	693,885.04
				668,885.04	25,000.00	693,885.04
250 SPECIAL RECREATION FUND						
	343 Public Recreation	527	Miscellaneous Expenses	58,430.85	3,000.00	61,430.85
	343 Public Recreation	529	Contracts	22,365.84	13,500.00	35,865.84
	343 Public Recreation	574	Refunds	1,600.00	1,000.00	2,600.00
				82,396.69	17,500.00	99,896.69
270 LAW ENFORCEMENT						
	412 Police Department	525	Travel,Membership,Education	2,500.00	800.00	3,300.00
				2,500.00	800.00	3,300.00
272 FEDERAL FORFEITURE FUND						
	412 Police Department	552	Equipment	5,146.00	90,888.66	96,034.66
				5,146.00	90,888.66	96,034.66
282 AMERICAN RESCUE PLAN ACT FUND						
	700 General Gov't Lands Building	511	Regular Salaries	0.00	185,185.80	185,185.80
	700 General Gov't Lands Building	519	Fringe Benefits	-	42,813.20	42,813.20
				-	227,999.00	227,999.00
290 INSURANCE FUND						
	840 Insurance	524	Repair & Maintenance	76,757.55	25,250.06	102,007.61
				76,757.55	25,250.06	102,007.61
401 CAPITAL IMPROVEMENT FUND						
	341 Recreation Center	552	Equipment	18,148.55	2,000.00	20,148.55
	413 Fire Department	552	Equipment	429,077.93	37,956.21	467,034.14
	433 Street Lighting	552	Equipment	50,000.00	58,807.80	108,807.80
	440 Tax Department	552	Equipment	93,800.00	3,000.00	96,800.00
	610 Finance Department	552	Equipment	17,500.00	(3,000.00)	14,500.00
	700 General Gov't. Lands & Bldgs.	527	Miscellaneous Expenses	1,134.72	662.40	1,797.12
	700 General Gov't. Lands & Bldgs.	552	Equipment	18,609.32	30,000.00	48,609.32
	880 Transfers	571	Transfers	2,317,082.49	0.00	2,317,082.49
				2,945,353.01	129,426.41	3,074,779.42
459 DITCH CLEANING PROGRAM FUND						
	429 Sewers & Drains	529	Contracts	1,870.48	9,060.00	10,930.48
				0.00	0.00	0.00
				1,870.48	9,060.00	10,930.48
517 SOUND INSULATION FUND						
	325 Community Development	523	Professional Services	198,732.55	100,000.00	298,732.55
				198,732.55	100,000.00	298,732.55
690 INSURANCE AND BONDING						
	840 Hospitalization & Dental	519	Fringe Benefits	2,444,825.56	194,600.00	2,639,425.56
	840 Hospitalization & Dental	529	Contracts	1,125.00	74.57	1,199.57
				2,445,950.56	194,674.57	2,640,625.13
711 POLICE PENSION FUND						
	412 Police Department	519	Fringe Benefits	747,573.62	45,368.27	792,941.89
712 FIRE PENSION FUND						
	413 Fire Department	519	Fringe Benefits	805,887.33	27,713.46	833,600.79
713 S.W.G.H. Fund						
	851 Health & Welfare	529	Contracts	108,433.00	4,342.96	112,775.96
716 BUILDING STANDARDS BOARD FUND						
	415 Building Department	574	Refunds	35,710.80	4,000.00	39,710.80
717 UNCLAIMED MONIES FUND						
	874 Misc. Executive	529	Contracts	0.00	1,093.33	1,093.33
				Total Changes	711,392.03	

FUND	DEPARTMENT	TRANS- ACTION	DESCRIPTION	PRESENT APPROPRIATION	ADJUSTED AMOUNT	ADJUSTED APPROPRIATION
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SECTION 2: Those portions of Ordinance No. 11346-2023, passed July 25, 2023, 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: _____

ORDINANCE NO. _____

INTRODUCED BY MAYOR ORCUTT

AN ORDINANCE TO PROVIDE FOR THE TEMPORARY APPROPRIATIONS OF THE CITY OF BROOK PARK, STATE OF OHIO, FOR THE THREE MONTHS ENDING ON MARCH 31, 2024, AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary for the Council of the City of Brook Park, State of Ohio, to appropriate funds available to meet current expenses of the said City for a three month period ending March 31, 2024.

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

SECTION 1: That to provide for the current expenses and other expenditures of the City of Brook Park, Ohio for the first quarter of the fiscal year ending March 31, 2024, there be appropriated the total of \$16,059,481.33 as shown in Sections 2 thru 10 of this Ordinance.

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
100	GENERAL FUND							
	110	COUNCIL	37,019.90	4,330.68				41,350.58
	111	CLERK OF COUNCIL	21,879.33	125.76				22,005.09
	210	MAYOR'S COURT	49,521.44	7,817.13				57,338.57
	211	MUNICIPAL COURT		1,262.75				1,262.75
	320	PLANNING COMMISSION	2,687.63					2,687.63
	325	COMMUNITY DEVELOPMENT	34,344.72	337.30				34,682.02
	330	CIVIL SERVICE COMMISSION	11,290.22	500.00				11,790.22
	335	BOARD OF ZONING APPEALS	3,225.15					3,225.15
	340	RECREATION COMMISSION	2,597.63					2,597.63
	341	RECREATION CENTER	155,897.25	53,729.11			0.00	209,626.36
	342	PARKS & PLAYGROUNDS	51,415.47	14,438.81				65,854.28
	343	PUBLIC RECREATION	5,802.87	13,382.66				19,185.53
	345	HOME DAYS CELEBRATION		642.45				642.45
	350	TECH. AND INNOVATION COMM.	1,612.58					1,612.58
	351	CHARTER REVIEW COMMISSION						0.00
	400	MAYOR'S OFFICE	93,630.15	1,549.91				95,180.06
	402	HUMAN RESOURCES	26,818.52	1,018.18				27,836.70
	405	CORRECTIONAL FACILITY	51,653.47	21,250.00				72,903.47
	407	SAFETY TOWN						0.00
	409	MECHANICS	179,156.96	4,438.81				183,595.77
	410	SAFETY DIRECTOR	36,002.28	1,000.00				37,002.28
	411	SAFETY BUILDING	18,701.56	275,310.75				294,012.31
	412	POLICE DEPARTMENT	1,140,057.47	106,937.82				1,246,995.29
	413	FIRE DEPARTMENT	1,087,110.37	117,829.12				1,204,939.49
	414	DISASTER SERVICE	0.00	2,616.81				2,616.81
	415	BUILDING DEPARTMENT	134,057.99	13,286.54			0.00	147,344.53
	418	SCHOOL GUARDS	13,089.98					13,089.98
	419	ANIMAL WARDEN	32,906.44	2,146.05				35,052.49
	420	SERVICE DIRECTOR	38,483.87	1,005.75				39,489.62
	421	ENGINEERING		12,000.00				12,000.00
	422	SERVICE BUILDING	25,402.98	61,615.81				87,018.79
	423	SANITATION	152,376.99	129,315.90				281,692.89
	424	STREET CLEANING		8,698.12				8,698.12
	426	TRAFFIC SIGNS	22,984.71	1,129.94				24,114.65
	427	TREES & TREE LAWNS	48,966.72	1,025.64				49,992.36
	428	PUBLIC PROPERTIES	74,068.27	2,818.49				76,886.76
	429	SEWERS & DRAINS	220,822.06	37,988.76				258,810.82
	432	SNOW REMOVAL	32,588.06	122,809.47				155,397.53
	433	STREET LIGHTING		123,965.56				123,965.56
	434	TRAFFIC LIGHTS		25,373.09				25,373.09
	500	LEGAL DEPARTMENT	78,160.86	200.10				78,360.96
	610	FINANCE DEPARTMENT	116,552.47	21,730.78				138,283.25
	630	TAX REVIEW BOARD						0.00
	641	OFFICE OF AGING	17,550.37	1,720.16				19,270.53
	650	RETIREES	15,389.62					15,389.62
	700	GEN. GOV'T. LANDS & BLDGS.	123.36	134,840.35				134,963.71
	821	P.E.R.S.						0.00
	825	WORKERS' COMPENSATION	500.00					500.00
	826	UNEMPLOYMENT COMP.	500.00					500.00
	830	ELECTIONS						0.00
	831	AUDITOR & TREAS. FEES		21,638.52				21,638.52
	832	SALE OF DELINQ. LANDS						0.00
	834	COLLECTOR FEES						0.00
	840	INSURANCE & BONDING		1,627.22				1,627.22
	850	COUNTY BOARD OF HEALTH		63,357.81				63,357.81
	874	MISC. EXECUTIVE		70,772.32				70,772.32
	876	CITIZEN OF THE YEAR						0.00
	877	PROPERTY TAX REIMBURSEMENT						0.00
	879	CONTINGENCY						0.00
	880	TRANSFERS, REFUNDS & OTHER					430,242.75	430,242.75
			4,034,949.72	1,487,584.43	0.00	0.00	430,242.75	5,952,776.90

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
210		CITY INCOME TAX FUND						
	440	TAX DEPARTMENT	104,651.30	28,055.73			5,500,000.00	5,632,707.03
211		CITY INCOME TAX OPERATIONAL CASH FUND						
	440	TAX DEPARTMENT		0.00				0.00
215		ADMISSIONS TAX FUND						
	440	TAX DEPARTMENT	9,459.85	1,034.47				10,494.32
220		HOTEL, MOTEL TAX FUND						
	440	TAX DEPARTMENT						0.00
240		STREET C.M. & REPAIR FUND						
	425	STREET PAVING & REPAIR	140,187.21	13,316.26	167,000.00			320,503.47
241		STATE HWY. IMPROVEMENT FUND						
	425	STREET PAVING & REPAIR		5,000.00				5,000.00
242		PERMISSIVE TAX FUND						
	425	STREET PAVING & REPAIR		5,000.00				5,000.00
243		ECONOMIC DEVELOPMENT FUND						
	325	COMMUNITY DEVELOPMENT		280,000.00	1,290.63			281,290.63
244		BROOKPARK ROAD CORRIDOR FUND						
	325	COMMUNITY DEVELOPMENT						0.00
245		CDBG FUND						
	325	COMMUNITY DEVELOPMENT						0.00
250		SPECIAL RECREATION FUND						
	343	PUBLIC RECREATION		27,873.73	833.20		363.96	29,070.89
251		KENNEDY PARK CONCESSION FUND						
	342	PARKS & PLAYGROUNDS						0.00
254		CONCESSION STAND PETTY CASH FUND						
	343	PUBLIC RECREATION		1,480.00				1,480.00
255		RECREATION CENTER CONCESSION FUND						
	342	PARKS AND PLAYGROUNDS						0.00
261		HUFSEY/FORBES CONCESSION FUND						
	342	PARKS & PLAYGROUNDS						0.00
262		AMERICAN LEGION CONCESSION FUND						
	342	PARKS & PLAYGROUNDS						0.00
263		WEDO PARK CONCESSION FUND						
	342	PARKS & PLAYGROUNDS						0.00
264		WATER PARK FUND						
	342	PARKS & PLAYGROUNDS		1,247.30				1,247.30
265		PLANT LANE CONCESSION FUND						
	342	PARKS & PLAYGROUNDS						0.00
266		FURTHERANCE OF JUSTICE FUND						
	412	POLICE DEPARTMENT						0.00
270		LAW ENFORCEMENT FUND						
	412	POLICE DEPARTMENT		500.00	1,000.00			1,500.00
271		DWI ENFORCEMENT & EDUCATION FUND						
	412	POLICE DEPARTMENT		250.00				250.00
272		FEDERAL FORFEITURE FUND						
	412	POLICE DEPARTMENT		123,296.14				123,296.14
273		COMMUNITY DIVERSION PROGRAM FUND						
	412	POLICE DEPARTMENT						0.00
275		CONTINUING TRAINING PROGRAM FUND						
	412	POLICE DEPARTMENT		250.00				250.00
280		FEMA FUND						
	700	GEN. GOV'T. LANDS & BLDGS.						0.00
282		AMERICAN RESCUE PLAN FUND						
	700	GEN. GOV'T. LANDS & BLDGS.						0.00
290		INSURANCE FUND						
	840	INSURANCE & BONDING		25,000.00				25,000.00
			254,298.36	512,303.63	170,123.83	0.00	5,500,363.96	6,437,089.78

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
310		GENERAL BOND RETIREMENT FUND						
	871	DEBT RETIREMENT				74,957.43		74,957.43
	872	DEBT SERVICE						0.00
			0.00	0.00	0.00	74,957.43	0.00	74,957.43

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
401		CAPITAL IMPROVEMENT FUND						
	110	COUNCIL						0.00
	210	MAYOR'S COURT						0.00
	341	RECREATION CENTER			11,141.00			11,141.00
	342	PARKS & PLAYGROUNDS			138,844.36			138,844.36
	343	PUBLIC RECREATION						0.00
	400	MAYOR'S OFFICE						0.00
	402	HUMAN RESOURCES						0.00
	409	MECHANICS			1,000.00			1,000.00
	410	SAFETY DIRECTOR						0.00
	411	SAFETY BUILDING			0.00			0.00
	412	POLICE DEPARTMENT			113,345.56			113,345.56
	413	FIRE DEPARTMENT			173,982.72			173,982.72
	415	BUILDING DEPARTMENT			21,550.00			21,550.00
	419	ANIMAL WARDEN			0.00			0.00
	422	SERVICE BUILDING			0.00			0.00
	423	SANITATION			176,905.32			176,905.32
	424	STREET CLEANING						0.00
	425	STREET PAVING & REPAIR			50,000.00			50,000.00
	426	TRAFFIC SIGNS						0.00
	427	TREES & TREE LAWNS			0.00			0.00
	428	PUBLIC PROPERTIES			0.00			0.00
	429	SEWERS & DRAINS			130,112.00			130,112.00
	432	SNOW REMOVAL			44,509.53			44,509.53
	433	STREET LIGHTING			0.00			0.00
	434	TRAFFIC LIGHTS			50,000.00			50,000.00
	440	TAX DEPARTMENT			5,000.00			5,000.00
	500	LEGAL DEPARTMENT			1,500.00			1,500.00
	610	FINANCE DEPARTMENT			1,000.00			1,000.00
	700	GEN. GOV'T. LANDS & BLDGS.			866.73			866.73
	880	TRANSFERS & REFUNDS					100,000.00	100,000.00
			0.00	0.00	919,757.22	0.00	100,000.00	1,019,757.22

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
459		SEWER IMPROVEMENTS FUND						
	429	SEWERS & DRAINS		70,000.00	725,000.00			795,000.00
517		SOUND INSULATION PROGRAM FUND						
	325	COMMUNITY DEVELOPMENT		50,000.00				50,000.00
547		2022 STREET IMPROVEMENT FUND						
	425	STREET PAVING & REPAIR		8,000.00	42,000.00			50,000.00
548		SHELDON ROAD WATER MAIN FUND						
	429	SEWERS & DRAINS		20,000.00	380,000.00			400,000.00
549		2023 STREET IMPROVEMENT FUND						
	425	STREET PAVING & REPAIR		15,000.00	5,000.00			20,000.00
550		SHELDON ROAD BRIDGE IMPROV						
	425	STREET PAVING & REPAIR		10,000.00	15,000.00			25,000.00
			0.00	173,000.00	1,167,000.00	0.00	0.00	1,340,000.00

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
711		POLICE PENSION FUND						
	412	POLICE DEPARTMENT	193,200.00					193,200.00
712		FIRE PENSION FUND						
	413	FIRE DEPARTMENT	223,700.00					223,700.00
713		SOUTHWEST GENERAL HOSPITAL FUND						
	851	HEALTH & WELFARE						0.00
714		CASH BONDS HELD FUND						
	874	MISC. EXECUTIVE		35,000.00				35,000.00
716		BUILDING STANDARDS BOARD FUND						
	415	BUILDING DEPARTMENT		15,000.00				15,000.00
717		UNCLAIMED MONIES FUND						
	874	MISC. EXECUTIVE						0.00
750-777		PAYROLL ACCOUNTS		33,000.00				33,000.00
			416,900.00	83,000.00	0.00	0.00	0.00	499,900.00

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

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

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
690		MEDICAL BENEFITS FUND						
	840	INSURANCE	635,000.00					635,000.00
			635,000.00	0.00	0.00	0.00	0.00	635,000.00

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

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
691		RETIREES' ACCRUED BENEFITS FUND						
	650	RETIREES	100,000.00					100,000.00
			100,000.00	0.00	0.00	0.00	0.00	100,000.00
			5,441,148.08	2,255,888.06	2,256,881.05	74,957.43	6,030,606.71	16,059,481.33

SECTION 11: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 12: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety. Such necessity exists by reason of the fact that funds must be made available and be appropriated to provide for the current expenses and payments thereof for the first three months of the fiscal year ending March 31, 2024. Therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____

APPROVED _____
MAYOR

DATE _____

CITY OF BROOK PARK, OHIO

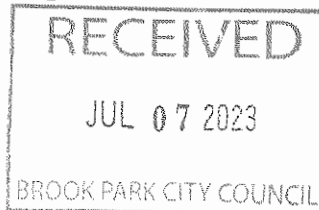
ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SOUTHWEST GENERAL HEALTH CENTER FOR THE LEVY OF A TAX AND THE PAYMENT OF THE PROCEEDS THEREOF FOR THE MAINTENANCE AND SUPPORT AND AS COMPENSATION FOR THE USE OF SAID HEALTH CENTER AND DECLARING AN EMERGENCY.

WHEREAS, Southwest General Health Center, with its principal office in the City of Middleburg Heights, Ohio, has tendered to the City of Brook Park a contract covering the use, maintenance and support of said Health Center by the inhabitants of this City during a five (5) year period; and

WHEREAS, the tendered contract provides principally and in substance: (a) that the City agrees to submit to its electors for approval or disapproval at the general election to be held on November 7, 2023, the question of levying a tax of three-tenths (.30) of a mill in excess of the ten mill limitation upon its taxable property for the five-year, tax levy period comprising the years 2024 to 2028, both inclusive, to be collected in years 2025 to 2029, which amount represents a renewal of a tax of three-tenths (.30) of a mill now being levied for such purpose for the maintenance and support and as compensation for the use of the Southwest General Health Center, and subject to the approval thereof at such election, to cause such levy to be made and the proceeds thereof to be appropriated and paid to the Southwest General Health Center for the purposes aforesaid; and (b) that the Southwest General Health Center agrees that during the calendar years 2025 to 2029, both inclusive, the buildings, facilities and equipment in use by it for Health Center or health care service shall be at the service of and to the extent of their capacity and, subject to like use by other political subdivisions having similar contracts, provide treatment to the sick and disabled inhabitants of the City except those who, in the opinion of a majority of the Health Center trustees, may be able to pay therefor, and that the City shall be entitled to select at least one (1) member of the Board of Trustees of the Health Center to serve during said term of years and that the remaining members of



the Board shall be selected according to the provisions of its constitution and/or by-laws either now in effect or hereinafter lawfully enacted.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a contract with Southwest General Health Center, as set forth in Exhibit "A", attached hereto and incorporated herein by reference, and to do all things necessary in furtherance thereof.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that the continued availability of adequate Health Center facilities for the inhabitants of this City cannot otherwise be assured; 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

CONTRACT

This contract made and entered into this ____ day of _____, 2023, by and between the City of Brook Park, a municipal corporation in Cuyahoga County, Ohio, hereinafter referred to as the "City" and SOUTHWEST GENERAL HEALTH CENTER, a not-for-profit corporation situated in the City of Brook Park, Ohio, hereinafter referred to as the "Health Center."

WITNESSETH:

WHEREAS, pursuant to the provisions of Ohio Revised Code Sections 749.01 and 5705.191, municipal corporations are authorized to levy and collect a tax upon its taxable property and to pay the proceeds thereof to a general hospital for the maintenance and support thereof as compensation for its use; and

WHEREAS, the Health Center is a not-for-profit corporation organized under Ohio law for charitable purposes and is operating a general hospital in the City of Middleburg Heights, Cuyahoga County, Ohio, suitably and conveniently located for the use and convenience of the inhabitants of the City.

NOW, THEREFORE, the City Agrees: (a) to submit to its electors for approval or disapproval at the general election to be held on November 7, 2023, the question of levying a tax of three-tenths (.30) of a mill in excess of the ten (10) mill limitation upon its taxable property for the five (5) year period comprising the tax levy years 2024 to 2029, both inclusive, for the maintenance and support and as compensation for the use of the Health Center; which amount represents a renewal of a tax of three-tenths (.30) of a mill now being levied for such purpose; and (b) subject to the approval thereof at such election, to cause such levy to be made and the proceeds thereof to be appropriated and paid to the Health Center for the purposes aforesaid.

In consideration of the levy and collection of said taxes and its receipt by the Health Center, the Health Center agrees: (a) that during the calendar years 2025 to 2030, both inclusive, the building, facilities and equipment in use by it for hospital or health care services, shall be at the service of and to the extent of their capacity and, subject to like use by the inhabitants of other political subdivisions having similar contracts, provide treatment to the sick and disabled inhabitants of the City; such treatment to be free to the inhabitants of the City except those who in the opinion of a majority of the Health Center Trustees may be

RECEIVED

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able to pay therefor; (b) that the City shall be entitled to select at least one (1) member of the Board of Trustees of the Southwest Community Health System, which is the sole voting member of the Health Center, to serve during said term of years and that the remaining members of the Board of Southwest Community Health System shall be selected according to the provision of its constitution and/or by-laws either now in effect or hereafter lawfully enacted; and (c) that the Treasurer of the Health Center shall annually make a financial report setting forth all of the money and property which has come into his hands during the preceding year and the disposition thereof together with any recommendations as to the future necessity of the Health Center.

IT IS FURTHER MUTUALLY understood and agreed that the Health Center's Board of Trustees shall have general charge of the Health Center, shall select its officers, medical staff and other employees and shall establish rules and regulations for the management and conduct of the business of said Health Center, including determination of the rate of compensation to be paid for its services by such patients as it deems capable of paying therefor.

IN WITNESS WHEREOF the parties hereto, by their respective officers duly authorized, hereunto set their hands as of the day and year first above written.

CITY OF BROOK PARK

By: _____
Its Mayor

By: _____
Its Clerk

SOUTHWEST GENERAL HEALTH CENTER

By: _____
Its President and Chief Executive Officer

By: _____
Its Secretary

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

DIRECTOR OF LAW