

**REGULAR CAUCUS MEETING
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO
TO BE HELD ON TUESDAY, FEBRUARY 13, 2024
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. APPROVAL OF MINUTES OF PRECEDING MEETINGS
REGULAR CAUCUS MEETING MINUTES HELD ON JANUARY 9, 2023.

IV. DISCUSSION:

1. VIASOUND ESTIMATE – PAUL HADJUK (SPEAKER) – PER
COUNCIL PRESIDENT SALVATORE.

2. Rule 5 - STANDING COMMITTEES

All Regular Standing Committees shall be comprised of the Council of the Whole;
namely, the four (4) Ward Councilmen and the three (3) Councilmen at Large.

The Order of Business shall be as follows:

- A. ROLL CALL
- B. APPROVAL OF MINUTES OF PRECEDING MEETINGS
- C. OLD BUSINESS
- D. NEW BUSINESS
- E. ADJOURNMENT-Required by a majority vote of Council.
Verbal Approval

Is hereby amended to read:

All Regular Standing Committees shall be comprised of the Council of the Whole;
namely, the four (4) Ward Councilmen and the three (3) Councilmen at Large. – PER
COUNCIL PRESIDENT SALVATORE.

3. AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR REQUESTS
FOR QUALIFICATIONS (RFQ) FOR AN ENERGY EFFICIENCY PROJECT, AND
DECLARING AN EMERGENCY. Introduced by Mayor Orcutt. – PER COUNCIL
PRESIDENT SALVATORE.

V. FINANCE COMMITTEE- COUNCILMAN SCOTT

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH
THE TEAMSTERS UNION LOCAL 436, AND DECLARING AN EMERGENCY.
Introduced by Mayor Orcutt. – PER COUNCIL PRESIDENT SALVATORE.

2. AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT
NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2024 ENERGIZED
COMMUNITY GRANT(S) FUND, AND DECLARING AN EMERGENCY. Introduced
by Mayor Orcutt. – PER COUNCIL PRESIDENT SALVATORE.

VI. LEGISLATIVE COMMITTEE- COUNCILMAN SCOTT

1. A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE HOUSING COUNCIL ON THE CITY OF BROOK PARK'S COMMUNITY REINVESTMENT AREA (CRA) AGREEMENTS, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt. **(Building Commissioner Jason Monaco will be in attendance)**
2. AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE DONATION FROM ROMEO'S PIZZA, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
3. AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
4. AN ORDINANCE AMENDING SECTION 153.09 OF THE BROOK PARK CODIFIED ORDINANCES, ENTITLED 'BONDS.', AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
5. AN ORDINANCE RETAINING AND EMPLOYING THE LAW FIRM OF WELTMAN, WEINBERG & REIS, CO., LPA TO ACT AS CO-COUNSEL WITH THE LAW DIRECTOR IN COLLECTIONS, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

VII. ADJOURNMENT

POSTED 2/9/2024

Rule 5 - STANDING COMMITTEES

All Regular Standing Committees shall be comprised of the Council of the Whole; namely, the four (4) Ward Councilmen and the three (3) Councilmen at Large.

The Order of Business shall be as follows:

- A. ROLL CALL
- B. APPROVAL OF MINUTES OF PRECEDING MEETINGS
- C. OLD BUSINESS
- D. NEW BUSINESS
- E. ADJOURNMENT-Required by a majority vote of Council.
Verbal Approval

Is hereby amended to read:

All Regular Standing Committees shall be comprised of the Council of the Whole; namely, the four (4) Ward Councilmen and the three (3) Councilmen at Large.

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ADVERTISE FOR
REQUESTS FOR QUALIFICATIONS (RFQ) FOR
AN ENERGY EFFICIENCY PROJECT,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park is desirous of securing Requests for Qualifications (RFQ) from qualified energy services performance contracting companies to provide energy efficiency solutions and related capital improvements that reduce the City's utility and operating cost at all City owned, operated and facilities for which the City is responsible for; and

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

SECTION 1: The Mayor is authorized and directed to advertise for Requests for Qualifications (RFQ), per Exhibit "A" from qualified energy services performance contracting companies to perform energy efficiency solutions and related capital improvements at all City owned, operated and facilities for which the City is responsible for.

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 proceed to seek proposals for energy efficiency solutions and related capital improvement services; therefore this Ordinance shall take effect and be in force immediately from and

after its passage and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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

DIRECTOR OF LAW



LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

CITY OF BROOK PARK ENERGY EFFICIENCY AND INFRASTRUCTURE IMPROVEMENT PROJECT

The City of Brook Park is inviting the submission of Statements of Qualifications (SOQ) from Energy Service Companies (ESCO) to provide a full range of analytical services leading to potential related capital improvements in order to reduce the consumption and related costs of energy and water use at any and all facilities to be designated by the City, as well as additional infrastructure improvement and construction projects. Projects will be financed through a performance-based contract. These services may include a technical audit to assess energy, water usage, operations and maintenance savings opportunities. After analysis the design, acquisition, installation, modification, maintenance and training in the operation of existing and new energy-efficient equipment will be considered based on savings identified during the analysis phase and approval by the City of Brook Park.

The Request for Qualifications (RFQ) will be available to interested firms on **DATE**. Installers of energy conservation measures may request the RFQ packet by contacting the Director of Public Service, Mr. Brian Beyer.

Sealed SOQ's will be received by the Service Director at Brook Park City Hall, 6161 Engle Road, Brook Park, OH until **TIME** on **DATE**. Responses must be prepared as described in the RFQ.

Each SOQ must contain the full name, address, phone number, email address, and fax number of the company interested in the foregoing contract. The right is reserved by the City to waive any and all informalities or irregularities in any response, to reject any and all responses, and the City reserves the right to select the Respondent most advantageous to the City.

Statement of Qualifications should be transmitted to:

Brook Park City Hall
Brian Beyer
6161 Engle Road
Brook Park, OH 44142

Responding firms will be evaluated and ranked in order of their qualifications. Following this evaluation, the City of Brook Park may enter into contract negotiations with the most highly qualified firm.

The City of Brook Park Energy Efficiency and Infrastructure Improvement Project Request for Qualifications

Overview

Section I.

Purpose

The City of Brook Park (hereinafter referred to as City) is seeking, from interested qualified Energy Services Performance Contracting Companies (hereafter referred to as Respondent) capable of providing energy efficiency and infrastructure improvement solutions as related to capital improvement services that reduces the City's utility and operating costs, as well as additional infrastructure improvement and construction projects at any and all facilities to be designated by the City. The selection process will involve each Respondent responding to the Request for Qualification (RFQ). The City intends to award a negotiated contract to one firm to provide the services and/or equipment under terms and conditions considered most favorable among those submissions offered. All interested and qualified firms may respond to the RFQ.

The project term shall be limited to 15 years, and shall conform to ORC Sections 133.05, 133.20, and 717.02. Any proposed financing shall permit early payment of the loan by the City. The City will consider different financing approaches that provide low interest rates and that minimize the effect on the City's bonding ability. The City retains the right to finance the project from its unencumbered cash reserves or any other financing mechanism deemed most beneficial to the City.

The RFQ and contracting process has four phases. The respondent shall submit their response to this RFQ, the qualifications will be evaluated according to the criteria outlined in Section III of this document, the City will select the best respondent and, **after City Council approval**, sign a letter of intent, and as the final step, develop a final scope with that respondent, upon which, a formal contract may be entered into.

Responding to the RFQ will be developed at risk by the respondent and at no assumed charge to the City.

Required Experience and Qualifications

The following are the minimum requirements to respond to this RFQ and must be met by the Respondent's individual office and/or branch responding:

1. Respondent must have in-house, design-build capabilities to be utilized for all aspects of an energy efficiency and construction project. This includes, but is not limited to in-house mechanical, electrical, controls, and energy engineers, as well as in-house electrical and mechanical installers and technicians.
2. Respondent must have Professional Engineers (PE's), Certified Energy Managers (CEM's), and LEED certified professionals employed by the responding branch or office at the time of responding to this RFQ. At the consideration of the City, qualifications of Respondent's subcontracting plan may be taken into consideration to meet these requirements.
3. Engineering and technical support staff that will be directly engaged in this project must possess training and experience specific in current technical practices and techniques in the field of utility cost reduction, construction and building operations. Engineering services must be available in the field of Energy and Energy control systems, maintenance planning and execution, and project commissioning.
4. Respondent must have in-house retro-commissioning capabilities and experience.
5. Respondent shall provide proof of a minimum of three (3) energy efficiency projects. General descriptions of such projects shall be included with contact information of a reference for each project.
6. Respondent must provide repair services available twenty-four (24) hours a day with a maximum response time of two (2) hours for City defined critical systems.
7. Respondent must employ at a minimum three (3) Professional Engineer licensed in the State of Ohio and must have Errors and Omissions Insurance from the date of issuance of this RFQ.

The following information shall be included in the response to the RFQ:

1. Ohio Workers' Compensation Certificate
2. Certificate of Compliance with Affirmative Action Programs, issued pursuant to Section 9.47, ORC.

3. Certificate of Insurance (ACORD form is acceptable) and copy of additional insured endorsement. The City reserves the right to request a certified copy of Respondent's insurance policies.

4. If the Respondent is a foreign corporation, i.e. not incorporated under the laws of Ohio, a certificate of Good Standing from the Secretary of State showing the right of the Respondent to do business in the State; or, if the Respondent is a person or partnership, the Respondent has filed with the Secretary of State as the Respondent's agent for the purpose of accepting service or summons in any action brought under Section 153.05, ORC, or under Sections 4123.01 to 4123.94, inclusive, ORC.

Standard Contract Information

This RFQ does not obligate the City to perform until a letter of intent or contract is signed and approved by both parties, **after City Council approval**. Once there is written approval, it is effective from the date of written approval by the City. The City shall not be responsible for work done, even in good faith, prior to approval of the letter of intent or contract. The selected Respondent will be required to assume total responsibility of the project. The selected contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters.

City of Brook Park Point of Contact:

Brian Beyer (bbeyer@cityofbrookpark.com)
Director of Public Service
City of Brook Park
6161 Engle Road
Brook Park, Ohio 44142

Any communications whatsoever regarding this RFQ must be made in writing and only to the contact person listed above. No verbal communications will be allowed. Any attempts of communication to persons other than the point of contact and in a manner other than in writing shall constitute a violation of the terms of this RFQ and will lead to immediate disqualification of Respondent.

All inquiries must be received in writing on or before five (5) working days prior to the submission deadline wherein a response is deemed appropriate to the process, will be answered and forwarded on to all Respondents of record.

Section II.

Submittal Requirements

General

Respondents shall submit an original and four (4) copies of their RFQ submission. The sealed RFQ shall include a statement signed by an official with the authority to contractually bind the Respondent located in the Appendix. The name and title of the individual signing the transmittal should be typed immediately below the signature. Attach the Delegation of Authority (if necessary).

Sealed submissions must be received on or before **DATE and TIME**.

Submissions received thereafter will be disqualified and returned unopened. Sealed submissions should be delivered to the following address:

City of Brook Park
6161 Engle Rd.
Brook Park, OH 44142
Attention: Brian Beyer

Submittals must be clearly marked on the package "Request for Qualification for Energy Efficiency and Infrastructure Improvement Project". Submissions that are incomplete, do not follow the requested format, or are otherwise contrary to the guideline of this RFQ, may be rejected as non-responsive.

The City will notify its selected Respondent by **DATE**. The City will enter into a contract with the selected Respondent by **DATE**. Work for the agreed upon project scope will commence on **DATE**.

Preparation of Submissions

RFQ submissions must be complete, and correct in format. Clear and concise submissions are required rather than elaborate promotional materials. Respondents must address each item in the order as described in Section III. "Submission Format, Content and Specific Criteria" of this RFQ and clearly reference the respective section being addressed.

The Respondent is expected to respond to all items in as much detail as necessary for the City and its resources to make an objective evaluation of the RFQ responses. Respondents should respond in a concise direct manner to the issues within the RFQ.

Proprietary Data

Submissions and any other information submitted by Respondent in response to this RFQ shall become the property of the City. Disclosure of any proprietary information by the City shall be in accordance with the laws and regulations regarding disclosure in force in the State of Ohio.

Right to Reject

The City reserves the right to accept in part or in whole any Submission, waive any formalities, or minor technical inconsistencies or delete any item/requirements from the RFQ or resulting contract when deemed to be in the City's best interest.

Cost of Submission Preparation

The City will not provide compensation to the Respondent(s) for any expense incurred by the Respondent(s) for Submission preparation, product evaluations, or demonstrations that may be made.

Evaluation and Selection Procedures

The City will appoint a selection committee to formally evaluate each response.

- **Brian Beyer - Chairman**
- **Jason Monaco**
- **Ed Piatak**
- **Rich Scott**
- **Ted Hurst**

The evaluation process will grade the responses on their merit and responsiveness. The evaluation process will include verification of references and project team members, confirmation of financial information, and may include other information deemed important by the City.

The RFQ submissions will be evaluated according to the criteria listed in Section III. The selection process is planned to be in the following steps. The steps include:

- Interested Respondents respond to this RFQ.
- The RFQ's will be reviewed and evaluated by the City and then selection of a Respondent is made.
- Prior to selecting a Respondent, the City reserves the right to conduct interviews with any and all respondents for the purpose of better understanding a respondent's qualifications.

After the formal evaluation and selection of a Respondent, a letter of intent will be executed, **after City Council approval**. The selected Respondent shall prepare detailed engineering, final guaranteed savings, conclude all financing and any other issues for a package of Energy Efficiency measures involving the City and then enter into an Energy Performance Contract with the City in order to implement the project.

Upon entering into any contract, any annual cost savings achieved beyond the minimum guaranteed savings will be retained by the City of Brook Park.

Section III.

Submission Format and Contents

Submission Format

Request for Qualification (RFQ) submissions must be submitted in the format outlined in this document, referencing each respective section being addressed. Each submission will be reviewed to determine if it is complete prior to actual evaluation. The City reserves the right to eliminate from further consideration any response deemed to be substantially or materially non-responsive. The intent is that all RFQ's follow the same format in order to evaluate each fairly.

Submissions that are qualified with conditional clauses, alterations, items not called for in the RFQ or irregularities of any kind are subject to disqualification by the City, at its option. Each submission should be prepared economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of the RFQ. Emphasis should be on completeness and clarity of content. Submissions will be evaluated on their responsiveness to the requirements and scope of this package and not on extraneous supplements.

The response to the RFQ shall be submitted in a three-ring or spiral-bound binding with specific tab sections as listed below. A further clarification of the contents for each of the sections follows the tab listings.

- Table of Contents
- Executive Summary
- Section I Background and Proposal
- Section II Partnering and Commitment to Customer
- Section III Technical Approach
- Section IV Financial Information
- Section V Performance Contract Documents
- Appendix Copy of Professional Engineer License and Errors and Omissions Insurance Certificate

Table of Contents

Request for Qualification shall include a table of contents properly indicating the section and page numbers of the information included.

Executive Summary

Request for Qualification shall include a concise abstract of no more than two (2) pages stating the respondent's overview of the project. Please summarize the scope of services (design, financial, operations and maintenance, training, etc.) that would be offered by your firm for this project.

Background and Proposal (Section I)

Section I should provide an overview of the organizational philosophy for approaching this project. Include an organizational vision or mission statement if they have been developed, adopted and embraced by the Respondent. Include information regarding Respondent's commitment to the governmental marketplace.

A. Firm Profile: Provide general information on the responding firm, including: name, business address, local telephone number, officers of the firm and contact person(s) if applicable. If the firm is a separate legal entity from a manufacturer, for example a distributorship or manufacturer's representative or engineering firm, specify the legal business classification of the responding firm, if any.

B. Respondent's Team Information: Provide a Project organizational chart that identifies the key employees of the Respondent's firm that would work on the project. Specify the team members by their name, job title, and training. A one-page resume including education, experience, and any other pertinent information shall be included for each key member of the Respondent's project team.

C. References: Provide a minimum of three (3) project references for projects of similar size, scope, and complexity located in Ohio indicating the Respondent's recent experience with governmental and public institutions. Each reference shall describe the services provided, project cost, and benefits to the owner. Provide the Reference's name, address, current telephone number, and contact person for each reference. Provide a brief description of the projects: type of facility, scope of work, duration of project, key vendor personnel involved with the project. Cost size of project shall be in line with qualifications set out in section entitled "**Required Experience and Qualifications**".

Partnering and Commitment to Customer (Section II)

A. Partnerships: Explain your firm's partnership concepts and give examples of other partnerships you have been involved in. Address the goals and objectives of the partnership and tell how your firm's experience with partnership programs will benefit the project, both in the long and short term.

B. Benefits: Address the benefits the owner will receive by selecting your firm as a partner in lieu of the conventional bidding method, i.e. reduced engineering, risk management, controlled project cost, inventory, quality control, continuity, handling of submittals. Explain each point.

C. Corporate Commitment: State your commitment to this project and explain your anticipated ongoing relationship with the City of Brook Park once the construction and commissioning phases have come to a close. Develop and explain your corporate commitment to service during both the construction phase and after project completion.

D. Problem Resolution Process: Address how your firm will staff, support, and respond to resolve issues relative to the project in a timely and efficient manner.

Technical Approach (Section III)

A. Project Management: Briefly describe your project management philosophy. Include any specific responsibilities, lines of communication, authority of the Respondent's management to control projects, typical procedures for identifying problems and preventing schedule setbacks and cost overruns. Include a sample timeline showing the necessary activities and schedules for implementation of this project.

B. Energy Savings Projections: The Respondent shall describe their approach to projecting the energy savings. Describe the methodology and processes used to project energy savings. Provide sample savings calculation with all supporting information. The sample energy calculations shall show energy cost, energy units, operating hours and all assumptions made. Savings estimates shall show how savings estimates take into account interactive effects and the overall impact on rates and prices from energy suppliers.

C. Operational Savings Projections: The Respondent shall describe their approach to projecting operational and maintenance savings. Describe the methodology and processes used to project operational and maintenance savings. Provide sample savings calculation with all supporting information. The sample operating calculations shall show labor/equipment units, operating hours and all assumptions made.

D. Utility Services Capabilities: Each Respondent shall submit information on their approach to assisting in the negotiation, tracking, budgeting, accounting, and administration of utilities used by the City.

E. Service and Training: Describe the Respondent's approach to operations and maintenance. Include capabilities of the Respondent for servicing electrical and mechanical equipment, procedures for handling emergencies, etc. Provide detailed information on training programs available to maintenance staff.

F. Types of Services: Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) offered for this project. Describe any special features, renewable technologies, or advanced technologies, that might be applicable to this project. Describe any special features or services associated with your compatibility (such as open systems) and/or standardization of equipment in the facilities which will be addressed. Describe the specific benefits your firm is offering in submitting this RFQ.

Financial Approach (Section IV)

A. Financial Approach: Describe any financing mechanisms, including sources and types of financing that could be used to finance improvements and maintenance operations over the term of the contract. Respondents shall be willing and able to facilitate the financing for this project in accordance with all-applicable Federal, State, and Local laws. The financing terms shall be limited to 15 years. Proposed financing shall allow early payment of the loan by the City. The City will consider different financing approaches that provide low interest rates and that do not reduce the City's bonding ability. Clearly identify advantages, disadvantages and relative costs associated with each financing method proposed.

Provide sample cash flow analysis for all financing terms proposed by the Respondent using anticipated effective interest rates and a three and one-half percent (3.5%) inflation rate.

The City retains the right to finance the project from its unencumbered cash reserves, grants or financial allocations that benefit the City.

B. Financial History of Respondent's Firm: Respondent's shall provide a copy of their most recent annual report and a copy of the current balance sheet. Publicly held companies should include a 10K or annual report. Provide State of Ohio's contractor license number, and Federal tax ID number. Provide financial statements on the parent company when the Respondent is not the parent company. Include any additional information that pertains to the financial soundness of the Respondents firm.

C. Bonding References: Provide the following information concerning your Company's bonding: Name of bonding agent, largest privately financed project in the last five years, state whether the Respondent's firm has had a bond invoked in the last five years, and state the total bonding capacity and bonding limit.

D. Alternative Funding Options: Describe any other financial tools that your firm can utilize to reduce the cost of implementation and increase the return on investment the City would realize. Provide sample calculations and examples to illustrate these methods.

Performance Documents (Section V)

A. Contract Documents: Provide a copy of the Respondent's contract documents that would be used for this project. Describe the contract language used to agree upon maintenance responsibilities, occupancy schedules, operational savings, and other responsibilities in the contract.

B. Savings Guarantee: The Respondent shall describe and provide their guarantee documents. Provide a description of the methodology, formulas and reporting to be used to measure energy and operating savings. Include any methods to be used to adjust for factors such as weather, change in use, or change in the structure.

C. Differentiation of Your Firm: Describe particular characteristics of how your firm approaches performance contracting.

D. Monitoring & Verification: Describe the methodology proposed for ongoing monitoring and savings verification of each recommended Energy efficiency measure, including the frequency of such efforts. Note if an industry standard, such as the International Monitoring and Verification Protocol, is used, and describe the preferred method.

Appendix (Appendices and Supporting Information)

Official Statement of Respondent: The RFQ submission must contain a statement to the following effect, signed by an individual authorized to bind the Respondent:

- The Respondent has read and agrees to the terms and conditions set forth in this RFQ.
- The terms and conditions set forth in the Submission will remain open for at least 120 days from the deadline for submission.

Submissions must be signed by a company official authorized to commit to such submissions. Failures to execute, sign, and submit this form together with all required copies of the Submission package will be a basis for disqualification.

Supporting Data: The Respondents are encouraged to organize any extended description of their proposal, experience, or other lengthy documents germane to the requested information in the Appendix. Any extended documents should be summarized in the main body of the proposal with supporting information included in appendices.

Section IV

Evaluation for Contractor Selection

Initial Evaluation

Each response will be reviewed prior to the selection process for completeness and adherence to the format. Each submission should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFQ. The executive summary of each response will be read to give an overview. All submissions will pass this initial screening of responses if all requested sections are included in the proper order and they have addressed all areas described in the RFQ. Emphasis shall be on completeness and clarity of content. Fancy bindings, colored displays, promotional material, etc., will receive no evaluation credit. Incomplete RFQ's and/or lack of adherence to format may disqualify respondent from further consideration.

Respondent Selection

The City will appoint a selection committee to formally evaluate each response. The evaluation process will grade the Respondents on their merit and responsiveness according to the following scoring matrix:

Criteria	Example	Score
Section I Background & Proposal (Maximum 10 Points)		
A. Firm Profile (2 points)	Provides name, business address, telephone number, contact persons, legal business classification	
B. Team Information (3 points)	Provides organization chart with key employees specifying names, job titles, and training (includes one-page resumes)	
C. References (5 points)	Includes minimum of three references for projects of similar size, scope, and complexity within Ohio. Describe project services provided, project cost, and benefits to owner. Include reference contact information	
Section II Partnering & Commitment (Maximum 20 Points)		
A. Partnerships (5 points)	Explains partnership concepts, addresses goals and objectives of partnerships, and how experience will benefit this project	
B. Benefits (5 points)	Addresses benefits Owner will receive	
C. Corporate Commitment (5 points)	States commitment to project and explains ongoing relationship with City of Brook Park	
D. Problem Resolution Process (5 points)	Addresses how firm will staff, support, and respond to resolve issues to the project in a timely & efficient manner	
Section III Technical Approach (Maximum 50 Points)		
A. Project Management (10 points)	Describes project management philosophy: specific responsibilities, lines of communication, procedures to identify problems, and sample timeline	
B. Energy Savings Projections (5 points)	Describes approach, methodologies, and procedures. Provides sample calculations showing energy cost, units, operating hours, and all assumptions	
C. Operational Savings Projections (5 points)	Describes approach, methodology, and processes used to project operational and maintenance savings	
D. Utility Services Capabilities (5 points)	Describes approach to assisting negotiations, tracking, budgeting, accounting, and administration of utilities used by the City	
E. Service and Training (15 points)	Describes approach to operations and maintenance, capabilities for servicing electrical and mechanical equipment, procedures for emergencies, and training programs	

F. Types of Services (10 points)	Summarizes scope of services and in-house operations, special features, and benefits of firm	
Section IV Financial Information (Maximum 10 Points)		
A. Financial Approach (3 points)	Willing and able to facilitate financing to be limited to 15 years includes early payment option and alternative financing approaches	
B. Financial History (2 points)	Provides a copy of firm's most recent annual report and current balance sheet. Publicly held companies to include a 10K or annual report. Provides information pertaining to the financial soundness of the firm	
C. Bonding Reference (3 points)	Provides information of firm's ability to provide a bond, bonding capacity and limit, and whether bond has been revoked in the last five years	
D. Alternative Funding Options (2 points)	Describes financial tools to reduce cost of implementation and increase ROI for the City; provides sample calculations	
Section V Performance Contract (Maximum 20 Points)		
A. Contract Documents (5 points)	Provide copy of contract documents used for the project, describe contract language	
B. Savings Guarantee (5 points)	Describes and provides guarantee documents, description of methodology, formulas, and reporting	
C. Differentiation (5 points)	Describes particular characteristics how firm approaches performance contracting	
D. Monitoring & Verification (5 points)	Describes methodology for M&V, preferred method, and frequency of efforts	
Appendix (Maximum 5 Points)		
Official Statement of Respondent	Provides signed statement agreeing to terms and conditions set forth in the RFQ and that submission will remain open for at least 120 days from deadline of submission	
Total		115

The evaluation process will also include verification of references, key project team members, confirmation of financial information, and may include other information as deemed important by the City.

Upon completion of the evaluation process the City will then enter into a formal letter of intent, **after City Council approval**, with the selected Respondent to proceed with a finalized detailed proposal, which may then lead to an Energy Performance Contract being negotiated.

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



DIRECTOR OF LAW

P/C 2-6-24 Finance
CA _____
1st R _____
2nd R _____
3rd R _____
4th R _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH THE TEAMSTERS UNION LOCAL 436,
AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City of Brook Park and the Teamsters Union Local 436, has been presented to Council; and

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 Teamsters Union Local 436, 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, city income tax fund no. 210, and administrative tax fund no. 215; theretofore appropriated for said purpose.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, such emergency existing for the further reason that the previous contract with Teamsters Union Local 436, expired on December 31, 2023; provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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

[Signature]

DIRECTOR OF LAW

AN AGREEMENT

BETWEEN

THE CITY OF BROOK PARK

AND

TEAMSTERS UNION LOCAL NO, 436

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

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CONTRACT

This Contract is made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and Teamsters Union Local No. 436 (hereinafter referred to as the "Union").

ARTICLE 1 **INTENT OF THE CONTRACT**

1.01 The Employer and the Union now desire to enter into a new Contract to supersede all previous Contracts, and to provide for the peaceful adjustment of any differences that may arise from time to time 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 Employer Service,

ARTICLE 2 **RECOGNITION**

2.01 The Employer recognizes the Union as the exclusive bargaining representative of all employees occupying the classifications of Administrative Assistants, Administrator of Office of Aging, Secretaries, Finance Clerk, Financial Analyst, Office Specialist, Assistant Superintendents, Superintendents, Assistant Service Director, Assistant Recreation Director, Assistant Building Commissioner, Inspectors, Program Coordinators, Community Center Supervisor, Deputy Tax Director, Assistant Deputy Finance Director, Information and Data Processing Specialist, and Information and Data Processing/LEADS Certified Specialist, Community Center Technician; but excluding Building Commissioner, Commissioner of Economic Development, Commissioner of Human Resources, Clerk of Courts, Assistant Finance Director, Directors, and all other employees,

ARTICLE 3 **UNION SECURITY**

3.01 The Employer agrees to deduct the regular monthly Union membership dues, initiation fees or re-initiation fees from the wages in the first paycheck of those employees who have voluntarily signed union dues deduction authorization forms permitting said deductions.

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.

If insufficient funds exist in the employee's first paycheck, the balance of the Union membership dues or the fair share fee shall be deducted from the employee's second paycheck.

3.02 A check in the amount of the total dues or fair share fees withheld shall be tendered to the treasurer of the Union within fifteen (15) days from the date of the deduction.

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

3.04 The Union shall certify the rate at which dues and fair share fees are to be deducted to the City Finance Director during January of each year.

3.05 Failure or refusal by an employee on grounds not provided by law to pay authorized dues or an automatic fair share fee shall be grounds for termination of employment.

ARTICLE 4 MANAGEMENT BY THE EMPLOYER

4.01 The Employer shall have the exclusive light to manage the operations, control the premises, direct the working force and maintain efficiency of operations, subject to the restrictions and provisions of this Contract governing the exercise of these rights. Among the Employer's management rights, but not by way of limitation, are the rights to hire, transfer, discipline and discharge for just cause, lay off and promote; to promulgate and enforce reasonable work rules; to reorganize, discontinue or enlarge any department, to introduce new equipment, methods of performing work, or facilities; to determine the size, duties and qualifications of the work force, the number of shifts required, and work schedules.

No new rule will be enforced until the Union has been notified and the rule posted seven (7) days before it is enforced.

ARTICLE 5 UNION RIGHTS

5.01 It shall not be a violation of this Contract nor a cause for discipline if any employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any lawful primary picket line, or refuses to do work customarily performed by primary striking members of another union which has a contract with the Employer, except that the Employer shall not be required to pay the wages of any such employee,

ARTICLE 6 SUBCONTRACTING

6.01 The Employer shall have the right to privatize or subcontract services provided that sixty (60) calendar days prior to such action, the Employer shall meet and confer with the Union, At such meeting, the Employer will disclose the nature and costs of the subcontract. When the Employer's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have thirty (30) calendar days to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency, and/or better quality of service genuinely equivalent to privatization or subcontracting, the Employer will accept the Union's alternative. The Union will have the right to grieve and arbitrate, pursuant to Article 25, the issue of whether or not its offer meets the above criteria. Provided, however, the Employer will not implement any subcontracting proposal until the arbitration process has been completed.

In the event the Union cannot successfully compete with the subcontractor, the Employer will make its best efforts to retain affected employees. In the event it is not feasible for the Employer to continue the employment of such affected employees, the Employer will submit the names of the affected employees to the subcontractor for consideration.

ARTICLE 7

NON-DISCRIMINATION

7.01 Both the Employer and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws and fair employment practice laws. Neither the Employer nor the Union will discriminate or show favoritism in any manner in the interpretation or application of this Contract on the basis of race, age, color, religion, national origin, sex or disability. Neither the Employer nor the Union will discriminate against any employee due to Union membership or non-membership or lawful Union activity.

ARTICLE 8

NO STRIKE/NO LOCKOUT

8.01 In conformance with the Ohio Revised Code Section 4117 et. seq., the Employer and Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Contract. It is the desire of the Employer and the Union to avoid work stoppages and strikes. Accordingly, neither the Union 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, picketing or interference in any other manner with the normal operations of the Employer for the duration of this Contract. Any disciplinary action taken as a result of a breach of this Section is subject to the grievance procedure up to arbitration.

8.02 Union Cooperation. The Union 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 Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, picketing or other interference with normal operations of the Employer is in violation of this Contract, unlawful and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

8.03 Lockout. The Employer shall not lock out any employees for the duration of this contract.

ARTICLE 9

STEWARDS AND UNION REPRESENTATION

9.01 Stewards. The Employer recognizes the right of the Union and employees to select stewards to aid in the enforcement of this Contract and to represent an employee, on request, in grievance meetings concerning the interpretation and application of this Contract.

9.02 The parties recognize that it may be necessary for a steward to leave his normal work assignment while acting in his capacity of a steward. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work in processing

grievances by stewards. Before leaving his assignment pursuant to this Section, the steward will notify his immediate supervisor and if necessary wait a reasonable length of time for a replacement.

The Employer will compensate a steward at his normal rate for the time spent in the good-faith processing of grievances through the second step, but only for such time expended during normal working hours,

9.03 Union Representation. Upon due notice to the Mayor or his representative, a staff representative of the Union shall be permitted to enter the Employer's premises or any work site during working hours, provided that such visitation does not unduly interfere with the work requirements of any employee or disrupt operations in any way.

9.04 Union stewards will be allowed to attend seminars and conferences and shall be allotted a total of eighty (80) hours total for attendance at such seminars and conferences.

ARTICLE 10 **SENIORITY**

10.01 Definition. Seniority shall be an employee's uninterrupted length of continuous service with the Employer in a job classification governed by this Contract. Length of service shall be computed from the last date of hire, provided however, that if any employee is rehired within one year from leaving employment, his/her seniority shall be calculated from the original date of hire.

10.02 Probationary Employees. New employees hired after the effective date of this Contract shall be on probation for one hundred eighty (180) days and shall not acquire seniority until one hundred eighty (180) days after their date of hire. During the probationary period, new employees shall have only those rights specifically provided under this Contract. If a probationary employee is discharged, only claims of discrimination may be taken up as a grievance. After the probationary period, an employee's seniority date will be his date of hire under this contract.

10.03 Break in Seniority. Seniority shall be broken only when an employee:

- (a) is discharged for just cause;
- (b) quits or resigns;
- (c) is laid off for a period of more than two (2) years, except that employees with less than two (2) years seniority shall have recall rights only for the same number of months as their seniority;
- (d) fails to report to work or notify of intent to return when recalled from layoff within ten (10) working days after issuance of notice sent to him by registered or certified mail to the last known address as shown on the Employer records; or
- (e) is absent without leave for three (3) or more consecutive days, unless proper excuse for the absence is shown; is absent without notice to the Employer on three or more occasions in one calendar year; or overstays a leave of absence, gives a false reason for a leave of absence or engages in other employment during a leave of absence.

10.04 Part-time Employees. Part-time, temporary or seasonal employees have no seniority rights.

10.05 Seniority List. The Employer will maintain and make available to the Union an accurate seniority list which shall include the date of hire, classification and rate of pay of each employee covered by this Contract.

10.06 Employees accepting management positions shall maintain and accrue seniority during such appointments up to a maximum of six (6) months. Such employee shall have reverting rights to his prior position.

ARTICLE 11 EXERCISE OF SENIORITY RIGHTS

11.01 Layoff. Whenever it becomes necessary because of lack of work or funds, or whenever it is advisable in the interests of economy or efficiency to reduce the working force of the Employer, the employee with the lowest amount of seniority within the classification affected shall be first laid off.

11.02 Bumping Rights. An employee whose job is closed down for any of the reasons enumerated in Section 1 above may exercise his seniority in a lower rated classification, provided the employee is qualified to perform the job under this contract.

11.03 Rate of Pay. When an employee exercises his bumping rights, he will be paid the rate of pay for the classification he bumps into.

11.04 Prohibition on Hiring. No new employees shall be hired into any affected classification while former employees on the current seniority list with adequate skill, ability and physical fitness to do and perform the work, and who have been laid off are willing and available to accept the job available.

11.05 Return Rights. The employee with the greatest amount of seniority within a classification who has bumped into a lower classification shall be entitled to his former classification whenever a vacancy in that classification occurs.

11.06 Recall. Employees shall be recalled in the reverse order of layoff within the affected classification. If an employee on layoff is unqualified or unable to perform the job available, the next most senior employee will be recalled. A laid-off employee unable to qualify for recall will retain his position on the recall list for the next available opening. Nothing in this Contract will prevent the employer from employing temporary employees while a recall is being effectuated up to a maximum of five (5) workdays. Employees shall have recall rights for two (2) years from the date of layoff.

11.07 Stewards. Preferential seniority shall be provided for the Union steward and he shall be retained in employment so long as there is work he can perform. Preferential seniority does not refer to seniority within a classification but is clarified to mean that the steward's seniority will be deemed to be at least one day more than any other employee in the lowest classification.

11.08 Notice Requirements. When reasonably possible, the Employer will give to regular full-time employees three (3) weeks' advance notice in writing of layoff, indicating the circumstances which make layoff necessary.

ARTICLE 12

LEAVE OF ABSENCE

12.01 Funeral Leave. A regular 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 spouse, mother, father, child (including step children) , brother, sister, mother-in-law or father-in-law, brother-in-law or sister-in-law, grandparent, grandchild or legal guardian within the family environment. The employee will be granted three (3) days' leave. To be eligible, the employee must notify the Employer in the manner it will establish, and attend the funeral. Failure to do so or misrepresentation of facts relating to funeral leave shall be grounds for disciplinary action. In the event of the death of a spouse, child or parent the employee shall be given a ten (10) day leave with pay. Employees may utilize sick leave for additional funeral leave.

12.02 Personal Leave. At the discretion of the Employer, a leave of absence, with or without pay, of up to thirty (30) days in any calendar year may be granted to an employee for any legitimate personal reason without loss of seniority.

12.03 Military Leave. An employee shall be granted an extended leave of absence without pay for military duty in accordance with law, and after discharge from the service shall be restored to employment with the Employer if so requested and in accordance with law.

12.04 Jury Duty Leave. An employee serving on jury duty will be excused with pay, less any compensation received for jury duty, for the time lost during his basic workweek provided he turns in to the Finance Director any pay received for such jury service and presents a receipt from the Finance Director to his supervisor.

12.05 Sick Leave.

- (1) Members of the bargaining unit and probationary employees shall be credited with sick leave, with pay, at the rate of 4.6 hours for every eighty (80) hours worked. Unused paid sick leave shall be cumulative and available for future use.
- (2) Upon retirement, an employee shall be entitled, as part of his final pay, to a lump sum payment of one half (1/2) of up to a maximum of 1,200 hours of the employee's accrued and unused sick leave. In the event of an employee's death prior to retirement, the employee's heirs and beneficiaries shall be entitled to said lump sum payment. 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.

12.06 Before an absence may be charged against accumulated sick leave, the Department Director may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated and paid for by the Employer. In any event, an employee absent for three (3) or more consecutive work days must supply a physician's report to be eligible for paid sick leave, unless waived by the Department Director.

12.07 The Department Director may require an employee who has been absent due to personal illness or injury prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

12.08 If an employee fails to submit adequate proof of illness or injury or in the event such proof as is submitted or upon the request of medical examination, the Department Director finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

12.09 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

12.10 Misuse of Sick Leave. Employees shall submit a signed statement on forms provided by the Employer to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name, address and phone number of the attending physician. An employee who is absent three (3) or more consecutive days, because of sickness or injury, will be required to present a doctor's certificate, or in the case of sickness or injury of less than three (3) days if an employee:

- (1) has a habitual absence record;
- (2) frequently takes sick leave for one (1) to three (3) days; and
- (3) has been notified in writing of these regulations. An employee will not be placed on the habitual list without first being informed of the problem. Also, the Union shall be notified prior to taking any such action.

12.11 Sick Leave Without Pay. After an employee has exhausted his/her sick leave with pay, he/she may, at the Employer's discretion, be granted a leave of absence not to exceed six (6) months because of personal illness, injury or pregnancy (including postpartum recovery periods). Such leave must be supported by satisfactory medical evidence that the employee has an illness, injury or pregnancy. If the illness, injury or pregnancy, as defined above, continues beyond the six (6) month period, the Employer may, at its sole discretion, grant additional sick leave upon request. Under no circumstances will an employee be permitted more than one year of sick leave without pay. It is the employee's responsibility to inform the Employer of his/her prognosis as circumstances allow.

12.12 Sick Leave with Pay. Employees may utilize paid sick leave for personal pregnancy leaves, actual illness or injury, confinement by reason of contagious sickness or visits to a doctor or dentist for medical care of the employee or member of his/her immediate family. For the purposes of sick leave, immediate family shall only include the employee's spouse, children and parents.

12.13 Benefit for Unused Sick Leave. Any employee who does not use any paid sick leave and who is not habitually tardy for a period of three (3) consecutive months shall be entitled to eight (8) hours of compensation. At the employee's option, this compensation is to be eight (8) hours of straight time placed into the employee's compensatory time bank or paid in cash in the first pay

period following each four month period. The cash payment shall be in a separate check and distinct from any other regular compensation. Approval of this benefit must be timely submitted by the department head to payroll. The consecutive month periods shall be:

January, February, March
April, May, June
July, August, September
October, November, December

12.14 Sick Leave Donation Program. Employees may donate up to eighty (80) hours of 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 serious illness or injury of the employee or a member of his or her immediate family. An employee may not donate paid 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.

ARTICLE 13

HOURS OF WORK

13.01 Workweek. The normal hours of work for regular full-time employees shall be forty (40) hours of work in five (5) eight (8) hour days, inclusive of the time allotted for meals. The Employer retains the right to set different hours or schedule additional shifts to meet changes in operation or emergencies. Provided that the Union shall be given seven (7) days' notice of such change and that the parties shall meet and discuss shift differential, if any. The Program Coordinator positions require a flexible schedule based on programming and operational needs as directed by the Director of Recreation.

13.02 Nothing above shall be construed as a guarantee of hours worked per day per week.

13.03 Employees who work a regular workday (i.e., eight (8) hours) shall be allowed not less than thirty (30) minutes for a scheduled lunch period. There shall be two (2) fifteen (15) minute rest periods during each shift of the workday. Said rest periods, to the extent practicable, will be scheduled during the middle of the shift, but they shall not be scheduled immediately before or after the meal period or at the start or end of the shift unless approved by the department director.

ARTICLE 14

WAGE AND CLASSIFICATIONS

14.01 General Classifications and Wage Rates.

a. Bargaining unit employees shall receive a 3.25% increase in base wages for 2024, a 3.25% increase in base wages for 2025, and a 3.0% increase in base wages for 2026. Employees classified above and covered by this Contract shall be paid according to the chart below. Along with the employee contribution reopener in Sections 19.01 - 19.04, and longevity pay in Section 15.01

Year	2024		
Position	Start	6 Months	1 Year
Administrative Assistant	\$66,384.87	\$69,150.89	\$72,032.19
Admin / Office of Aging	\$54,532.95	\$56,805.17	\$59,172.05
Secretaries	\$54,532.95	\$56,805.17	\$59,172.05
Finance Clerk	\$54,532.95	\$56,805.17	\$59,172.05
Financial Analyst	\$60,122.60	\$62,627.71	\$65,237.19
Office Specialist	\$47,605.85	\$49,589.42	\$51,655.65
Assistant Superintendents	\$33.26	\$34.64	\$36.08
Superintendents	\$74,857.55	\$77,976.61	\$81,225.63
Assistant Service Director	\$76,675.86	\$79,870.68	\$83,198.62
Assistant Building Commissioner	\$91,134.72	\$94,932.01	\$98,887.51
Inspector	\$74,106.11	\$77,193.87	\$80,410.29
Program Coordinators	\$72,084.97	\$75,088.52	\$78,217.19
Assistant Recreation Directors	\$72,084.97	\$75,088.52	\$78,217.19
Community Ctr. Supervisor	\$54,496.82	\$56,767.51	\$59,132.83
Community Ctr. Technician **	\$54,496.82	\$56,767.51	\$59,133.87
Deputy Tax Director	\$76,329.20	\$79,509.59	\$82,822.49
Assistant Deputy Finance Director	\$57,259.63	\$59,645.44	\$62,130.66
Information & Data Processing Specialist	\$51,611.61	\$53,762.10	\$56,002.19
Information & Data Processing Specialist / LEADS Certified Specialist	\$51,611.61	\$53,762.10	\$56,002.19

Year	2025		
Position	Start	6 Months	1 Year
Administrative Assistant	\$68,542.37	\$71,398.30	\$74,427.26
Admin / Office of Aging	\$56,305.27	\$58,651.33	\$61,095.14
Secretaries	\$56,305.27	\$58,651.33	\$61,095.14
Finance Clerk	\$56,305.27	\$58,651.33	\$61,095.14
Financial Analyst	\$62,076.58	\$64,663.11	\$67,357.40
Office Specialist	\$49,153.04	\$51,201.07	\$53,334.46
Assistant Superintendents	\$34.34	\$35.77	\$37.25
Superintendents	\$77,290.42	\$80,510.85	\$83,865.46
Assistant Service Director	\$79,167.82	\$82,466.48	\$85,902.58
Assistant Building Commissioner	\$94,096.60	\$98,017.31	\$102,101.36
Inspector	\$76,514.56	\$79,702.67	\$83,023.63
Program Coordinators	\$74,427.73	\$77,528.90	\$80,759.25
Assistant Recreation Directors	\$74,427.73	\$77,528.90	\$80,759.25
Community Ctr. Supervisor	\$56,267.96	\$58,612.45	\$61,054.65
Community Ctr. Technician **	\$56,267.96	\$58,612.45	\$61,055.72
Deputy Tax Director	\$78,809.90	\$82,093.66	\$85,514.22
Assistant Deputy Finance Director	\$59,120.57	\$61,583.92	\$64,149.90
Information & Data Processing Specialist	\$53,288.99	\$55,509.37	\$57,822.26
Information & Data Processing Specialist / LEADS Certified Specialist	\$53,288.99	\$55,509.37	\$57,822.26

Year	2026		
Position	Start	6 Months	1 Year
Administrative Assistant	\$70,598.65	\$73,540.25	\$76,660.07
Admin / Office of Aging	\$57,994.43	\$60,410.87	\$62,927.99
Secretaries	\$57,994.43	\$60,410.87	\$62,927.99
Finance Clerk	\$57,994.43	\$60,410.87	\$62,927.99
Financial Analyst	\$63,938.88	\$66,603.01	\$69,378.12
Office Specialist	\$50,627.63	\$52,737.10	\$54,934.50
Assistant Superintendents	\$35.37	\$36.84	\$38.37
Superintendents	\$79,609.13	\$82,926.17	\$86,381.43
Assistant Service Director	\$81,542.86	\$84,940.47	\$88,479.66
Assistant Building Commissioner	\$96,919.49	\$100,957.82	\$105,164.40
Inspector	\$78,809.99	\$82,093.75	\$85,514.34
Program Coordinators	\$76,660.56	\$79,854.77	\$83,182.03
Assistant Recreation Directors	\$76,660.56	\$79,854.77	\$83,182.03
Community Ctr. Supervisor	\$57,956.00	\$60,370.83	\$62,886.29
Community Ctr. Technician **	\$57,956.00	\$60,370.83	\$62,887.39
Deputy Tax Director	\$81,174.20	\$84,556.46	\$88,079.65
Assistant Deputy Finance Director	\$60,894.19	\$63,431.43	\$66,074.40
Information & Data Processing Specialist	\$54,887.66	\$57,174.65	\$59,556.93
Information & Data Processing Specialist / LEADS Certified Specialist	\$54,887.66	\$57,174.65	\$59,556.93

14.02 Pay Days. The Employer will pay every other Friday.

14.03 The Employer will make appointments to classifications from the eligibility list where it exists. Employees appointed to temporary assignment duties will be taken from the existing list, if any.

14.04 An employee who serves more than one (1) year in a classification on a temporary assignment will be given a permanent job position provided he has complied with all Civil Service requirements.

ARTICLE 15

LONGEVITY PAY

15.01 Each full-time employee of the Employer shall be entitled to longevity pay as a bonus to his annual salary. Longevity will be paid annually by the end of the month of which the employee reaches their anniversary date. Longevity Pay is to be calculated as follows:

For each five (5) consecutive years of full-time continuous service the amount of two hundred (\$560.00) dollars to a maximum of one thousand (\$3400.00) dollars, Any periods of continuous part-time service immediately prior to or between periods of full-time service shall be computed pro rata based on a forty (40) hour work week, but shall not be considered a break in continuity.

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 - \$3,400.00

15.02 Each full-time employee shall be entitled to a cost of living allowance, as a bonus to his annual salary, payable on or about December 1st of each calendar year in the amount of two hundred (\$200.00) dollars, except those employees with less than one (1) year continuous full-time service who shall, as of the date of payment, receive sixteen dollars and fifty cents (\$16.50) per month for each month of continuous full-time employment.

15.03 Any full-time or part-time employee who resigns his employment with the Employer shall forfeit all accumulated longevity time. Under no circumstances shall previously accumulated longevity time of an employee who has resigned his employment with the City, be placed to his credit upon his re-employment.

ARTICLE 16

OVERTIME

16.01 Authority of the Employer. The Employer shall be the sole judge of the necessity for overtime, to determine weekly and daily work schedules and the number of shifts required.

16.02 Weekly Overtime. Non-exempt employees shall receive time and one-half their regular rate of pay for all hours worked in excess of forty (40) hours in any one (1) week. Overtime will be computed by including all items such as longevity and cost of living. Holiday pay shall be counted as eight (8) hours worked in computing eligibility for weekly overtime. Sick leave shall be counted as time worked when computing overtime unless the employee has been notified that they are abusing sick time. In this case, sick time will not be used in the calculation of overtime. Exempt employees may be granted compensatory time at the sole discretion of the Mayor.

16.03 Compensatory Time. Non-exempt employees shall be eligible to receive either compensatory time or overtime at the rate of time and one-half as noted above. The employee compensatory time system will be set up as a two-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 one hundred twenty (120) 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.

16.04 Compensatory Time Cash Outs. 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 one hundred twenty (120) hours of compensatory time to either be utilized or paid as follows:

- (a) (B) bank compensatory time not utilized and approved by the Employer will be paid out and the account paid to a zero (0) balance pursuant to the compensatory cash out schedule below.
- (b) The first compensatory time cash out will be in July of each year. Employees must submit their accrued, but unused (B) bank compensatory time by June 30th of each year.
- (c) The second compensatory time cash out will be in January of the following year. Employees must submit their accrued, but unused, (B) bank compensatory time between January 1st and January 15th of the following year.
- (d) Payouts of accumulated compensatory time requested from January 1st through January 15th (the second compensatory time cash out period) shall be non-pensionable as set forth in Ohio Administrative Code Section § 145-1-26(G)(1).

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

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

16.05 Previously Accrued Compensatory Time. Employees who currently have more than one hundred twenty (120) hours of compensatory time in the (A) bank and one hundred twenty (120) hours of compensatory time in the (B) bank will not be eligible to receive additional compensatory time and must receive overtime pay until one of the compensatory time "banks" is reduced to below its respective hour limits.

16.06 Holiday Pay When an employee is assigned to a regular or standard shift and such employee works on an actual holiday, as noted in Article 17, that employee shall receive double time and one-half (2-1/2) pay for all hours worked. Employees who are required to work on an observed holiday shall be paid time and one-half (1-1/2) their straight-time pay for all hours worked.

16.07 Call-in Pay. If an employee is called in to work at a time when he is not scheduled to work, he will be compensated at one and one-half (1-1/2) times the rate provided above for hours worked, including shift premium, but in no event for less than two (2) hours, providing such time does not abut the employee's work day.

16.08 Equalization of Overtime. For the purpose of equalization of overtime employees refusing to work overtime will be charged overtime as if they had worked it. *All* overtime hours will be posted on a bi-weekly basis.

16.09 Overtime Procedure. Employees shall be permitted to sign up for possible overtime work on weekends for either Saturday or Sunday, and such employees will be selected for such overtime based upon availability of work, seniority and skill and ability.

In the event there is a need for non-emergency overtime, employees will be selected based upon seniority. If a situation exists where non-emergency overtime must be performed and all employees who are asked refuse, the Employer may assign the overtime based upon reversed seniority (least senior employee first)

ARTICLE 17

HOLIDAYS

17.01 Holidays. All regular full-time employees shall be entitled to ten (10) paid holidays as follows:

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Juneteenth (Floating – Personal Hours)
Labor Day	

17.02 Eligibility. To be entitled to holiday pay, an employee must work the last scheduled regular workday preceding the holiday and the first regular scheduled workday following the holiday unless his absence is excused because of bona fide illness, injury or funeral leave.

17.03 Vacation. If a holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of holiday, either at the beginning or end of the vacation period.

17.04 If any of the above holidays falls on a Saturday or Sunday, the following Monday shall be observed as the holiday.

17.05 Each full-time employee shall also receive sixteen (16) personal hours. Time off for those personal hours shall be taken in accordance with departmental rules.

ARTICLE 18

VACATIONS

18.01 Vacations. All regular full-time employees shall be granted the following vacation leave with pay for each year based upon their length of service with the Employer. Vacations shall be taken at a time mutually convenient to the Employer and employee based upon the operational needs of the Employer.

<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

18.01(a) All employees receiving 6 weeks of paid vacation shall have the option of receiving cash for one (1) vacation week per year. Payment for this week of vacation shall be paid concurrent with the first pay day in December of each year. An employee wishing to utilize this option must notify their department director or commissioner upon the completion of the normal vacation selection process.

18.02 Pay. Compensation shall be computed on the basis of the employee's regular rate of pay times forty (40) hours for each week of vacation.

18.03 When Taken. The vacation period shall extend from January 1st to December 31st of each year. The Employer will not pay additional compensation in lieu of vacation leave except as set forth in 18.01(a), above.

Vacation time shall be taken in the calendar year it is accrued, except that bargaining unit members may elect to roll over up to eighty (80) hours of previously accrued vacation leave to the proceeding calendar year. Accrued, but unused, vacation time in excess eighty (80) hours shall be forfeited.

18.04 Vacation Application. During the month of January of each year, employees will be given an opportunity to indicate on a form supplied by the Employer their vacation leave preferences. All forms will be due February 15, and promptly thereafter the Employer will post a vacation schedule giving priority to employees according to classification, seniority and consistent with operational requirements. Any employee who fails to make his vacation application during January will be assigned a vacation time without regard to seniority based upon when his application was made. Once the schedule is posted, it cannot be changed without the written consent of the Employer and of the employees involved.

ARTICLE 19

HOSPITALIZATION

19.01 Healthcare. The Employer will provide and pay for 85% of the premium for the lower deductible plan and 90% of the premium for the higher 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.

19.02 Dental Insurance. The Employer will provide each member of the Division dental insurance coverage under the current plan or a substantially similar plan. The Employer will pay the equivalent of the premium for employee and family coverage and orthodontia coverage, per existing plan.

19.03 Vision Care. The Employer shall provide a vision care program through the current program or a substantially similar program.

ARTICLE 20

LIFE INSURANCES

20.01 The Employer will provide all regular full-time employees with a convertible life insurance policy in the face value of Twenty-five Thousand Dollars (\$25,000.00)

20.02 Paid up Life Insurance. The Employer will provide a paid-up life insurance policy in the face amount of Five Thousand Dollars (\$5,000.00) for each employee classified herein upon such employee's retirement.

ARTICLE 21

PENSION AND UNEMPLOYMENT

21.01

- (a) P.E.R.S. The Employer will make all contributions required by law to the Public Employees Retirement System and the State of Ohio Unemployment Compensation Fund on behalf of all employees classified and covered by this Contract.
- (b) Pension "Pick Up" Payments. Within a reasonable period from the ratification of this Contract, the Employer shall initiate a pension "pick up" plan. Specifically, the employees' gross salary shall be reduced by the full amount of said contribution. The employees' contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by employees prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Public Employees Retirement System pension fund benefit calculations (PERS), and for the purposes of the parties in fixing salaries and compensation of employees as set forth in this Contract. The Employer's contribution to PERS will be calculated on the full salary of members before the pickup is deducted from gross salary.
- (c) The Employer will continue to reimburse retirees and/or their surviving spouse, who retired prior to January 1, 2012, on a semi-annual basis, for the health insurance premium that is deducted monthly from the PERS stipend on behalf of the retiree and/or his surviving spouse only. The maximum annual reimbursement to retirees who retired prior to January 1, 2012 shall not exceed the amount of annual reimbursements received by the retiree in 2011. Those retirees and/or their surviving spouses who retire in 2012 prior to August 1, 2012 shall receive the healthcare reimbursement on the same terms as those who retired prior to January 1, 2012. If a retiree ceases to participate in the state offered health care plan or elects or is mandated to an alternative plan (i.e. Medicare or other supplemental insurance) the retiree shall no longer be eligible for any reimbursement. No other employees or retirees retiring on or after August 1, 2012, are eligible for any reimbursement toward healthcare under this paragraph.

ARTICLE 22

SAFETY COMMITTEE

22.01 Safety Committee is hereby established with two (2) employees from the bargaining unit appointed by the Mayor. The Safety Committee shall meet once in each calendar quarter to review the safety status of Employer equipment and write up any safety defects which appear to need repair. Another of the functions of the Safety Committee will be to encourage employees to engage in safe conduct in their daily operation and to be safety conscious.

22.02 Each employee shall be required to write up any complaints about equipment with which such employee works and provide a copy to his immediate supervisor and a copy to a Union member of the Safety Committee. Failure to note any safety defects may be cause for disciplinary action.

ARTICLE 23

AUTOMOBILES

23.01 Any employee assigned to a car to drive must drive the car him/herself. Any employee assigned to drive a car who gives authorization to another to drive the car, without the prior approval of the Supervisor, shall be subject to disciplinary action for the first offense. Any subsequent offense shall be reason for dismissal. This section shall apply to the offending car and any other employee who drives a car without the prior approval of the Supervisor.

ARTICLE 24

DISCIPLINE

24.01 Discipline. An employee who is suspended, demoted or discharged shall be given written notice as soon as practicable regarding the reason for the disciplinary action. In the case of suspension or discharge, the employee shall be advised that he has the right to have his steward present and confer with him prior to leaving the premises and this matter shall be referred to Step 3 of the grievance procedure.

ARTICLE 25

GRIEVANCE/ARBITRATION PROCEDURE

25.01 Grievance. A grievance is a dispute or difference between the Employer and the Union or the Employer and an employee, concerning the interpretation or application of any provision of this Contract.

25.02 Grievance Procedure.

- (A) Step 1. An employee who has a grievance may take it up orally with his immediate supervisor, which shall mean the department head, either alone or with his steward, within five (5) working days after the events occur which give rise to the grievance or when the grievant knew or when he/she should have reasonably known of the event giving rise to the alleged grievance. The department head will respond orally or in writing within five (5) working days after the grievance is presented to him.
- (B) Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing with details and remedy requested and submitted to the Commissioner of Human Resources on forms provided by the Employer within five (5) working days after receipt of the Step 1 answer. The Commissioner will meet with the employee and with representatives of the Union within five (5) working days of the receipt of the grievance.
- (C) Step 3. If the grievance is not satisfactorily settled at Step 2, the employee may appeal in writing to the Mayor on forms provided by the Employer within seven (7) working days of the receipt of the Step 2 answer. The Mayor, or his designee, shall respond in writing within seven (7) working days of the receipt of the appeal.
- (D) Step 4. If the grievance is not satisfactorily settled at Step 3, the Union may request that the grievance be submitted to arbitration within fifteen (15) working days of the Step 3 answer.

Upon notice of request to arbitrate, the parties will select an arbitrator from the following panel of arbitrators: James Mancini and David Pincus. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

25.03 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.

25.04 Policy Grievance. A grievance which affects a substantial number of employees may be initiated at Step 2 of the Grievance Procedure.

25.05 Authority of Arbitrator. The arbitrator shall have jurisdiction only over disputes arising out of grievance as to the interpretation and/or application of the provisions of this Contract. The arbitrator shall have no power or authority to add to or subtract from or modify in any way the provisions of this Contract, or to make an award in conflict with law.

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

ARTICLE 26 LABOR-MANAGEMENT COMMITTEE

26.01 It is agreed by and between the Employer and the Union 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.

26.02 The Labor-Management Committee shall consist of the Mayor or his designated representative and two representatives of the Union. 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.

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

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

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

ARTICLE 27 MISCELLANEOUS

27.01 Disciplinary Notice. A disciplinary notice may remain in an employee's Personnel Folder for two (2) years for a suspension and eighteen (18) months for a verbal or written disciplinary notice.

27.02 Contract Handbooks Contract handbooks will be distributed to Union members no later than four (4) months from the date of signing of contract.

27.03 The Employer will pay for all necessary Hepatitis prevention and rabies vaccinations upon request of the employee.

27.04 Disciplinary/Substance Abuse Policy. The Employer and Union shall maintain a substance abuse policy.

27.05 Suits Against Employees. The Employer shall provide legal counsel and pay all expenses for the defense of any claim or suit brought against any employee arising from or because of any action or inaction by such employee actually or allegedly committed in the scope of employment. The Employer shall indemnify and hold harmless all employees for any liability arising from or because of any claim or suit brought against an employee because of any action or inaction by the employee within the scope of employment. This provision shall not apply where an employee is found by a trier of fact to have acted outside the scope of employment and/or in a willful, wanton or malicious manner, and in such case, the employee shall indemnify and reimburse the Employer for all damages, costs and expenses, including attorney fees.

27.06 Credit Union Deductions. The City agrees that upon receiving a valid written deduction request form from an employee in the bargaining unit, it will deduct from earnings due the employee the amount requested and remit such amount to Ohio Teamsters Credit Union, 6100 Rockside Woods Blvd., Ste. 150, Independence, Ohio 44131, with the names of the employees requesting such deduction and the amounts deducted, provided that the City shall cease deductions on the behalf of an employee when so requested in writing by the employee and provided it is understood and agreed that the City has no responsibility for connection with or control over the Ohio Teamsters Credit Union.

27.07 Internal Posting of Vacancy In the event the City intends to fill a vacant bargaining unit position, the position shall be posted for up to one week internally before it is posted externally. Bargaining unit members who believe they are qualified for the vacant position may submit an application to the City's Human Resources Commissioner.

Nothing in this section shall require the City to hire, transfer, or promote a bargaining unit member to a vacant position instead of filling the vacant position with an external candidate.

ARTICLE 28 **SAVINGS CLAUSE**

28.01 Severability. Should any provision of this Contract be deemed illegal pursuant to any present or future law, such provision shall be deemed separate and distinct from the remainder of this Contract and shall not invalidate the remaining parts. In the event some provision is declared unlawful, the Employer and Union, upon request of either party, shall promptly meet to negotiate a lawful alternative provision.

ARTICLE 29 **CLOTHING ALLOWANCE**

29.01 Effective in 2017, the City will provide a uniform to any employee required to wear one as part of his/her position. The Community Center Technician will receive \$950.00 in 2024 and will receive \$1,100.00 in 2025 and thereafter.

ARTICLE 30 **EDUCATION REIMBURSEMENT**

30.01 The Employer shall reimburse each Union member for classes taken for work-related courses up to a maximum of \$1,000.00 per year.

ARTICLE 31

TRANSITIONAL WORK POLICY

31.01 All employees shall be subject to the Employer's Wage Continuation/Transitional Work Policy which will be kept on file in the Human Resources Department.

ARTICLE 32

OBLIGATION TO NEGOTIATE

32.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

32.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement. This Agreement represents the entire agreement between the Employer and the Union.

32.03 Modifications of this Agreement may be made only by mutual agreement of the parties. The party proposing to modify the Agreement shall so notify the other in writing. Within thirty (30) days thereafter, the parties shall meet to discuss the proposed modification.

ARTICLE 33

TOTAL AGREEMENT

33.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, or applicable arbitration decisions, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer. The wages, hours, terms and conditions of employment in this Agreement supersede any related Ohio laws, including specifications under or related to those laws.

ARTICLE 34

DURATION OF CONTRACT

34.01 This Contract represents the complete Contract on all matters subject to bargaining between the Employer and the Union. It shall become effective January 1, 2024, and shall remain in full force and effect until December 31, 2026, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives written notice to the other of an intent to negotiate on any or all provisions. If such notice is given, negotiations shall be promptly commenced with a view to arriving at a new Contract prior to the expiration of this Contract. This Contract supersedes any other previously agreed to Contract.

34.02 Effective for the duration of this Agreement, any wage or benefit that is given or awarded to any other collective bargaining unit shall be offered to the Teamsters Union Local 436,


This Contract is signed this _____ day of _____, 2024

City of Brook Park:

Teamsters Union Local No. 436:

Edward A. Orcutt, Mayor

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 ALL ACTIONS NECESSARY TO
ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)
2024 ENERGIZED COMMUNITY GRANT(S) FUND,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park, County of Cuyahoga, Ohio (the "Grantee") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2024 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the Grantee has previously entered into a Grant Agreement with NOPEC, Inc., to receive one or more NEC Grant(s); and

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

SECTION 1: The Council of the Grantee (the "Council") finds and determines that it is in the best interest of the Grantee to enter into the Grant Agreement to accept the NEC Grant(s) for 2024 in the amount of \$39,603.00 and authorize the Mayor to execute the Grant Agreement to accept the NEC Grant(s) funds.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to 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 actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This 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 to accept NOPEC's grant(s) for 2024; therefore, provided this Ordinance receives the affirmative vote of at least (5) members elected to Council, it shall take effect and be in force

immediately upon its passage and approval by the Mayor; otherwise,
from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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

DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

RESOLUTION NO. _____

INTRODUCED BY: MAYOR ORCUTT

A RESOLUTION
ACCEPTING THE RECOMMENDATIONS
OF THE HOUSING COUNCIL ON THE CITY OF BROOK PARK'S
COMMUNITY REINVESTMENT AREA (CRA) AGREEMENTS,
AND DECLARING AN EMERGENCY

WHEREAS, Council has received and reviewed the recommendations of the City's CRA abatements from the Housing Council; and

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

SECTION 1: The Council of the City of Brook Park hereby approves the following recommendations for the City's CRA Agreements made by the Housing Council:

All of the following CRA properties were determined to be in compliance:

5171 West 148th Street
5187 West 148th Street
16330 Snow Road
5250 West 137th Street
4985 West 150th Street
18301 Brookpark Road
6445 Terre Drive
5340 West 161st Street
5475 Engle Road
16025 Brookpark Road
6373 Leslie Drive
15615 Southway Drive
6509 Michael Drive
6091 Smith Road
6355 Sylvia Drive
14755 Snow Road
5320 West 140th Street

16400 Brookpark Road
5211 West 149th Street
14000 Keystone Pkwy
5340 West 161st Street
13930 Brookpark Road
6313 Engle Road
6212 Eavenson Road
6433 Grosse Drive
6363 Lockhaven Drive
14205 Park Drive
21388 Sheldon Road
6538 Burton Drive
5221 West 164th Street
16236 Hummel Road
6450 Smith Road
16005 Southway Court
14571 Snow Road

SECTION 2: The Clerk of Council is directed to transmit a certified copy of this Resolution to: Ohio Development Services Agency, 77 South High Street, P.O. Box 1001, Columbus, OH 43216-1001, (Attn: John Wickham).

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

1/16/24 Legislative
1st R _____
2nd R _____
3rd R _____

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE ACCEPTANCE OF THE DONATION FROM ROMEO'S PIZZA,
AND DECLARING AN EMERGENCY

WHEREAS, the local branch of Romeo's Pizza was kind and generous and participated in a recent Firefighter Pizza campaign; and

WHEREAS, during the campaign, for every specialty pizza, which was created for this event that was purchased, a donation was set aside for our Fire Department;

WHEREAS, a total of \$840.00 was raised by Romeo's Pizza to donate to the Brook Park Fire Department; and

WHEREAS, these funds shall be used to benefit the hard working members of the Brook Park Fire Department for needed equipment and safety gear as determined by the Chief of Fire.

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

SECTION 1: The City of Brook Park, its Fire Department, Council and Mayor wish to thank Romeo's Pizza for their generous donation and hope that the residents continue to support this local business.

SECTION 2: The Director of Finance is authorized to deposit funds into Fund Number 100.

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

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

reason to allow the City to accept this donation from Romeo's Pizza for the Fire Department; therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

10 1/16/24 Legislative
1st R _____
2nd R _____
3rd R _____

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE ACCEPTANCE OF THE FIREHOUSE SUBS PUBLIC SAFETY
FOUNDATION GRANT,
AND DECLARING AN EMERGENCY

WHEREAS, Firehouse Subs Public Safety Foundation Board of Directors has generously awarded the Brook Park Fire Department a grant valued up to \$25,405.92; and

WHEREAS, the Mayor and City Council wish to thank Lieutenant David McCarthy and Chief Mark Higgins for applying for the grant;

WHEREAS, these funds shall be used to purchase 2,800 feet of 5 inch supply hose at the exact cost listed as the grant total.

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

SECTION 1: The City of Brook Park, its Fire Department, Council and Mayor wish to thank Firehouse Subs Public Safety Foundation Board of Directors for their generous grant and hope that the residents continue their support of the Firehouse Sub restaurant brand.

SECTION 2: The Director of Finance is authorized to accept the funds via ACH transfer of \$25,405.92 from Firehouse Subs Foundation to Fund Number 401.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for reason to allow the City to accept this grant from Firehouse Subs

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

PASSED: _____


PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AMENDING SECTION 153.09
OF THE BROOK PARK CODIFIED ORDINANCES,
ENTITLED 'BONDS.'
AND DECLARING AN EMERGENCY

WHEREAS, Ohio Revised Code §3.061 was effective April 12, 2021; and

WHEREAS, said statute provided a legislative alternative for political subdivisions regarding employee malfeasance, dishonesty, and faithful performance of duty insurance coverage; and

WHEREAS, said statute authorized a singular policy of insurance coverage rather than an itemized list of covered employees and a Blanket Bond for all other employees; and

WHEREAS, current legislation requires the City of Brook Park to provide Performance Bonds for the Finance/Tax Director (\$50,000.00) and the Clerk of Courts (\$10,000.00) and a Blanket Policy for all other employees; and

WHEREAS, the City has secured insurance coverage consistent with Ohio Revised Code §3.061 and shall be able to reduce incurred annual premium costs by eliminating the two employees noted above who are currently covered by Performance Bond as well as three (3) additional City Employees also covered by individual Performance Bonds; and

WHEREAS, the City seeks to eliminate the requirement for individual Performance Bonds and move forward with a General Dishonesty and Faithful Performance of Duty Policy for all city employees.

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

SECTION 1: Section 153.09 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 7896-1993, passed December 21, 1993, and amended by Ordinance No. 9333-2006, passed December 19, 2006, and amended again by Ordinance No. 9917-2014, passed June 3, 2014 and reading as follows:

153.09 BONDS.

- (a) The following persons shall be bonded in the respective amounts indicated:

<i>Officers</i>	<i>Bonds</i>
(1) Finance/Tax Director	\$50,000
(2) Clerk of Courts	10,000

- (b) Effective January 1, 1966, all officers and employees of the City, not specifically required to furnish an individual bond, shall be covered by a blanket bond, which bond shall indemnify against losses through one of the following one of the following conditions:

- (1) The failure of such officers and employees covered thereunder to faithfully perform their duties or to account properly for all moneys or property received by virtue of their positions or employment;
- (2) Fraudulent or dishonest acts committed by the officers and employees covered thereunder.

Any such blanket bond shall be approved as to its form and sufficiency of the surety by the Solicitor. The premium of any such blanket bond shall be paid by the City as provided in Ohio R. C. 3929.17.

SECTION 2: Former Section 153.09 of the Brook Park Codified Ordinances as enacted by Ordinance No. 7896-1993, passed December 21, 1993, and amended by Ordinance No. 9333-2006, passed December 19, 2006, and amended again by Ordinance No. 9917-2014, passed June 3, 2014 is hereby expressly repealed.

SECTION 3: Brook Park Codified Ordinance §153.09 is hereby amended to read as follows:

153.09 BONDS.

- (a) All employees shall be covered by a General Dishonesty and Faithful Performance of Duty Insurance Policy effective with final passage of the within Ordinance.

- (b) The Law Director shall review and approve the Policy as to its form and sufficiency of the Surety.

- (c) The premium shall be paid by the City pursuant to Ohio Revised Code §3929.17.

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

SECTION 5: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to amend Section 153.09; therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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

DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
RETAINING AND EMPLOYING THE
LAW FIRM OF WELTMAN, WEINBERG & REIS, CO., LPA TO ACT AS
CO-COUNSEL WITH THE LAW DIRECTOR IN COLLECTIONS,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park may employ attorneys to provide professional and legal services, acting as co-counsel with the Law Director; and

WHEREAS, the City has specialized issues, requiring specialized, technical and legal assistance in legal collection issues for the Tax Department; and

WHEREAS, the results of these matters will have a very significant fiscal and operational impact on the City; and

WHEREAS, the City has determined that certain technical, professional and legal assistance will enable it to participate more effectively in these matters.

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

SECTION 1: That the law firm of Weltman, Weinberg, & Reis, Co, LPA, is hereby retained to represent the City in all matters concerning legal tax collection, as further described in the contract attached as Exhibit "A".

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

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason hire the law firm of Weltman, Weinberg & Reis, Co., LPA; therefore this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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

DIRECTOR OF LAW



COLLECTION AND LEGAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 2023 between the City of Brookpark (hereafter referred to as "Client") with its principal place of business at 6161 Engle Rd., Brook Park, OH 44142 and Weltman, Weinberg & Reis Co., L.P.A. (hereafter referred to as "Weltman"), with its principal place of business at 965 Keynote Circle, Cleveland, Ohio 44131, hereafter referred to as "parties".

In consideration of the mutual promises and commitments set forth herein of which is hereby acknowledged the parties agree as follows:

RECITALS

WHEREAS, Client has matters that require collection and/or legal services;

WHEREAS, Weltman is a law firm comprised of attorneys and support staff, which enables Weltman to practice law and perform collection activity;

WHEREAS, Weltman provides collection, legal, probate and bankruptcy representation nationally through its own offices and firm attorneys in Illinois, Indiana, Kentucky, Michigan, Ohio, New Jersey and Pennsylvania (hereafter referred to as "Footprint States") and provides legal representation outside of its Footprint States through attorneys it retains and supervises (hereinafter referred to as its "Network Attorneys"). There may be instances of variation on the above-defined "Footprint States" in Fee Schedules attached herein; this will be dependent on types of matters referred for collection, legal, probate or bankruptcy services.

The parties agree as follows:

ARTICLE I

Scope of Agreement

1.1 Placement of Matters for Services: Client will, from time to time, on a non-exclusive basis, place with Weltman certain matters for collection and legal services. Client warrants that to the best of its knowledge the information on the matters is correct and that the obligations are properly due and owing. Client will advise Weltman, at time of placement, if any matters placed for services have previously been involved in litigation and/or if the Client is aware of attorney representation.

1.2 Method of Placement: Client will advise Weltman if matters placed for services will be provided manually or electronically. If manual, Client agrees to utilize one of Weltman's standard spreadsheet layouts, where applicable. If electronic, Client will advise Weltman the type of system used along with applicable Partner Plan and file layout (e.g. NeuAnalytics, YGC, Alm Latitude) and agrees to an introductory onboarding meeting.

1.3 Documentation: Client will timely provide Weltman with the documentation required by Weltman to support the matter conveyed in a manner mutually acceptable to both parties. Client will refer to Weltman any correspondence or documentation it receives on a matter assigned to Weltman. Supporting documentation on new matters will be forwarded as soon as practical. Weltman retains the right to close or dismiss and close any matter for which the client fails to timely provide the necessary documentation to support the collection or litigation process.

1.4 Matter Handling Procedure: Weltman agrees to undertake such collection activity in connection with such matters and to use due diligence and employ lawful and ethical means, methods, and procedures as in Weltman's judgment, discretion and experience it believes will best effect the efficient collection of such matters. Client shall provide work standards to Weltman prior to the execution of this Agreement. If Client has not provided work standards, Weltman will work the matters pursuant to its own work standards. Weltman is not a data furnisher and does not report any information to the credit bureaus. Weltman will not engage in any unethical or unauthorized practice in violation of any state or federal law. Unless otherwise provided in Client's work standards, Weltman may institute legal action as appropriate in its discretion and proceed to execute on any judgments obtained. While Weltman will use its best effort to collect the obligations placed, it cannot warrant the collectability of any portfolio or particular matter nor can it predict the amount of time any matter will take to conclude. Weltman retains the right to close any matter it deems to be uncollectible or for which Client is unwilling or unable to adequately support throughout the litigation process.

ARTICLE II

Reporting, Audit and Recall Requirements

2.1 Electronic Layout Format: If matters are to be placed electronically, Client will utilize the file layouts provided by Weltman or utilize one of the third party clearing house agencies that are used in the industry for the electronic transfer of matters. At time of placement, Weltman will provide the names and appropriate contact points with these providers upon request of Client. If Client prefers to use its own file layouts, they are to be provided to Weltman and Client will not change the file layout without first providing timely notice to Weltman of the change and supplying all information required by Weltman to make the changes on Weltman's side. Weltman will invoice the Client a one-time fee of \$1,000 should Client require Weltman to develop a custom file conveyance program and additional fees may apply should substantial changes be required to an existing program to comply with Client's specific needs.

2.2 Statement and Settlement Format: Weltman will advise Client as to its standard formats available for reporting to Client. Every effort will be made to utilize one of the standard formats prior to Client's requiring a customized format. If a customized settlement format is requested, Weltman will estimate the effort required to deliver it and will submit to Client before proceeding. Only after Client approval for custom development is obtained will Weltman begin the required effort. After confirmation of acceptance by Client, all custom report development will be invoiced at a rate of \$125 per hour on the next available settlement/invoice.

2.3 Reporting Requirements: Client and Weltman will agree on the method and level of reporting on the matters including the documentation to be provided by Weltman prior to the execution of this Agreement. Weltman has a standard reporting package included as a part of the services provided under this Agreement available through a client self-service portal, eClientNet. This portal allows for viewing of account level detail on matters placed with Weltman for collection and/or legal services. The reporting capabilities include but are not limited to history notes, legal status, account balance, and payment information. Please contact WWR-Clientnet@weltman.com to obtain login information. If there is a change required in the method or level of reporting, adequate notice will be provided to Weltman before it is required to institute the change. Should Client require specialized/custom reporting, Weltman will estimate the effort required to deliver it and will submit to Client before proceeding. Only after Client approval for custom development is obtained will Weltman begin the required effort. After confirmation of acceptance by Client, all custom report development will be invoiced at a rate of \$125 per hour on the next available settlement/invoice.



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2.4 Audits: Client has the right to conduct audits. Client will provide Weltman thirty (30) day notification when requesting an on-site audit visit, which will be conducted at the client's expense, and the time, location and scope of any audit are to be mutually agreed upon by both Client and Weltman. The audits will be based on the work standards contained in this Agreement and otherwise communicated to Weltman by Client. Weltman will be provided with a copy of the completed audit report and, when required, will provide a response to the audit within the time period requested.

2.5 Performance Metrics: Client and Weltman will agree on the performance items that Client will score. If there is a change in the number of items scored such that there is a change from the performance required under the Agreement existing at that time, adequate notice will be provided to Weltman before it is required to institute any change to meet the new scoring requirement. If the new scored item increases the work contemplated under this Agreement, Weltman will advise Client if there will be an additional fee to cover the change in work requirement. Only after Client approval of the fee is obtained will Weltman begin the required work or change the procedure.

2.6 Recall: Client may, in its sole discretion, recall any matter or matters from Weltman at any time. However, Client will not recall any matter without good cause where a promise to pay has been established and the debtor has not defaulted or a garnishment proceeding has been filed and is still active.

Client agrees that in the event of the recall of a nonpaying judgment matter within 36 months from the date of judgment, Weltman will be entitled to a closing fee of \$125. Further, in the event of the request to satisfy a judgment or release a lien on a recalled matter, Client agrees to pay any court costs and Weltman will be entitled to collect a processing fee at the rate in effect at the time of the request, currently \$250.

Client further agrees that in the event of the recall of a nonpaying prejudgment matter, Weltman will be entitled to a fee of \$500 as compensation for work done to date, preparing and filing a dismissal, if requested, and executing a substitution of counsel on a suitable form provided by client or its new counsel.

Client further agrees that in the event of the recall of any paying matter, Weltman shall be entitled to a \$175 closing fee for judgment matters and a \$500 flat fee for work completed on any prejudgment matter, additionally Client will pay Weltman any fees, costs, and litigation expenses due and an amount equal to the average of the contingent fees earned on the recalled matter during the six (6) months prior to recall or termination as compensation for lost revenue. Weltman is authorized to offset this amount against any funds it has of Client and invoice any amounts not offset.

Finally, on a closed matter on which Weltman filed a lien on real property, Weltman will be entitled to its fee under this Agreement if there is a payment as a result of the lien to the extent Client is still the owner of the matter or Client is itself entitled to a fee on the payment, in such case Weltman will satisfy the judgment and release the lien at no further charge to Client.

It is Client's obligation to notify the debtor of any matter recall and to provide the debtor instructions for future payments. Payments received by Weltman during the thirty (30) day period after recall will be remitted to Client without commission but net of the above fees. After thirty (30) days payments received by Weltman will be returned to the debtor. In no event will Weltman remit to a third party to whom the matter has been sold or transferred.

ARTICLE III
Fee Remittances, Court Costs and Application of Payments

3.1 Fees and Payment of Costs and Expenses for Contingent Fee Representation: The fees to be paid by Client to Weltman in return for services rendered shall be a 25% contingency rate on recoveries of all sums after reimbursement of costs as allowed by law and as set forth in this Agreement. In the event a matter requires legal action outside of its Footprint States and Weltman is authorized to forward the matter to one of its Network Attorneys, the contingent fee shall be increased to 35%. The contingency fee rates apply to any attorney fees that are awarded.

On collection matters Client will advance the required amount of \$400 per matter to establish the required levels needed for collection, bankruptcy and/or replevin representation at the time legal action is requested. All funds will be held in a court cost reserve ("Reserve"). As necessary, sums will be withdrawn from the Reserve to cover necessary court costs. If there are not sufficient funds in the Reserve to proceed with the appropriate legal action, Client will be advised of the amount to be advanced by Client and the action will not be filed until the cost advance is received from Client. Weltman will not take a contingency fee on recovered court costs. When the file is closed, all court costs in Reserve will be refunded to Client.

Commissions paid to Weltman on payments collected are in the nature of a fee and are nonrefundable. Should Client be required to refund any monies properly recovered by Weltman due to a bankruptcy preference action or other court order said refund is solely and fully the responsibility of Client and Weltman will not refund its commission on said amounts. The only exception is that Weltman will not retain commission on NSF payments.

All sums collected by Weltman, less the deductions authorized below, shall be forwarded to Client within thirty (30) days of receipt, except non-cash equivalents, which will be held in an IOLTA trust for ten (10) days. Weltman shall pay Client in United States Dollars by check, wire transfer or other electronic means agreed upon by the parties. All payments collected by Weltman or paid direct to client by matter debtor will be applied in the following sequence: principal balance, interest due if applicable, other charges if applicable and allowed by law, and court costs as allowed by law, advanced by Weltman or Client.

Weltman will remit on, business days prior to 5:00pm EST, a net basis the funds collected less deductions for Weltman's contingent fees, allowable court costs expended, litigation expenses, copying costs charged by the court for documents and other authorized expenses from funds recovered during a remittance period on all matters. Client will promptly report within ten (10) days of receipt to Weltman any payments it directly receives on matters that have been referred to Weltman, other than those payments from Weltman. Weltman will deduct the commissions due on those payments from the next remittance.

Client will be invoiced for all costs expended and other authorized expenses in excess of net recoveries during a remittance period. Client shall pay Weltman in United States Dollars by check, wire transfer or other electronic means agreed upon by the parties for all commission, fees, costs, and litigation related expenses, copying costs charged by the court for documents advanced by Weltman within thirty (30) days of the date of the invoice date from Weltman. If any invoice is not paid in full within the thirty (30)-day period, Client will provide an explanation as to any specific items that are not being paid in full. All invoices not paid in full within thirty (30) days, or for which an explanation acceptable to Weltman is not provided with regard to any unpaid amount, will be past due. Weltman is authorized to offset the past due amounts against future remittances. Additionally, Weltman is entitled to charge interest on balances past due 18% per annum or the maximum



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allowable rate effective at the time. Interest charges, if applicable, will be included in the subsequent settlement/invoice statements until such time as past due balances are satisfied.

3.2 Fees and Payment of Costs and Expenses for Hourly Fee and Fixed Fee Representation: On matters referred on an hourly fee basis, Client will pay Weltman the hourly rates as listed on the attached Exhibits. Client will also be responsible for all court costs expended, litigation expenses, copying costs charged by the court for documents and other authorized expenses. On bankruptcy matters not already being handled on a contingent fee basis, the Client will pay the fees shown on the attached Exhibit. On probate matters not already being handled on a contingent fee basis, the Client will pay the fees shown on the Attached Exhibit. If non-bankruptcy and/or probate legal services are to be provided on a fixed fee basis, Weltman will provide Client the services at the fixed fee rates as set forth on the attached Exhibits. Client shall pay Weltman within thirty (30) days of the date of the invoice date from Weltman.

"Costs" shall include but not be limited to sheriff's fees, private process service fees, court filing fees, motion fees, garnishment fees, abstract, and executions.

"Litigation Expenses" shall include but not be limited to court reporter fees, deposition costs and other fees necessary to complete the requested services.

3.3 Annual Fee and Rate Review: Weltman reserves the right to adjust fees and rate on an annual basis and will provide thirty (30) day notification of any adjustments.

ARTICLE IV General Provision

4.1 Payment Processing: Weltman has authority to endorse any checks and/or money orders payable to Client on Client's behalf. Said checks and/or money orders will be deposited into its trust account and remitted to Client in accordance with this Agreement.

4.2 Client Contact: Client will refer to Weltman any correspondence or documentation it receives on a matter assigned to Weltman. Client will not accept settlement or payment terms on any matters that have been referred to Weltman without consulting Weltman.

4.3 Settlement Authority: Weltman shall first attempt to obtain a lump sum payment in full. If Weltman believes it is in the best interest of Client, Weltman is next authorized to accept a lump sum or an installment payment plan settlement of 80% of the full balance plus costs without prior approval. Settlement arrangements not otherwise meeting this criteria will only be implemented after notice to and approval of Client.

4.4 Certain Defenses, Jury Trials, Appellate Work and Counterclaims: Appellate work, regulatory and complex defenses, jury trials and counterclaims are handled on an hourly basis. Should a counterclaim be received, Weltman will notify Client and seek further instructions before proceeding with the case, except that Weltman shall in all events protect Client's interests by responding to any counterclaim in a timely manner.

Weltman is authorized to undertake any work necessary to protect the response date at the hourly rates presented herein or as stated in the attached Exhibit. Client and Weltman shall mutually agree upon the fee arrangement for the continued representation on the entire matter, which shall be in writing and which will be an addendum to this Agreement.



Weltman, Weinberg & Reis Co., LPA

4.5 Background Checks: Weltman candidates undergo a pre-employment investigation process which includes a federal and national criminal database and drug screening. Weltman does not perform the background or drug screening on an annual basis nor does Weltman perform fingerprinting or credit checks. However, at times, based on state or regulatory requirements, Weltman may conduct additional background checks on select Weltman employees throughout their employment with Weltman.

4.6 SCRA Scrubs: All matters are put through an SCRA scrub at the time of placement and again before the filing of a suit, judgment or execution. Any additional SCRA scrubs will be the sole obligation of Client. Additional fees may apply should additional SCRA scrubs be required to comply with Client's specific requirements.

ARTICLE V Indemnification

5.1 Indemnification of Client: Weltman shall defend, indemnify, and hold harmless Client and its respective employees, agents and representatives against any and all liabilities, judgments, damages, claims, demands, costs, expenses or losses (including reasonable attorney's fees) arising out of any action, inaction, or omission by Weltman, its employees, agents, or representatives, under this Agreement, including failure to comply with applicable laws or regulations.

5.2 Indemnification of Weltman: Client shall defend, indemnify, and hold harmless Weltman and its respective employees, agents and representatives against any and all liabilities, judgments, damages, claims, demands, costs, expenses or losses (including reasonable attorney's fees) arising out of any action, inaction, or omission by Client, its employees, agents or representatives, under this Agreement, including failure to comply with applicable laws or regulations.

ARTICLE VI Compliance with Applicable Law

6.1 Matter Legal Status Change – Bankruptcy: In the event that Weltman or Client learns that a matter debtor has filed a Bankruptcy Petition with the United States Bankruptcy Court or has sought relief from creditors under any State law or the matter is included in a foreclosure action, Weltman shall continue its representation pursuant to the fees and hourly rates on the Fee Schedule attached herein. The Bankruptcy Department will file Proofs of Claim on a contingency fee basis at the rate of 25% in Chapter 7 asset cases, Chapter 11, 12 and 13 proceedings only if the outstanding balance exceeds \$1,000.

6.2 Matter Legal Status Change – Probate: In the event that Weltman or Client learns that a matter debtor has become deceased, Weltman will confer with client to determine if representation should continue within our Probate Department. If so, Probate matters will be handled at a 25% contingency fee or in accordance with the Fee Schedule attached herein. The Probate Department will review probate deceased matters and/or file creditor claims in estate cases only if the outstanding balance is a minimum of \$500.

6.3 Statute of Limitations: Should Weltman learn the statute of limitations on any matter has expired, Weltman shall close and return said matter to Client. Weltman will not engage in collections on or file suit on a matter that is past the statute of limitations.



Weltman, Weinberg & Reis Co., LPA

6.4 Training Material: Weltman issues mandatory compliance training courses for all employees on an annual basis, which includes but is not limited to: Code of Conduct, Security Awareness and Regulatory Policies. As such, no client generated training courses will be conducted. Weltman's training material is proprietary and cannot be copied or distributed electronically. Clients can view Weltman's training material during onsite visits.

ARTICLE VII

Termination and Change of Ownership

7.1 Termination and Notices: This Agreement may be terminated at any time, with or without cause, by either party for any reason upon thirty (30) days written notice to the other party. Any notice of termination will be addressed as follows:

Weltman, Weinberg & Reis Co., L.P.A.
965 Keynote Circle
Cleveland, OH 44131
Attn: Eileen Bitterman Compliance Department
WWR-CorpCompliance@weltman.com

City of Brookpark
6161 Engle Rd.
Brookpark OH 44142
Attn: _____

Upon said termination without cause, Client will pay any fees, costs, and litigation expenses due in addition to the fees on six (6) months of any payment plans then in effect on those matters as a buyout. Weltman is authorized to offset any amounts owed against funds it has of Client and invoice any amounts not offset.

ARTICLE VIII

Confidentiality: Each party agrees that all information communicated to either party, whether before or after the date hereof, shall be and was received in strict confidence, and shall be used only for the purposes of this Agreement or as contemplated by this Agreement, and that no confidential information shall be disclosed by either party without the prior written consent, except as may be necessary, because of legal, accounting or regulatory requirements beyond the control of either party or to perform the services required to be provided under this Agreement. Upon any such event the disclosing party shall notify the other party as soon as reasonably possible.

All non-public information communicated by Weltman to Client regarding Weltman including but not limited to its business practices and finances will be kept confidential by Client and used by Client only with regard to Weltman's qualification to provide services under this Agreement or any new Agreement between Weltman and Client.

ARTICLE IX

Miscellaneous

9.1 Relationship: This Agreement and Weltman's representation of Client on any specific matter is not assignable, delegable or transferable, except that Weltman may use the services of third party vendors including services provided by an offshore vendor where appropriate and other counsel as may be required to carry out its representation hereunder and except where Client is required to convey this Agreement to a purchaser of matters until such time as Weltman may become formally engaged with purchaser under a separate agreement. This Agreement is a non-exclusive business arrangement.



9.2 Entire Agreement: This instrument contains the entire Agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or extension is sought.

Each party may copy this completed Agreement for electronic storage in a non-editable format, at which time the paper form of this Agreement may be destroyed. Each party agrees that following the electronic storage of this Agreement, any hard copy printout of that electronically stored information will constitute an "original" of this Agreement.

9.3 Non Exclusive: Weltman and Client acknowledge that this is a non-exclusive Agreement and that Weltman may handle matters other than those contemplated by this Agreement, unless a conflict of interest exists.

9.4 Counterparts: This Agreement may be executed in several counterparts, each copy of which shall serve as an original for all purposes, but all copies shall constitute one and the same Agreement. This Agreement may be executed by electronic signature which will serve as an original for all purposes.

9.5 Severability: The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining provisions will in no way be affected or impaired thereby unless the provision held to be invalid, illegal or unenforceable causes this Agreement to fail in its essential purpose.

9.6 Choice of Law and Venue: This Agreement shall be interpreted in accordance with federal laws and the laws of the State of Ohio. The parties agree that any dispute shall be adjudicated by a court of competent jurisdiction in the State of Ohio.

9.7 Commencement Date: This Agreement shall commence on the date of execution by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement.

City of Brookpark

Weltman, Weinberg & Reis Co., L.P.A.

By: _____

By: _____

Client Contact

Client Title

6161 Engle Rd

Brookpark OH 44142

965 Keynote Circle

Cleveland, OH 44131

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

DIRECTOR OF LAW

Weltman▶

Weltman, Weinberg & Reis Co., LPA

The single solution for every single creditor.™

Government Representation

For more than 85 years, Weltman has been providing comprehensive collection services and legal representation to municipalities and government agencies. We have a long record of success in maximizing the recovery of outstanding debt and securing the fiscal health of a government entity while protecting its image with local residents and business owners. As a law firm with an in-house agency, we offer a comprehensive and efficient end-to-end solution supported by a robust compliance team, secure technology, and the highest client service standards.

Our Solutions Include:

- ▶ Call & Letter Programs
- ▶ Skip Tracing & Asset Searches
- ▶ Tax and City Services Collection
- ▶ Full-Service City Charges
- ▶ Legal Action
- ▶ Bankruptcy Representation:
 - Claim Presentment
 - Non-Dischargeable Litigation
 - Hardship Discharge Defense
 - Relief from Co-Debtor's Stay

Ready to Learn More?

Contact us today.

Sara M. Costanzo
shareholder
216.685.1039
scostanzo@weltman.com



weltman.com

Weltman Can Help Your Organization:

- ▶ Ensure compliance with state and federal laws and regulations
- ▶ Collect on debt both in and out of court

Why Choose Weltman?

Compliance

We help ensure strict compliance with all federal and state laws and regulations.

Experience

We've been leaders in the industry since 1930, and we have the pioneers to prove it.

Professionalism

We stand behind our work with the highest legal, ethical, and moral standards.

Efficiency

As a law firm with an in-house agency, we are an efficient end-to-end solution.