

**ITEMS TO BE CONSIDERED  
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING  
TO BE HELD ON TUESDAY, SEPTEMBER 2, 2025  
7:00 P.M.**

**I. ROLL CALL OF MEMBERS:**

**II. PLEDGE OF ALLEGIANCE:**

**III. DISCUSSION:**

**IV. FINANCE COMMITTEE: CHAIRMAN COUNCILMAN SCOTT**

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR THE PAYMENT OF INDIGENT CRIMINAL DEFENDANTS' COUNSEL FEES, AND DECLARING AN EMERGENCY.

Introduction by Mayor Orcutt.

2. AN ORDINANCE MAKING A WRITTEN RETURN TO THE FISCAL OFFICER OF CUYAHOGA COUNTY, OHIO FOR CHARGES FOR SERVICES OF THE CITY OF BROOK PARK, OHIO FOR CUTTING WEEDS ON CERTAIN PARCELS OF LAND DESCRIBED HEREIN AND AUTHORIZING SAID CHARGES TO BE PLACED UPON THE TAX DUPLICATE AND COLLECTED AS OTHER TAXES PURSUANT TO SECTION 731.54 OF THE OHIO REVISED CODE, AND DECLARING AN EMERGENCY. Introduction by Mayor Orcutt.

**V. RECREATION COMMITTEE: CHAIRMAN COUNCILMAN McCORKLE**

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GAMETIME FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT MCGOVERN PARK PLAYGROUND, AND DECLARING AN EMERGENCY. Introduction by Mayor Orcutt

**VI. ADJOURNMENT:**

**Posted: 8/29/2025**

Finance

P/C 8-19-25  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
D/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR THE PAYMENT OF INDIGENT CRIMINAL DEFENDANTS' COUNSEL FEES, AND DECLARING AN EMERGENCY

WHEREAS, Cuyahoga County Council passed Resolution No. R2025-0240, which provides for fees for indigent defendants at municipal courts; and

WHEREAS, this agreement is pursuant to ORC Section 120.33(A)(3) which provides for payment and reimbursement for indigent defendants.

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 an agreement with Cuyahoga County for indigent counsel fees as attached hereto and incorporated herein as Exhibit "A".

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including 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 authorizing the Mayor to enter into an agreement with Cuyahoga County for indigent counsel fees, 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.

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AUG 14 2025  
BROOK PARK CITY COUNCIL

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

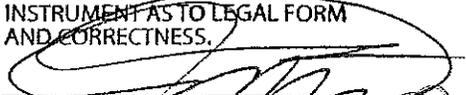
\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

\_\_\_\_\_  
DATE

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

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



AGREEMENT FOR PAYMENT OF COUNSEL FEES FOR INDIGENT CRIMINAL DEFENDANTS (Pursuant to Ohio Revised Code §120.33)

THIS AGREEMENT entered into on this \_\_\_ day of \_\_\_\_\_ 2025 by and between the County of Cuyahoga, Ohio, a body corporate and politic and political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as the same may have been amended, modified, and supplemented to the date hereof (hereinafter referred to as "County"), and the City of Brook Park, Ohio a body politic and corporate organized and existing under the Charter of the City of Brook Park, effective October 18, 1966 as the same may have been amended, modified, and supplemented to the date hereof (hereinafter referred to as "City").

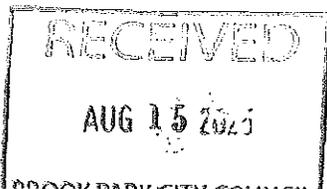
WHEREAS, on July 22, 2025, pursuant to Ohio Administrative Code 120-01-03 ("Standards of Indigence") and ORC 120.33, Cuyahoga County adopted Resolution No. 2025-240 providing for the representation of indigent persons accused of certain crimes under a court-appointed attorney's system, the establishment of a schedule of fees to be paid to counsel for legal services so provided, and the authority by which the County may contract with municipalities with respect to legal fees for counsel appointed to represent indigent persons charged with certain violations of ordinances of municipal corporations, and

WHEREAS, the County has adjusted the schedule of fees paid to counsel for such legal services from time to time, and

WHEREAS, the parties hereto desire to enter into an agreement pursuant to Ohio Revised Code §120.33 relative to the payment of legal fees and expenses to counsel appointed by the Municipal Court of Berea, Ohio represent indigent persons charged with certain violations of the City of Brook Park Ohio and for which the penalty or any possible adjudication includes the possible loss of liberty, as set forth in the aforementioned statute.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

- 1. Pursuant to Ohio Revised Code §120.33, and the aforesaid resolution, the County shall pay all legal fees of counsel appointed by the Municipal Court of Berea, Ohio to represent indigent persons charged with violations of the ordinances of the City of Brook Park, Ohio, plus authorized expenses, as certified by the Berea Municipal Court.
2. Payment by the City for representation of indigent persons is by a fee schedule and shall not exceed the fee schedule adopted by the County wherein the municipal corporation is located.
3. The City agrees to reimburse the County for all legal fees and expenses which are paid by the County according to Item One within thirty (30) days of receipt of an invoice prepared by the County for such fees and expenses.
4. The City agrees to pay the County an administrative fee of three percent (3%) of the amount of any reimbursement received from the Ohio Public Defender Commission



as full compensation for all administrative and other cost incurred by the County on account of the services rendered under this Agreement.

5. The County agrees to pay the City all reimbursement received from the State of Ohio Public Defender for said legal fees and expenses less the 3% Administrative fee referenced above pursuant to Ohio Revised Code 120.33 within thirty (30) days of the County's receipt of such reimbursement.
6. Reimbursement by the County to the City for legal fees and expenses for the representation of such indigent persons shall not exceed the amount received as reimbursement from the State of Ohio Public Defender.
7. This agreement shall be in effect from January 1, 2025 through December 31, 2025.
8. Neither the County nor the City shall assign all or any part of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
9. Any notice or communication required or permitted under this MOU shall be sufficiently given in writing delivered to the following:

City of Brook Park  
Tony D'Amico  
tdamico@cityofbrookpark.com  
6161 Engle Road  
Brook Park, OH 44142

Cuyahoga County Fiscal Office  
Domonique Tatum  
dtatum@cuyahogacounty.gov  
2079 East 9<sup>th</sup> Street 3-100  
Cleveland, OH 44115

10. If the County fails to fulfill its obligations under this Agreement in a reasonable, timely, and proper manner, or if the County substantially violates any of the terms or conditions of this Agreement, then the City has the right to terminate this Agreement by providing written notice to the County of such termination that specifies an effective date for termination no less than thirty (30) days before the effective date of said termination. Termination by the City shall not constitute a waiver of any other right or remedy it may have at law or in equity for breach of this Agreement by the County.
11. If the City fails to fulfill its obligations under this Agreement in a reasonable, timely and proper manner, or if the City substantially violates any of the terms or conditions of this Agreement, then the County has the right to terminate this Agreement by giving written notice to the City of such termination that specifies an effective date for termination no less than thirty (30) days before the effective date of said termination. Termination by the County shall not constitute a waiver of any other

right or remedy it may have at law or in equity for breach of the Agreement by the City.

12. All appointments made hereunder shall conform with the Standards of Indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio by a Court sitting in Cuyahoga County and parties agree not to attempt to remove any legal action outside of Cuyahoga County for any reason.
14. Both parties are subject to the Ohio Public records Act, ORC 149.43.
15. All amendments to this Agreement agreed upon by the parties shall be in writing and signed by both parties.
16. This Agreement is contingent upon the approval of the State of Ohio Public Defender.

CITY AGREES THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. CITY ALSO AGREES TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

ENTERED INTO AND AGREED in Cleveland, Ohio, the day and year first written herein.

**CUYAHOGA COUNTY, OHIO**

**BY:** \_\_\_\_\_  
**Chris Ronayne, County Executive,**  
**or designee, pursuant to Executive Order 2023-0003,**  
**dated July 6, 2023**

And

**CITY OF BROOK PARK**

**BY:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

The legal form and correctness  
of this Contract is hereby approved:  
Law Department, County of Cuyahoga, Ohio  
Victor E. Manolache, Assistant Law Director for  
Richard D. Manoloff, Director of Law

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

Finance

PIC 8-19-25  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
C/O \_\_\_\_\_

CITY OF BROOK PARK, OHIO

Ordinance No. \_\_\_\_\_

Introduced by: MAYOR ORCUTT

AN ORDINANCE MAKING A WRITTEN RETURN TO THE FISCAL OFFICER OF CUYAHOGA COUNTY, OHIO, FOR CHARGES FOR THE SERVICES OF THE CITY OF BROOK PARK, OHIO FOR CUTTING WEEDS ON CERTAIN PARCELS OF LAND DESCRIBED HEREIN, AND AUTHORIZING SAID CHARGES TO BE PLACED UPON THE TAX DUPLICATE AND COLLECTED AS OTHER TAXES PURSUANT TO SECTION 731.54 OF THE OHIO REVISED CODE, AND DECLARING AN EMERGENCY

WHEREAS, in accordance with upon written information that noxious weeds were growing on the following parcels of land within the City of Brook Park:

PERMANENT PARCEL NO.	LOCATION
343-06-023	16069 Hummel Rd.
343-20-018	16018 Muskingum Blvd.
343-30-027	16541 Southway Dr.
344-15-075	5774 Michael Dr.
344-04-050	5263 West 148 <sup>th</sup> Street
343-14-034	14800 Snow Road
344-16-041	13646 Crestway Dr.
343-30-054	6525 Sandfield Dr.

and that said weeds were about to spread or mature seeds, the Council of the City of Brook Park, Ohio has heretofore authorized the Building Commissioner to notify said owners by written notice that said

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BROOK PARK CITY COUNCIL

~~weeds were to be cut within forty-eight (48) hours after receipt thereof; and~~

**WHEREAS**, the Building Commissioner has caused written notices to be sent to the aforesaid property owners by posting a notice on the property and/or by ordinary mail, notifying said owners to cut said weeds; and

**WHEREAS**, said owners failed to comply with said notices within the time allotted herein and the Council of this City authorized the Service Director to cause said weeds to be cut and destroyed; and

**WHEREAS**, said weeds were cut by said City on the aforesaid parcels of land; and

**WHEREAS**, the City expended the sum hereinafter set forth necessary labor and equipment or contracted for cutting and destroying said weeds; and

**WHEREAS**, the City has complied with the requirements of Section 731.51 to 731.53 of the Ohio Revised Code.

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

**SECTION 1:** That the Director of Finance for the City of Brook Park is hereby authorized to pay the total of the sums of money hereinafter set forth out of funds not otherwise appropriated to cover the cost and expenses of cutting noxious weeds on the parcels and land herein defined.

**SECTION 2:** That, in accordance with Section 731.54 of the Ohio Revised Code, the Council of the City of Brook Park, Ohio hereby makes and this ordinance shall be considered as its written return to the Fiscal Officer of Cuyahoga County, Ohio, of its actions under Section 731.54 to and including Section 731.53 if the Ohio Revised Code.

**SECTION 3:** That copies of the statements of charges of the services of the City of Brook Park, and the amounts paid for performing such labor, including overhead, for cutting weeds on the respective parcels of land described herein, are attached hereto, marked Exhibit "A", and considered a part hereof as if rewritten herein.

**SECTION 4:** That the description of the premises on which said weeds were cut are as heretofore set forth in the preamble hereof, and the respective charges for said services on the following permanent parcels are as follows:

<u>PERMANENT PARCEL NO.</u>	<u>CHARGES</u>
343-06-023	\$900.00
343-20-018	\$600.00
343-30-027	\$300.00
344-15-075	\$600.00
344-04-050	\$600.00
343-14-034	\$900.00
344-16-041	\$300.00
343-30-054	\$300.00

SECTION 5: That, in accordance with Section 731.54 of the Ohio Revised Code, the Fiscal Officer of Cuyahoga County, Ohio be and is hereby directed to enter the aforesaid charges upon the tax duplicate of the hereinbefore described parcels of land as liens upon said parcels of land, and such items shall be collected as other taxes and returned to the City of Brook Park.

SECTION 6: The Clerk of Council is hereby authorized to furnish a certified copy of this Ordinance to the Fiscal Officer of Cuyahoga County.

SECTION 7: 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 8: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that it is immediately necessary to certify this amount to the County Fiscal Officer for collection before the deadline for the benefit of the residents of the City of Brook Park; provided that 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: \_\_\_\_\_

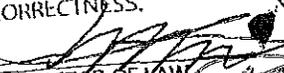
\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

\_\_\_\_\_  
DATE

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

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



INVOICE # BPV-25-002

DATE: AUGUST 1, 2025

ADDRESS: 16069 HUMMEL BROOK PARK, OHIO 44142

PARCEL # 343-06-23

OWNER INFO: LYDIA IUCHNOWSKI BROOK PARK, OHIO 44142

BILL TO:



PER SECTION 1365 OF THE CODIFIED ORDINANCES OF THE CITY OF BROOK PARK, THE OWNER OF THE PROPERTY LISTED ABOVE OWES THE CITY OF BROOK PARK THE AMOUNT OF MONEY BELOW FOR MAINTAINING THE PROPERTY. LISTED ARE THE DATES THAT THE CITY OF BROOK PARK SERVICE DEPARTMENT RESPONDED AND CUT SAID PROPERTY:

DATE: 5/20/2025                      \$ 300.00

DATE: 6/24/2025                      \$ 300.00

DATE: 7/28/2025                      \$ 300.00

DATE:

DATE:

DATE:

DATE:

TOTAL COST: \$ 900.00

Please remit payment to:      City of Brook Park  
19065 Holland Road  
Brook Park, Ohio 44142

\*\*\*Note on your check/money order Ordinance # 9899-2014 - and the address of the property.\*\*\*

If you have any questions, please contact Jason Monaco - Building Commissioner @ 216-433-7412.

INVOICE # BPV-25-003 DATE: AUGUST 1, 2025

ADDRESS: 16018 MUSKINGUM BROOK PARK, OHIO 44142

PARCEL # 343-20-018

OWNER INFO: GUARDIAN 16018 MUSKINGUM BROOK PARK, OHIO 44142

BILL TO:

PER SECTION 1365 OF THE CODIFIED ORDINANCES OF THE CITY OF BROOK PARK, THE OWNER OF THE PROPERTY LISTED ABOVE OWES THE CITY OF BROOK PARK THE AMOUNT OF MONEY BELOW FOR MAINTAINING THE PROPERTY. LISTED ARE THE DATES THAT THE CITY OF BROOK PARK SERVICE DEPARTMENT RESPONDED AND CUT SAID PROPERTY:

DATE: 5/20/2025 \$ 300.00

DATE: 6/24/2025 \$ 300.00

DATE:

DATE:

DATE:

DATE:

DATE:

TOTAL COST: \$ 600.00

Please remit payment to: City of Brook Park  
19065 Holland Road  
Brook Park, Ohio 44142

\*\*\*Note on your check/money order Ordinance # 9899-2014 - and the address of the property.\*\*\*

If you have any questions, please contact Jason Monaco - Building Commissioner @ 216-433-7412.



INVOICE # BPV-25-005      DATE: AUGUST 1, 2025

ADDRESS: 5774 MICHAEL BROOK PARK, OHIO 44142

PARCEL # 344-15-075

OWNER INFO: MARY CARINGI 5774 MICHAEL BROOK PARK, OHIO 44142

BILL TO:

PER SECTION 1365 OF THE CODIFIED ORDINANCES OF THE CITY OF BROOK PARK, THE OWNER OF THE PROPERTY LISTED ABOVE OWES THE CITY OF BROOK PARK THE AMOUNT OF MONEY BELOW FOR MAINTAINING THE PROPERTY. LISTED ARE THE DATES THAT THE CITY OF BROOK PARK SERVICE DEPARTMENT RESPONDED AND CUT SAID PROPERTY:

DATE: 6/24/2025      \$ 300.00

DATE: 7/28/2025      \$ 300.00

DATE:

DATE:

DATE:

DATE:

DATE:

TOTAL COST: \$ 600.00

Please remit payment to:      City of Brook Park  
19065 Holland Road  
Brook Park, Ohio 44142

\*\*\*Note on your check/money order Ordinance # 9899-2014 - and the address of the property.\*\*\*

If you have any questions, please contact Jason Monaco - Building Commissioner @ 216-433-7412.



INVOICE # BPV-25-007      DATE: AUGUST 1, 2025

ADDRESS: 14800 SNOW ROAD BROOK PARK, OHIO 44142

PARCEL # 343-14-034

OWNER INFO: PIERRE BAYEH 14800 SNOW ROAD BROOK PARK, OHIO 44142

BILL TO:

PER SECTION 1365 OF THE CODIFIED ORDINANCES OF THE CITY OF BROOK PARK, THE OWNER OF THE PROPERTY LISTED ABOVE OWES THE CITY OF BROOK PARK THE AMOUNT OF MONEY BELOW FOR MAINTAINING THE PROPERTY. LISTED ARE THE DATES THAT THE CITY OF BROOK PARK SERVICE DEPARTMENT RESPONDED AND CUT SAID PROPERTY:

DATE: 6/1/2025      \$ 300.00

DATE: 6/24/2025      \$ 300.00

DATE: 7/21/2025      \$ 300.00

DATE:

DATE:

DATE:

DATE:

TOTAL COST: \$ 900.00

Please remit payment to:      City of Brook Park  
19065 Holland Road  
Brook Park, Ohio 44142

\*\*\*Note on your check/money order Ordinance # 9899-2014 - and the address of the property.\*\*\*

If you have any questions, please contact Jason Monaco - Building Commissioner @ 216-433-7412.

**City of Brook Park**

**Edward Grant, Mayor**

**Service Department**

INVOICE # BPV-25-008      DATE: AUGUST 1, 2025

ADDRESS: 13646 CRESTWAY BROOK PARK, OHIO 44142

PARCEL # 344-16-041

OWNER INFO: JENNA RIFFLE 13646 CRESTWAY BROOK PARK, OHIO 44142

BILL TO: CALL JENNA RIFFLE 216-702-1196

PER SECTION 1365 OF THE CODIFIED ORDINANCES OF THE CITY OF BROOK PARK, THE OWNER OF THE PROPERTY LISTED ABOVE OWES THE CITY OF BROOK PARK THE AMOUNT OF MONEY BELOW FOR MAINTAINING THE PROPERTY. LISTED ARE THE DATES THAT THE CITY OF BROOK PARK SERVICE DEPARTMENT RESPONDED AND CUT SAID PROPERTY:

DATE: 6/24/2025      \$ 300.00

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

TOTAL COST: \$ 300.00

Please remit payment to:      City of Brook Park  
19065 Holland Road  
Brook Park, Ohio 44142

\*\*\*Note on your check/money order Ordinance # 9899-2014 - and the address of the property.\*\*\*

If you have any questions, please contact Jason Monaco - Building Commissioner @ 216-433-7412.

INVOICE # BPV-25-009

DATE: AUGUST 1, 2025

ADDRESS: 6525 SANDFIELD DR. BROOK PARK, OHIO 44142

PARCEL # 343-30-054

OWNER INFO: JERALD ALEXANDER 6525 SANDFIELD DR. BROOK PARK, OHIO 44142

BILL TO:

PER SECTION 1365 OF THE CODIFIED ORDINANCES OF THE CITY OF BROOK PARK, THE OWNER OF THE PROPERTY LISTED ABOVE OWES THE CITY OF BROOK PARK THE AMOUNT OF MONEY BELOW FOR MAINTAINING THE PROPERTY. LISTED ARE THE DATES THAT THE CITY OF BROOK PARK SERVICE DEPARTMENT RESPONDED AND CUT SAID PROPERTY:

DATE: 6/28/2025      \$ 300.00

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

TOTAL COST: \$ 300.00

Please remit payment to:      City of Brook Park  
19065 Holland Road  
Brook Park, Ohio 44142

\*\*\*Note on your check/money order Ordinance # 9899-2014 – and the address of the property.\*\*\*

If you have any questions, please contact Jason Monaco – Building Commissioner @ 216-433-7412.

Recreation

P/C 8-19-25  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
S/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

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

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH GAMETIME FOR THE PURCHASE AND INSTALLATION OF  
PLAYGROUND EQUIPMENT AT McGOVERN PARK PLAYGROUND, AND DECLARING  
AN EMERGENCY

Whereas, the City of Brook Park desires to replace and upgrade playground equipment at McGovern Park to better serve the community.

Whereas, this new equipment will allow the park to better serve users of all ages and be all-inclusive while promoting a healthy lifestyle and healthy community; and

Whereas, this equipment will include ADA multiuse playground equipment; and

Whereas, Mayor Orcutt is seeking authorization to submit an application to GameTime for their "Community Champions" Playground Grant.

Whereas, the quote for this playground equipment is marked as exhibit "A".

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 sign and submit a completed grant application.

SECTION 2: If awarded the "Community Champions" Grant, the Mayor is authorized to submit a payment, in the amount of \$117,519.97 to GameTime to cover the cost of equipment and freight charges.

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**SECTION 3:** The funds needed for payment shall be paid from Fund No. 401, Capital Improvement Fund, not to exceed \$117,519.97 theretofore appropriated or to be appropriated for said purpose.

**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 allow the City to purchase playground equipment for Carpenter Park 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



P.O. Box 208 Harrison, OH 45030  
 Toll Free 800-762-7936  
 Fax 513-788-1825  
 www.dwarec.com  
 info@dwarec.com

07/25/2025  
 Quote #  
 107948-01-01

# City of Brook Park - 2025 GameTime Grant - McGovern Park - Option

1

Brook Park, City of  
 Attn: Brian Beyer  
 19065 Holland Road  
 Brook Park, OH 44142  
 United States  
 bbeyer@cityofbrookpark.com

Project # 107948  
 Job # 107948-01  
 Ship to Zip 44142

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Play Structure (BROOKPARK_MCGOVERN_OPT1)	\$124,788.00	\$124,788.00
1	RDU	GameTime - (3) Bay Swing Frame Equipped with the Following - Includes: (5) Belt Seats (1) Zero - G Seat	\$8,186.00	\$8,186.00
1	EWf-12	GT-Impax - 3,380 Sq Ft (192 CY) of Engineered Wood Fiber at a 12" Compacted Depth	\$4,592.00	\$4,592.00
1	RDU	GameTime - ***Installation of Play Area -  DWA Recreation responsible for the following: - Take delivery of equipment and store, prior to installation - Contact OUPS811 - "Call Before You Dig" - Installation of playground structure - Installation of swings - Provide and install geotextile weed preventer fabric - Installation of engineered wood fiber (EWf) safety surfacing  Non-prevailing wage rates Dirt spoils to be left on site  Owner and/or General Contractor responsible for the following: - Mark private utilities - Removal of existing equipment, including concrete footers - Excavation of area to proper depth for safety surfacing - Haul away of excavated dirt spoils - Haul away of augured dirt spoils - Site restoration, as needed  Pricing does NOT include permits Pricing does NOT include contactor registration	\$37,540.00	\$37,540.00
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$175,198.08
			<b>Discount</b>	(\$63,703.76)
			<b>Material Surcharge</b>	\$4,025.65
			<b>Freight</b>	\$2,000.00
			<b>Total</b>	\$117,519.97





P.O. Box 208 Harrison, OH 45030  
Toll Free 800-762-7936  
Fax 513-788-1825  
www.dwarec.com  
info@dwarec.com

07/25/2025  
Quote #  
107948-01-01

## City of Brook Park - 2025 GameTime Grant - McGovern Park - Option

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### 2025 Matching Funds Playground Grant Terms:

The above contract allowance is available through GameTime's "2025 Playground Grant" program and represents a 100% Matching Fund Grant for the play structure/s quoted. The 100% Matching Funds are contingent upon supplying payment (check or cash or ACH) for the equipment in full at the time the order is placed. Inability to provide payment will result in 65% Matching Funds in lieu of the 100% Matching Funds.

This grant is only valid for GameTime Modular or Pre-Designed play structures in the PowerScape, PrimeTime, IONIX and Xscape, Modern City, Towers, KidCourse, Thrive, Challenge Course, and the Stadium product lines. GFRC Landmark Design, Play Trails, TuffForms, Freestanding products are not eligible for Matching Funds - even when attached to a qualifying play structure. Funding does NOT apply to Freestanding structures, VistaRope, VistaRope Hybrids or other independent net structures, TuffForms, (GFRC or GFRP), Landmark Design, GT Symphony freestanding or other Freestanding products or PlayOn! non-system events. Please see the Grant Brochure for complete terms and conditions governing the grant program. No other offers, discounts or special/purchasing programs may be combined with this grant program.

The 2025 Playground Grant program payments must be made payable to GameTime. Payments made payable to DWA Recreation, Inc. are not eligible for the matching grant program.

The 2025 Playground Grant has been extended, all GRANT orders need to be placed no later than October 24th, 2025 and all documentation is needed when placing an order. Orders must ship by December 31st, 2025.

Due to volatility of fuel prices, freight charges may change at time of delivery.

**Payment terms:** Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

**Force Majeure:** No Party to this Agreement shall be responsible for any delays, price increases, or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbance, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

**OMNIA Partners Contract Number: 2017001134**

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

**This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.**

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

**Omnia Partners Purchase Orders** must be made out to:  
PlayCore Wisconsin Inc. dba GameTime  
c/o DWA Recreation, Inc.  
P.O. Box 208  
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

**GameTime Shipping Time:** Current shipping time for GameTime is approximately 6-8 weeks. Please allow an additional 7-10 days for transit.

**Short Ship Claims:** Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.



P.O. Box 208 Harrison, OH 45030  
Toll Free 800-762-7936  
Fax 513-788-1825  
www.dwarec.com  
info@dwarec.com

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### Exclusions:

"Unless otherwise indicated in the pricing issued above, this quotation does NOT include the cost(s) or fee(s) associated with (and thusly, DWA Recreation, Inc. & its subcontractors do not anticipate provision of) the following:

- any/all registrations, e.g. Vendor or Contractor Registrations with local City and/or County
- any/all professional licensing, e.g. occupational licensing with local City and/or County
- any/all permitting, e.g. building or zoning permits
- lift-gate service by courier at time of delivery
- acceptance of delivery and offloading by DWA Recreation, Inc., or its subcontractors
- any/all waste management services, e.g. provision of a dumpster
- any/all site restoration, e.g. removal of spoils, rough grading, seeding and/or other reclamation
- any/all inspections

"Unless otherwise indicated, labor rates on installation are NOT figured at Prevailing Wage or Davis-Bacon mandate wage rates. Please contact your DWA Sales Representative if Prevailing Wage/Davis-Bacon rates will apply, or if any of the above mentioned items should be supplied by DWA Recreation, Inc."

We are NOT responsible for building permits and/or any other fees, including hauling away of spoils or reclamation of disturbed areas unless otherwise indicated on quote.

### Installation Terms:

- The above pricing is based on installation over natural earth and does not include any site work, unless otherwise noted on this quote.
- This pricing does include receiving and storage of the equipment prior to installation.
- Any existing wood chips, asphalt, or playground equipment, in the area where the new structure will be located, must be removed by the owner unless otherwise noted on this quote.
- The play area site would need to be level prior to installation.
- An area will need to be provided for the disposal of excess dirt created when augering holes. Spoils to be left on site unless otherwise noted.
- Access to a dumpster will need to be provided for the disposal of packaging materials and old equipment (if applicable).
- The above pricing is based on non-prevailing wage rates unless otherwise noted.

Please note, you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

Owner is responsible for verifying and marking all private underground utilities locations prior to installation.



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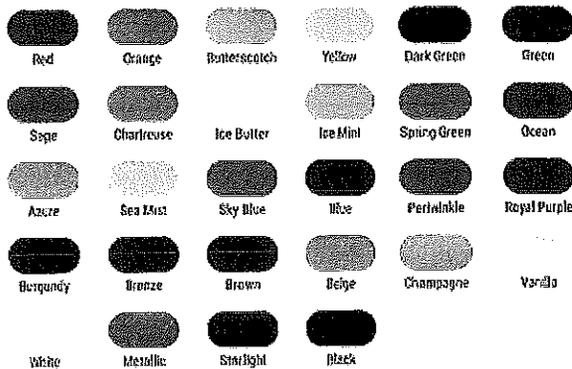
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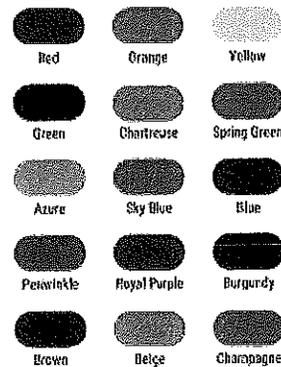
1

## Material Color Options

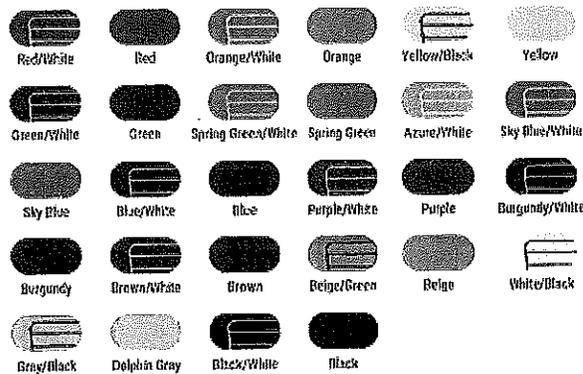
### Metal Uprights and Accents



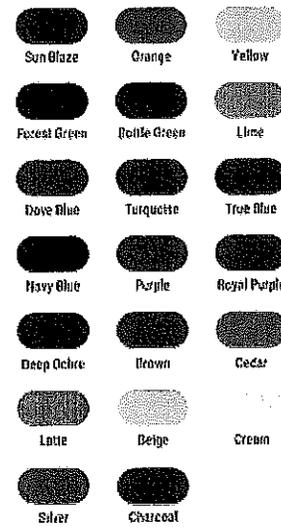
### Rotomold Plastic



### HDPE Panels



### Shade Fabric



### VistaRope® Standard



### VistaRope® Custom



\*Colors for VistaRope products only. All standard GameTime ropes are black.

### Site Recycled Lumber



### Decks



### Special Rock



Special colors may differ from the images represented here. Contact your local GameTime representative for sample materials.







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# City of Brook Park - 2025 GameTime Grant - McGovern Park - Option 1

**Bill To:**

Business/Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Office Number: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Ship To:**

Same as Bill To  
Business/Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Office Number: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Project/Site Location:**

Same as Bill To  Same as Ship To  
Business/Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Office Number: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_





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Purchasing Information:

Purchase Amount: \$117,519.97

Sales Tax Exemption Certificate #: \_\_\_\_\_

P.O. No: \_\_\_\_\_

**Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.**

Acceptance of quotation:  
Please Initial:

\_\_\_\_\_ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

\_\_\_\_\_ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

\_\_\_\_\_ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): \_\_\_\_\_

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

Accepted By (signature): \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Quote prepared by: Brynn Wilhelm  
Sales Representative: Taylor Kolanko - taylor@dwarec.com - 330-206-5453

