

P/C Legislative 3/18/14
CA 4-1-14
1st R 4-15-14
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 9904-2014

INTRODUCED BY: COUNCILMAN SALVATORE and Council Members Troyer, Mencini, Powers, Higgins, Burgio, D'Amico, Council President Patten

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CLEVELAND RESTORATION SOCIETY (CRS) TO CREATE THE HERITAGE HOME PROGRAM FOR THE RESIDENTS OF BROOK PARK WHO OWN HOMES THAT ARE 50 YEARS AND OLDER, AND DECLARING AN EMERGENCY

WHEREAS, the Heritage Home Program offers homeowners free unbiased and impartial advice on home improvement, maintenance and repair issues that are unique to older homes; and

WHEREAS, the Heritage Home Program also includes a low interest loan program administered by Key Bank and First Federal of Lakewood, and supported by the Treasurer of Cuyahoga County; and

WHEREAS, the annual fee to the City of Brook Park to offer this program to homeowners pays for itself in an increased tax base with increased housing values and neighborhood stability.

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 with Cleveland Restoration Society (CRS) to create the Home Program for residents of Brook Park who own homes that are 50 years and older, a copy of which is attached hereto and marked 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 for the further reason to provide for a contract between the Cleveland Restoration Society (CRS) and the City of Brook Park; therefore this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: April 15, 2014

Dennis P. Latta
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
Clerk of Council

APPROVED: [Signature]
MAYOR

4/15/2014
DATE

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

[Signature]
DIRECTOR OF LAW

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 9104-2014

passed on the 15th day of APRIL, 2014 by said council.

Michelle Blazak
Clerk of Council

Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies of each of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6101 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 8511 Brook Road, #2 Fire Station 22530 Maple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6105 Engle Road, for a period of fifteen days.

commencing April 16, 2014
Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

CITY OF BROOK PARK
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 by and between the City of Brook Park, Ohio, a Municipal Corporation (hereinafter referred to as "City") and the Cleveland Restoration Society (hereinafter referred to as "CRS").

WHEREAS, CRS has established a linked deposit loan program referred to as the Heritage Home ProgramSM (hereinafter referred to as the "Program") for the purpose of enhancing older properties in the participating communities; and

WHEREAS, the City has determined and is authorized to enter into an agreement with the Cleveland Restoration Society for the purpose of providing professional technical assistance to the owners of houses that are over 50 years old in the City (the "Older Housing") in connection with the City's participation in the Program; and

NOW THEREFORE, the City and CRS, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1. SCOPE OF SERVICES.

The Cleveland Restoration Society agrees to perform the following technical assistance services for the period of this Agreement:

GENERAL HERITAGE HOME PROGRAM

1. Cooperate with the City and the Cuyahoga County (the "County") and assist in the establishment and implementation of administrative procedures related to the Program.
2. Assist the City in marketing the Program to approximately 4,557 owners of the Older Housing. Such marketing efforts will include a mass mailing, at the expense of the CRS, to all such owners of a postcard about the Program. They will also include providing materials on the Program for distribution at public buildings in the City including City Hall and any libraries, and providing links for the City's web site to the Program web site. Such marketing can



also include displaying a temporary Program sign, during construction, in the front yard of properties participating in the Program. Such sign is to be non-commercial sign, in compliance with the City codes and approved by the City, displayed on each participating property for a period not to exceed six months.

3. Provide technical assistance on the preservation, rehabilitation and improvement of the City's Older Housing to any property owner making a request. Technical assistance is available by phone, through the mail, through the Program Web Site and on site. Participation in a Program loan is not required to receive this technical assistance.
4. Provide a report on the program activity to the City. These reports should be sent to the Mayor.

PROGRAM SPECIFIC

1. Determine the eligibility of individual properties upon request of property owners interested in participating in the Program.
2. Determine whether projects qualify for the Program and notify owners.
3. Provide professional technical assistance to property owners of Older Housing to determine the scope and nature of rehabilitation and write contract specifications for exterior work to ensure that the Program standards are met. Provide copies of final bid specifications to the City for each project.
4. Determine total loan request amount based on contractor bids submitted by the property owner to CRS and notify the participating bank.
5. Upon approval of a loan application by the participating bank, periodically monitor progress of construction and provide technical advice and consultation during construction as requested by the property owner, the County, or the City.
6. Inspect property at completion of construction and certify that all work has been completed in accordance with the bids and in compliance with the CRS bid

specifications. Provide written notification to the City of certification.

SERVICES NOT INCLUDED.

1. This Agreement does not provide for the provision of services by CRS to the City including but not limited to:
 - a. Advice or assistance to the City about commercial properties or to the owners of commercial properties.
 - b. Advice or assistance to the City or to the owner relating to a sacred structure.
 - c. Advice or assistance to the City or to any property owners about National Register or local landmark nominations of a building or district.
 - d. Advice or assistance to the City or any officials of the City relating to the operations or structure of design review function or design review issue.
2. Any services described in Section 1 above may be provided by CRS pursuant to a supplemental agreement involving a supplemental payment by the City as agreed between the City and CRS.

SECTION 2. METHOD OF PAYMENT.

CRS shall be compensated for the technical and planning assistance provided as described in Section 1, Scope of Services.

The City and CRS agree that the payment for services provided under this agreement shall be Three Thousand Three Hundred Eighty-Nine Dollars (\$3,389.00) for the period commencing on May 1, 2014 and ending on December 31, 2014. Such payment shall be payable within fifteen (15) days after the execution of this Agreement.

The payment for the year commencing January 1, 2015 and ending December 31, 2015 shall be Four Thousand Four Hundred Dollars (\$4,400.00). Such payment shall be payable on or before January 15, 2015.

The payment for any years subsequent to 2015 shall be mutually agreed to by the City and CRS and shall be payable on January 15 of such subsequent year.

Invoices will be submitted by CRS upon execution of this Agreement and at appropriate times thereafter.

SECTION 3. TERM AND TERMINATION.

1. The technical assistance services of CRS shall be provided for the period commencing on the date of execution of this contract and extending for one year thereafter. The services may be extended on a year by year basis by the mutual agreement of the City and CRS.
2. This Agreement may be terminated by either party upon thirty (30) days written notice at such other party's notice address, as set forth below in Section 5 hereof, provided that both CRS and the City, respectively shall remain obligated to perform any duties and obligations created under Section 1 hereof which remain outstanding at the time of the termination of this Agreement.

SECTION 4. SEVERABILITY. If any provision of this Agreement, or any obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 5. NOTICES. All communications hereunder will be in writing and, if sent to CRS, will be mailed, delivered or faxed and confirmed to:

Cleveland Restoration Society/Heritage Home ProgramSM

Sarah Benedict House
3751 Prospect Avenue
Cleveland, OH 44115

Attention: Kathleen H. Crowther, President
Phone: (216) 426-1000
Fax No. (216) 426-1975

And, if sent to the City, will be mailed, delivered or
faxed to:

The Honorable Thomas J. Coyne, Jr.
City of Brook Park
6161 Engle Road
Brook Park, OH 44142
Phone: (216) 433-1300

SECTION 6. COUNTERPARTS. This Agreement may be
executed in several counterparts, each of which shall be an
original and all of which shall constitute but one and the
same instrument.

SECTION 7. GOVERNING LAW. This Agreement shall be
governed by and construed in accordance with the laws of
the State of Ohio.

SECTION 8. AMENDMENTS. This Agreement may be
effectively amended, changed, modified or altered in
writing, and such writing shall be consented to and signed
by both the City and CRS.

SECTION 9. ENTIRE AGREEMENT. This Agreement and the
terms and provisions hereof embody the entire agreement and
understanding among the parties hereto and supersede all
prior agreements and understandings relating to the subject
matter hereof.

IN WITNESS WHEREOF, the City of Brook Park and the
Cleveland Restoration Society have caused this Agreement to
be duly executed in their respective names, all as of the
date set forth above.

CLEVELAND RESTORATION SOCIETY

Kathleen H. Crowther, President

CITY OF BROOK PARK

Thomas J. Coyne, Jr., Mayor