

**REGULAR CAUCUS MEETING
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO
TO BE HELD ON TUESDAY, OCTOBER 8, 2024
7:00 P.M.**

- I. ROLL CALL OF MEMBERS:**
- II. PLEDGE OF ALLEGIANCE:**
- III. APPROVAL OF MINUTES OF PRECEDING MEETINGS**
- IV. DISCUSSION:**
1. DEPARTMENT OF LIQUOR CONTROL- 15119 SNOW LLC, 15119 SNOW RD & PATIO, BROOK PARK, OH. 44142, C TRFO 6552173 POSTMARK DATE: 10/21/24. -PER COUNCIL PRESIDENT SALVATORE.
 2. DEPARTMENT OF LIQUOR CONTROL- GETGO OPERATING LLC DBA BROOKPARK GETGO 3465, 14600 SNOW RD, BROOK PARK, OH 44142, C TRFO 3158049-0055 POSTMARK DATE: 10/26/24. -PER COUNCIL PRESIDENT SALVATORE.
- V. FINANCE COMMITTEE- COUNCILMAN SCOTT**
1. AN ORDINANCE AMENDING SECTION 1311.06(A) OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'SURETY BOND AND INSURANCE REQUIRED', AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
 2. AN ORDINANCE AMENDING SECTION 1805.01(H) OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'COLLECTION AT SOURCE', AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
 3. AN ORDINANCE AUTHORIZING AN INCREASE IN COMPENSATION FOR THE SENIOR SNOW REMOVAL AND GRASS CUTTING ASSISTANCE PROGRAM PROVIDERS, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
- VI. LEGISLATIVE COMMITTEE- COUNCILMAN SCOTT**
1. ORDINANCE NO. 11413-2024
AN ORDINANCE AMENDING SECTION OF THE 351.99 (a), of BROOK PARK CODIFIED ORDINANCES, ENTITLED 'PENALTY' AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
 2. AN ORDINANCE AMENDING SECTION 1323.02 OF THE BROOK PARK CODIFIED ORDINANCES, PENALTY' AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

VII. RECREATION COMMITTEE- COUNCILMAN MCCORKLE

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

Introduced by Mayor Orcutt.

SAFETY COMMITTEE- COUNCILMAN TROYER

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SIGNAL SERVICE COMPANY WITHOUT PUBLIC BIDDING, TO PROVIDE FOR THE MAINTENANCE OF TRAFFIC CONTROL DEVICES, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
2. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE TRADE IN OF SIX GUNS AND A RIFLE SCOPE, AND TO ACCEPT A TRADE IN ALLOWANCE OF \$7,420.00, AND USE THAT ALLOWANCE TO PURCHASE A ROSS M40A3 TACTICAL RIFLE AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

NOTE: Chief Ed Powers will be in attendance

3. AN ORDINANCE AUTHORIZING THE POLICE CHIEF TO TRADE-IN POLICE EQUIPMENT AND/OR UNCLAIMED OR FORFEITED PROPERTY NO LONGER NEEDED BY THE BROOK PARK POLICE DEPARTMENT, AND DECLARING AN EMERGENCY. Introduced Mayor Orcutt. Placed in committee 10/1/24.
4. AN ORDINANCE AMENDING SECTION 143.02 (a) OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'COMPOSITION: EXECUTIVE HEAD', AND DECLARING AN EMERGENCY. Introduced Mayor Orcutt. Placed in committee 10/1/24.

VIII. SERVICE COMMITTEE- COUNCILMAN ROBERTS

1. AN ORDINANCE AUTHORIZING A CHANGE ORDER FOR BEST EQUIPMENT, CO., INC FOR THE PURCHASE OF PARTS AND REPAIRS FOR GARBAGE TRUCKS, AND DECLARING AN EMERGENCY. Introduced Mayor Orcutt. Placed in committee 10/1/24.
2. AN ORDINANCE AUTHORIZING THE CITY OF BROOK PARK'S PURCHASE OF A 2024 FORD TRANSIT 350 WHEELCHAIR VAN, AND DECLARING AN EMERGENCY. Introduced Mayor Orcutt. Placed in committee 10/1/24.

ADJOURNMENT

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6006 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43088-9005
(614)844-2300 FAX(614)844-3100

TO

6552173		TRFO	15119 SNOW LLC	
10 01 2023			15119 SNOW RD & PATIO	
09 16 2024			BROOK PARK OH 44142	
D1 D2 D3 D3A				
18	110	C	F32057	
TAX DISTRICT			RECEIPT NO.	

FROM 09/18/2024

24551160005			EILE CHAHDA	
10 01 2023			DBA FRONT ROW BBO	
09 16 2024			15119 SNOW RD & PATIO	
D1 D2 D3 D3A D6			BROOK PARK OH 44142	
18	110			
TAX DISTRICT			RECEIPT NO.	



MAILED 09/18/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/21/2024

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING. **C TRFO 6552173**
REFER TO THIS NUMBER IN ALL INQUIRIES

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

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



NOTICE TO LEGISLATIVE
AUTHORITY

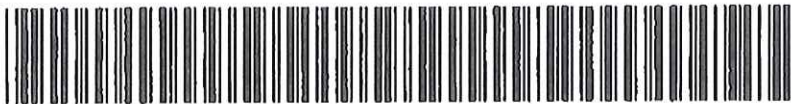
OHIO DIVISION OF LIQUOR CONTROL
6008 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)844-2380 FAX(614)644-3186

TO

31580490055		TRFO	GETGO OPERATING LLC
PERMIT NUMBER		TYPE	DBA BROOKPARK GETGO 3465
10	01	2023	14600 SNOW RD
ISSUE DATE		BROOK PARK OH 44142	
08	02	2024	
FILING DATE			
C1	C2	D6	
PERMIT CLASSES			
18	110	C	F31829
TAX DISTRICT			RECEIPT NO.

FROM 08/06/2024

73935330530			RISER FOODS CO
PERMIT NUMBER		TYPE	DBA BROOKPARK GETGO 3465
10	01	2023	14600 SNOW RD
ISSUE DATE		BROOK PARK OHIO 44142	
08	02	2024	
FILING DATE			
C1	C2	D6	
PERMIT CLASSES			
18	110		
TAX DISTRICT			RECEIPT NO.



09/26/2024
08/06/2024

10/26/2024
09/06/2024

MAILED

RESPONSES MUST BE POSTMARKED NO LATER THAN.

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

C TRFO 3158049-0055

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

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



Intro - 101.124

CITY OF BROOK PARK, OHIO

PIC 10-1-24 Finance
CA _____
1st R _____
2nd R _____
3rd R _____
4th R _____

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AMENDING SECTION 1311.06(a)
OF THE BROOK PARK CODIFIED ORDINANCES, ENTITLED
'SURETY BOND AND INSURANCE REQUIRED',
AND DECLARING AN EMERGENCY.

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

SECTION 1: Section 1311.06(a) of the Brook Park Codified Ordinances, passed by Ordinance No. 1854-1958, October 7, 1958, Ordinance No. 6025-1981, August 18, 1981, Ordinance No. 8611-1999, passed November 16, 1999, and reading as follows:

1311.06 SURETY BOND AND INSURANCE REQUIRED.

(a) Prior to the issuance of a registration, the Building Commissioner shall require an applicant to furnish a surety bond, to be approved as to form by the Director of Law and as to sufficiency by the Mayor, guaranteeing full and faithful compliance by the applicant with all the provisions and regulations of the City Building Code, and binding the surety thereon to correct or abate any violations of the City Building Code whenever the applicant named as principal on such bond refuses, neglects or fails to correct or abate such violation within a reasonable time limit as set by the Building Commissioner. The bond shall indemnify the City and all other persons from injuries or damages arising by reason of the applicant's negligence or failure to properly perform any work undertaken pursuant to such license. The bond for all contractors shall be in the penal sum of ~~twenty five thousand dollars (\$25,000)~~ one hundred thousand dollars (\$100,000.00).

SECTION 2: Former Section 1311.06(a) of the Brook Park Codified Ordinances, as enacted by Ordinance No. 1854-1958, passed October 7, 1958, Ordinance No. 6025-1981, passed August 18, 1981, Ordinance No. 8611-1999, passed November 16, 1999 are hereby expressly repealed.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption

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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 public peace, health, safety and welfare of said City, and for the further reason to amend Section 1311.06(a) of the Brook Park Codified Ordinances; therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

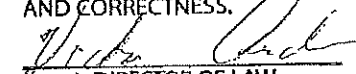
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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


Asst. DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

PIC 10-1-24 Finance
CA _____
1st R _____
2nd R _____
3rd R _____
LIC _____

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

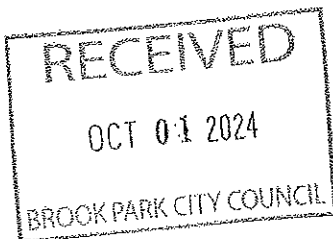
AN ORDINANCE
AMENDING SECTION 1805.01(h)
OF THE BROOK PARK CODIFIED ORDINANCES, ENTITLED
'COLLECTION AT SOURCE'
AND DECLARING AN EMERGENCY.

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

SECTION 1: Section 1805.01(h) of the Brook Park Codified Ordinances, passed by Ordinance No. 9984-2015, passed December 15, 2015, amended by Ordinance 10067-2017, passed March 7, 2017, amended by Ordinance 11012-2018, passed January 23, 2018, and amended by Ordinance 11375-2023, passed December 12, 2023 and reading as follows:

1805.01(h) Collection at Source.

- (h) On or before the last day of February of each year, an employer shall file a withholding reconciliation return with the Tax Director listing the names, addresses, and social security numbers of all employees from whose qualifying wages tax was withheld or should have been withheld for the City of Brook Park during the preceding calendar year, the amount of tax withheld, if any, from each such employee's qualifying wage, the total amount of qualifying wages paid to such employee during the preceding calendar year, the name of every other municipal corporation for which tax was withheld or should have been withheld from such employee during the preceding calendar year, and any other information required for federal income tax reporting purposes on Internal Revenue Service form W-2 or its equivalent form with respect to such employee, and other information as may be required by the Tax Director.



Is hereby amended to read:

(h) On or before the last day of February of each year, any person, including corporation, partnerships, employers, estates and trusts, who files 10 or more information returns of form W-2 for any calendar year, must file these returns electronically using the EFW2 Format and Guidelines prescribed by the Social Security Administration and the Internal Revenue Service (EFW2). Employers issuing 9 or less forms W-2 or 1099-NEC are encouraged, but not required to remit W-2 forms electronically or such other process as determined acceptable to the Director of Finance. All requirements apply separately to both original and corrected forms. In addition to the above wage reporting requirements, any person paying money to an individual or independent contractor shall report such payment. The information should be reported on Federal Form 1099 and filed yearly with the Tax Director on or before February 28th. Any return not so filed shall be subject to a penalty in accordance with Section 1801.01 of this Chapter.

SECTION 2: Former Section 1805.01(h) of the Brook Park Codified Ordinances, passed by Ordinance No. 9984-2015, passed December 15, 2015, amended by Ordinance 10067-2017, passed March 7, 2017, amended by Ordinance 11012-2018, passed January 23, 2018, and amended by Ordinance 11375-2023, passed December 12, 2023 is hereby expressly repealed, as of December 31, 2024 and new Section 1805.01(h) shall become effective on January 1, 2025.

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 public peace, health, safety and welfare of said City, and for the further reason to amend Section 1805.01(h) of the Brook Park Codified Ordinances therefore provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force on January 1, 2025.

PASSED: _____

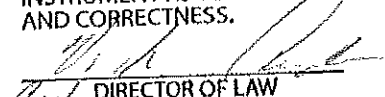
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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



DIRECTOR OF LAW

P/C 10-1-24 Finance
CA _____
1st R _____
2nd R _____
3rd R _____
C/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING AN INCREASE IN COMPENSATION FOR THE SENIOR SNOW
REMOVAL AND GRASS CUTTING ASSISTANCE PROGRAM PROVIDERS, AND
DECLARING AN EMERGENCY

WHEREAS, to keep the Senior Snow Removal and Grass Cutting Assistance Programs to the level of quality the residents deserve, the Senior Snow Removal and Grass Cutting Assistance Programs have been revamped; and

WHEREAS, due to these changes, the current vendors are now experiencing larger routes; and

WHEREAS, the compensation for the vendors' services may exceed \$50,000.00 in the calendar year 2024.

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

SECTION 1: An increase is hereby authorized for the Senior Snow Removal and Grass Cutting Assistance Program, vendors may exceed \$50,000.00.

SECTION 2: The money needed for the aforesaid transaction shall be paid from 401-423 Capital Funds.

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.

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BROOK PARK CITY COUNCIL

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 to authorize an increased costs to the vendors for the Senior Snow Removal and Grass Cutting Assistance Program; therefore provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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

DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

Legislative

PIC 4/16/24
CA 5/14/24
1st R 5/21/24
2nd R _____
3rd R _____
A/C 6/4/24

ORDINANCE NO: 11413-2024

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AMENDING SECTION 351.99 (a)
OF THE BROOK PARK CODIFIED ORDINANCES, ENTITLED
'PENALTY'
AND DECLARING AN EMERGENCY.

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

SECTION 1: Section 351.99 of the Brook Park Codified Ordinances, passed by Ordinance No. 4526-1974, on January 3, 1974 and reading as follows:

351.99 PENALTY.

- (a) Parking Ticket Violations. Whoever violates any provision of this chapter relating to parking ticket violations is guilty of a misdemeanor of the fourth degree.

Is hereby amended to read:

351.99 PENALTY.

- (a) Parking Ticket Violations. Whoever violates any provision of this chapter relating to parking ticket violations is guilty of a misdemeanor of the ~~fourth~~ **third** degree.

SECTION 2: Former Section 351.99 (a) of the Brook Park Codified Ordinances, as passed by Ordinance No. 4526-1974 on January 3, 1974 is hereby expressly repealed.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and 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.

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SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of public peace, health, safety and welfare of said City, and for the further reason to amend Section 351.99(a) of the Brook Park Codified Ordinances therefore provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately 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

RCD 6-24-2024



Tom Troyer <troyerbpcouncil@gmail.com>

(no subject)

Tom Troyer <troyerbpcouncil@gmail.com>

To: Tom Troyer <TroyerBPCouncil@gmail.com>

Tue, Jun 4, 2024 at 6:02 PM

Tom Troyer

Ward 1 Council

(a) Parking Ticket Violations,

Except as otherwise provided in this chapter, whoever violates this chapter is guilty of a minor misdemeanor. If, within six months of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this chapter is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this chapter is guilty of a misdemeanor of the third degree.

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SEP 13 2024
BROOK PARK CITY COUNCIL

CITY OF BROOK PARK, OHIO

PIC 10-7-24 Legislative
CA _____
TOWN _____
ZONING _____
SUA _____

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

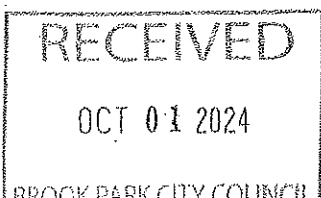
AN ORDINANCE
AMENDING SECTION 1323.02
OF THE BROOK PARK CODIFIED ORDINANCES,
AND DECLARING AN EMERGENCY.

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

SECTION 1: Section 1323.02 passed by Ordinance No. 2305-1963, March 19, 1963 and Ordinance No. 9555-2009, January 20, 2009 of the Brook Park Codified Ordinances, and reading as follows:

1323.02 ISSUANCE OF OCCUPANCE CERTIFICATE.

- (a) A Certificate of Occupancy shall be issued, to an applicant, after any building has received its final inspection as defined by the City Building Code, if such building is found to have been constructed or altered in accordance with the plans and specifications therefor, the provisions of the Ohio and City Building Codes, all other applicable City ordinances and the rules and regulations of the Department of Public Service.
- (b) No person shall occupy a building unless a Certificate has been issued, or occupy any building for which a Certificate has been denied or revoked. The final inspection herein referred to shall be made and the Certificate shall be issued or denied within three days after the Director of Public Service has been notified of the completion of the building, provided the building is open for inspection.
- (c) Revocation of Certificate of Occupancy. The Building Commissioner may revoke a certificate of occupancy if any false statement is made by



the applicant in connection with the issuance of such certificate, or for noncompliance of the Building Code(s) or if the owner, agent or person in charge of a building refuses to comply with the Ohio Building Code or any of the Brook Park Codified Ordinances.

SECTION 2: Former Section 1323.02 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 2305-1963, passed March 19, 1963, and Ordinance No. 9555-2009, passed January 20, 2009 is hereby expressly repealed.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 public peace, health, safety and welfare of said City, and for the further reason to amend section 1323.02, of the Brook Park Codified Ordinances; therefore provided this Resolution receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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



DIRECTOR OF LAW

PIC 10-7-24 Parks & Recreation
CA _____
TCR _____
ZICR _____
SICR _____
M.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 CARPENTER PLAYGROUND, AND DECLARING AN
EMERGENCY

Whereas, the City of Brook Park desires to replace and upgrade playground equipment at Carpenter 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, the City of Brook Park submitted an application to the Cuyahoga County Department of Development for 2025 CDSG funding for the ADA multiuse playground equipment; and

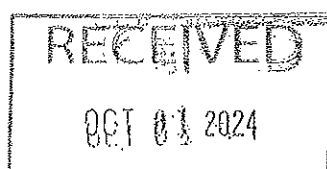
Whereas, Mayor Orcutt is seeking authorization to submit an application to GameTime for their "Community Champions" Playground Grant.

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 the attached grant application, marked as Exhibit "A".

SECTION 2: If awarded the "Community Champions" Grant, the Mayor is authorized to submit a payment, in the amount of \$89,335.19 to GameTime to cover the cost of equipment and freight charges.

SECTION 3: The funds needed for payment shall be paid from



Fund No. 401, Capital Improvement Fund, 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.

[Signature]

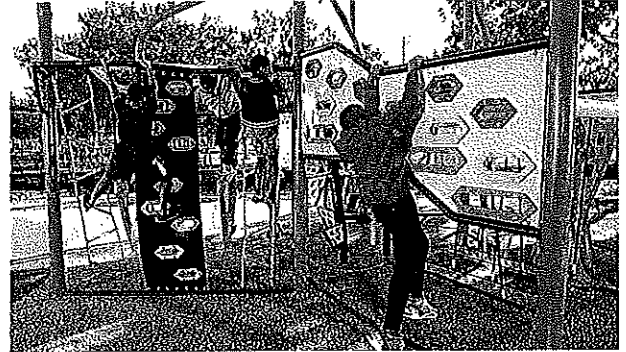
DIRECTOR OF LAW

PLAYGROUND GRANT



Up to 100% matching funds for PowerScape®, PrimeTime®, Xscape®, and Modern City® play systems

Up to 50% matching funds for The Stadium®, KidCourse, Challenge Course, and THRIVE® fitness systems



gametime.com/grant-2024



A PLAYCORE Company

2024 Playground Grant Application

1.800.235.2440
gametime.com



Instructions

Read carefully

Please complete the appropriate sections of the application form. Once completed, validate the information by means of the project administrator's signature. Immediately return the completed and signed application form to your GameTime representative.

Project Info

List contact info and address of your project

Project Name: Carpenter Park Playground Transformation

Type: Playground

Address: Carpenter Park (Intersection of Christene Blvd and Sheldon Road)

City: Brook Park

State: OH Zip: 44142

Contact Person: Brian Beyer

Title: Service Director

Phone: 216-433-7192

Fax:

E-mail: bbeyer@cityofbrookpark.com

The City of Brook Park seeks funds to transform Carpenter Park by replacing the outdated playground equipment with modern, inclusive alternatives. We have worked directly with DWA Recreation to implement an inclusive design. The City of Brook Park has previously worked with DWA on making our Central Campus recreation facilities more inclusive.

Background

Please provide a description of your organization, its goals, and why it should be considered for a grant.

The current equipment is not only difficult to access but also has uneven platforms, as shown in the attached photos. The need for this upgrade is urgent due to the geographic isolation of Carpenter Park.

The neighborhood surrounding Carpenter Park is bordered to the north by Cleveland Hopkins International Airport and separated from the main section of Brook Park by two railroad lines, the Berea Freeway (State Route 237), and commercial/industrial districts. The nearest community park is our Municipal Campus, which is approximately 2.5 miles away, or about a 50-minute walk.

Site Info

List specific info about the area in which the play equipment will be located.

Number of players:

Age range:

Total play area size:

Is the site level?:

Special site conditions: (utilities, retaining walls, soil conditions, excessive slope, concrete slab, etc)

It is a neighborhood park. We estimate a very high usage rate. The site is level, and the site is approximately a .40 of an acre

The site is level with no special site conditions.

Budget Info

List your actual contribution to the play equipment purchase only.

Dollar amount you want GameTime to match: \$55,447

Funding Choices

Select the type(s) of funding in which you are interested.

Up to 100% matching funds applies to PowerScape[®], PrimeTime[®], Xscape[®], and Modern City[®] play systems

Up to 50% matching funds applies to The Stadium[®], KidCourse[®], Challenge Course[®], and THRIVE[®] fitness systems

Scan here to Apply Online!



Rules and Limitations

Read carefully

Grant Rules and Limitations:

To qualify for up to 100% matching grant, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 80%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape[®], PrimeTime[®], Xscape[®], and Modern City[®] systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE[®], Challenge Course[®], KidCourse[®], and The Stadium[®]. VistaRope[®], freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be received and validated by the project administrator by October 18, 2024. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accept grant orders until October 25, 2024, or until all eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2024, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2024 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Other terms and restrictions may apply. Contact your local GameTime representative for complete details.

Authorization Signature

Project administrator's signature

Authorized Signature:

Date:

Name (please print): Edward A. Orcutt

Title: Mayor



P.O. Box 208 Harrison, OH 45030
 Toll Free 800-762-7936
 Fax 330-821-4505
 www.dwarec.com
 info@dwarec.com

08/05/2024
 Quote #
 106705-01-01

City of Brook Park - 2024 GameTime Grant - Carpenter Park

Brook Park, City of
 Attn: Mayor Edward Orcutt
 21294 Sheldon Rd
 Brook Park, OH 44142
 UNITED STATES
 mayor@cityofbrookpark.com

Project # 106705
 Job # 106705-01
 Ship to Zip 44601

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - ProwerScape Play Structure- 5" OD Uprights / 49" Decks / Aluminum Uprights Drawing Name: TBROOKPARK-CARPENTER	\$110,894.00	\$110,894.00
1	EWf-12	GT-Impax - 2,310 Sq Ft (115 CY) of Engineered Wood Fiber at a 12" Compacted Depth	\$3,300.00	\$3,300.00
1	RDU	GameTime - Installation based off the following:- <u>DWA Recreation responsible for the following:</u> - Contact OUPS811 - "Call Before You Dig" - Installation of above playground structure - Installation of above engineered wood fiber (EWf) safety surfacing	\$27,025.00	\$27,025.00
<p>Non-prevailing wage rates Dirt spoils to be left on site</p> <p>Brook Park responsible for the following: - Marking private utilities - Removal of existing equipment, including concrete footers - Removal of existing surfacing to depth of 12" - Removal of existing timber borders - Site restoration, as needed</p>				
Contract: OMNIA #2017001134			Sub Total	\$141,219.00
			Grant	(\$55,447.00)
			Freight	\$3,563.19
			Total	\$89,335.19

Comments

- Pricing based off applying and being awarded 2024 GameTime Matching Funds Grant
- Pricing based off receiving a check, at time of order, made out to GameTime, for equipment and freight, prior to October 25, 2024.

Pricing Reflects GameTime's "Playground Grant" on your Play Structure/s – Check (made payable to GameTime) must be submitted at the time of order to receive this Grant Price.

The Grant Terms Begin July 9th, 2024 and The Grant Ends October 25th, 2025. Signed Quote and form of payment must be received by this date. Equipment must ship by December 31, 2024.



P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 330-821-4505
www.dwarec.com
info@dwarec.com

08/05/2024
Quote #
106705-01-01

City of Brook Park - 2024 GameTime Grant - Carpenter Park

2024 Matching Funds Playground Grant Terms:

The above contract allowance is available through GameTime's "2024 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 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 PowerScope, 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, VistraRope 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 2024 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 2024 Playground Grant program ends October 25th, 2024. Orders accepted by GameTime must receive equipment by December 31st, 2024, subject to transportation availability.

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:
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 10 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.

GTImpax Engineered Wood Fiber Delivery Time: Typical lead time for delivery is minimum 2 - 3 weeks. Delivery is based on a single delivery to one location per truck, additional drops not included unless specifically noted above. Please confirm current delivery time when placing order.

Note: Delayed shipping permitted up to 4 months, at which time surfacing needs to be delivered or paid in full.

Bulk material ships via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. Driver has final say whether the site has proper access. Site restoration is not included and will be the responsibility of the owner/owner's representative.



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City of Brook Park - 2024 GameTime Grant - Carpenter Park

Shipping Time: Estimated Ship time is 10-12 weeks for certain items on this quote. Please verify current lead time when placing order. Allow 7-10 days for actual transit time.

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.

Exclusions:

"Unless otherwise indicated in the pricing issued above, this quotation does NOT included 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*
- *an/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 it 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.



A PLAYCORE company

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City of Brook Park - 2024 GameTime Grant - Carpenter Park

METAL COLOR OPTIONS

Black	Slate Gray	Metallic	White	Vivids	Champagne	Ecige
Bronze	Ecize	Dark Gray	Green	Sage	Ice Balls	Ice Mel
Charleston	Spring Green	Ocean	Rosa	Sea Mel	Sky Blue	Blue
Pewee	Royal Purple	Burgundy	Red	Candy	Butterscotch	Yellow

ROTO PLASTIC COLOR OPTIONS

Charcoal	Daze	Brown	Green	Charcoal	Spring Green	Aqua
Sylvia	Blue	Pewee	Royal Purple	Burgundy	Red	Orange
Yellow						



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Quote #
106705-01-01

City of Brook Park - 2024 GameTime Grant - Carpenter Park

HDPE COLOR OPTIONS

Blue/White	Green	Green/White	Spring Green	Strong Green/White	Azule	Azule/White	Sky Blue
Sky Blue/White	Blue	Blue/White	Purple	Purple/White	Burgandy	Burgandy/White	Red
Red/White	Orange	Orange/White	Yellow	Yellow/Black			

DECK COLOR OPTIONS

Grey	Black	Brown	Blue

ROCK COLOR OPTIONS

Lava	Sandstone

ROPE COLOR OPTIONS

Blue	Natural	Brown	Green	Grey	Red	Yellow

SHADE COLOR OPTIONS

Clearcut	Black	Green	Grey	Light Blue	Dark Blue	Brown
Forest Green	Hill Green	Lime	Cyan Blue	Turquoise	Teal Blue	Sky Blue
Purple	Royal Purple	Deep Green	Sun Blue	Cyan	Orange	Yellow



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08/05/2024
Quote #
106705-01-01

City of Brook Park - 2024 GameTime Grant - Carpenter Park

Acceptance of Colors from 3D Rendering

Please initial here if ordering colors from 3D Rendering: _____

Please indicate desired color palette: _____

OR

Custom Color Selection:

Metal Uprights (Basic): _____

Metal Accents: _____

Roto Plastic: _____

HDPE: _____

2-Color HDPE: _____

Decks: _____

Rock: _____

Rope: _____

Shade: _____



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08/05/2024
Quote #
106705-01-01

City of Brook Park - 2024 GameTime Grant - Carpenter Park

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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106705-01-01

City of Brook Park - 2024 GameTime Grant - Carpenter Park

Purchasing Information:

Purchase Amount: \$89,335.19

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: Taylor Kolanko
Sales Representative: Taylor Kolanko - taylork@dwarec.com - 330-206-5453



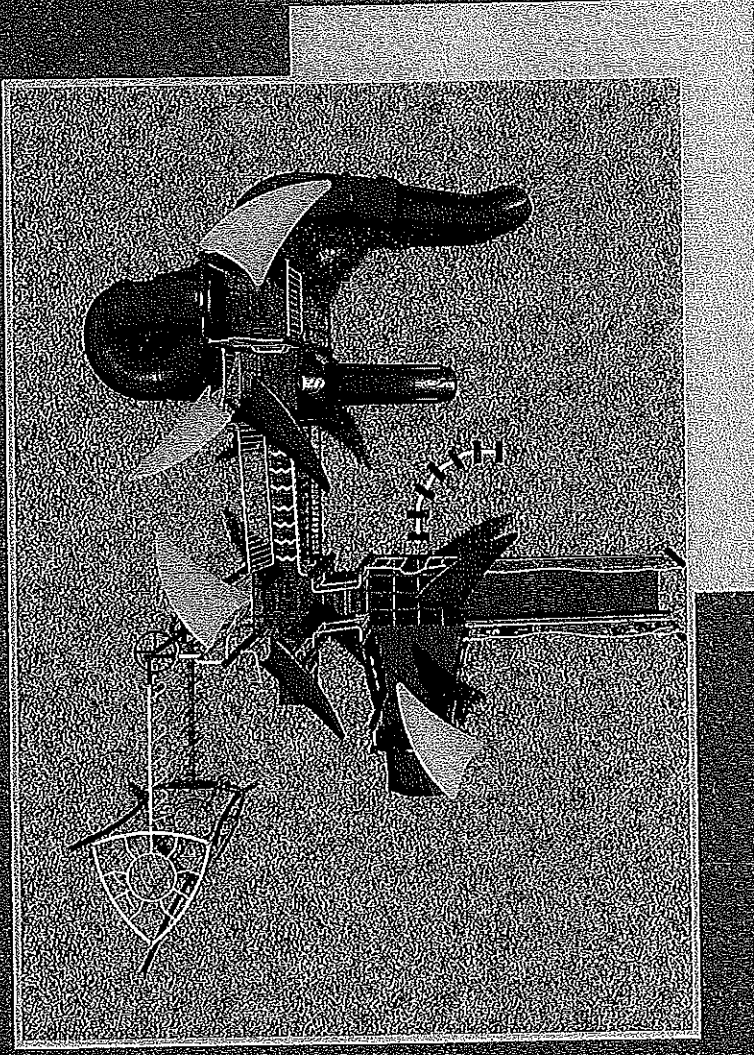
GameTime
A HAYCOCK COMPANY

www.gametime.com

City of Brook Park - Carpenter Park

DVA
RECREATION

www.dva-recreation.com



Technical Property of Gametime & PlayCore Company. The safe & sound, stimulating & fun interactive play for all ages & abilities.



City of Brook Park - Carpenter Park



6/18/24 Safety

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH SIGNAL SERVICE COMPANY
WITHOUT PUBLIC BIDDING, TO PROVIDE FOR THE
MAINTENANCE OF TRAFFIC CONTROL DEVICES,
AND DECLARING AN EMERGENCY

WHEREAS, Council deems it necessary for the City to enter into a contract with a specialist in order to provide for the maintenance, modernization, and replacement of all electrical traffic signals over which the City has jurisdiction; and

WHEREAS, said services are of such a highly specialized nature, requiring the exercise of peculiar skill and aptitude, that said contract is properly deemed excepted from the bidding requirements ordinarily associated with the letting of public contracts.

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

SECTION 1: That the Mayor is hereby authorized and directed to enter into a contract with Signal Service Company, for the maintenance, modernization, and/or replacement of all electrical traffic signals.

SECTION 2: The money needed for the aforesaid transaction shall be paid from the general fund 100; provided that, in no event shall the total amount to be paid under said contract exceed \$120,000.00.

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

RECEIVED
JUN 18 2024
CITY OF BROOK PARK CITY COUNCIL

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 that Council deems it necessary for the Mayor to enter into said contract with undue delay; 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

PIC 10-7-24 Safety
CA _____
1st R _____
2nd R _____
3rd R _____
LTC _____

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

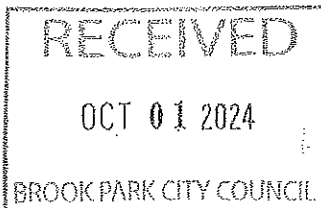
AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT FOR THE TRADE IN OF SIX GUNS AND A RIFLE SCOPE, AND TO
ACCEPT A TRADE IN ALLOWANCE OF \$7,420.00, AND USE THAT ALLOWANCE
TO PURCHASE A ROSS M40A3 TACTICAL RIFLE
AND DECLARING AN EMERGENCY

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

SECTION 1: The Mayor is hereby authorized to enter into an
agreement with D.D. Ross Company to trade in six guns and a rifle
scope for a credit of \$7,420.00, to purchase Ross M40A3 Tactical
Rifle, the quotation is 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 for the
further reason to authorize the Mayor to enter into an agreement
for the trade in of six guns and a rifle scope for a credit of
\$7,420.00, to purchase of a Ross M40A3 Tactical Rifle; therefore,
provided this Ordinance receives the affirmative vote of at least
five (5) members elected to Council, it shall take effect and be in
force immediately from and after its passage and approval by the
Mayor; otherwise, from and after the earliest period allowed by
law.



PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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



DIRECTOR OF LAW



D.D. Ross Company

Accuracy products and Custom Gunsmithing for
Law Enforcement and Military rifle accuracy systems.

August 3, 2024

Brook Park Police Department
17401 Holland Rd.
Brook Park, OH 44142
Attention: Detective Ben Scharte

Subject: **Our Proposal Number 24-0803 for Ross M40A3 Tactical Rifle**

Detective Scharte,

Thank you for meeting with me this week to discuss the repair and upgrade of your Remington tactical rifles. The specifications below are an overview of the work we perform and are in keeping with Military Accuracy Rifle standards. To achieve these results, we only use our proprietary accuracy components, as we provide to our Armed Services.

Our Firm will provide to the Brook Park Police Department, one (1) Ross M40A3 USMC Tactical Rifle, hand assembled to a Law Enforcement / Military accuracy standard. We also provide a full accuracy and performance warranty, for one year. Our M40A3 rifle is an outgrowth of our developmental work with the Marine Corps during the 1990's. We manufacture accuracy components, of our design, which are the basis of this accuracy system. D. D. Ross Company contracted with the Marine Corps in FY2000, to provide our components for the M40A3 program. Our system has been manufactured for Military/ LE professionals for more than 25 years. The M40A3 is in service around the world, and is considered one of the most accurate rifle systems available.

Summary of Components

Action: Factory new actions will be inspected, gauged and verified to factory dimensions. Receivers will be trued and barrel threads will be re-cut to insure proper cartridge support. All runways and cam surfaces will be lapped and hand seated in oil to insure smooth bolt travel and action locking.

Barrel: All barrels will be Douglas Premium Target Barrels, Chrome Molybdenum steel, hand selected by air gauge. Barrel will be No. 7 contour of 24" finished length. Barrels will incorporate a 1 turn in 10 inches twist rate, suitable for all bullet weights of 168 grains or heavier. All chambers will be hand cut and polished to M852 Match Ammunition standards. All chambers are intended for factory loaded Match Ammunition only.

5672 Arlyne Lane • Medina, OH 44256

p: (330) 725-3032 • f: (330) 723-8998 • E- mail: ddr2112@aol

August 3, 2024
Detective B. Scharfe
Page 2

Stock: All rifles will be assembled on Mil-Spec McMillan Fiberglass stocks. Stocks will be Style A4, OD green in color, with adjustable cheek-piece and spacer butt pad system.

Component parts: The following military components will be manufactured by our firm and used in the assembly of all rifles.

- USMC Optical Platform
- USMC M1 Trigger Guard
- USMC Recoil Lug

Assembly: All rifles will be assembled with a poured, pillar bedding system to insure a precision fit between components. The bedding system will be of titanium enriched epoxy and will provide a strong and stable platform to properly support the barreled action and to ensure repeatable accuracy.

The exterior metal finish of all rifles will be Mil- Spec Black Oxide, with matte finish.

Warranty

Our rifles carry a one-year performance warranty for accuracy and repair. This warranty is for ½ MOA repeatable accuracy, or less, when used with Factory Match Ammunition. Additionally, all rifles are guaranteed to be free of defects for one year and all repairs will be made at our expense. Thereafter, we will inspect our rifles annually, if requested and perform repairs and upgrades at discounted rates. All warranties are conditional upon a reasonable degree of care and maintenance by the end user.

Scope of Work

Our firm will provide one (1) Ross M40A3 Tactical Rifle, as specified herein.

August 3, 2024
Detective B. Scharte
Page 3

Price

The total delivered price for one (1) Ross M40A3 Tactical Rifle, assembled to the above specifications, is:

Total Delivered Price \$7495.00

Optional Accessories

Our firm can provide a full range of rifle accessories to include precision rifle telescopes, carrying cases, bipods and support equipment. These ancillary items can be provided as a modification to this contract when your needs are determined.

Terms

A deposit may be required at time of order placement to offset the cost of purchased components. Balance on contract will be due (10) days after signature acceptance of the finished rifle.

Lead times will be approximately (60) sixty days.

Trade in Kind

Surplus firearms and accessories will be considered for trade and deducted from the purchase price at wholesale value. Credits up to full contract price will be considered after inventory, inspection and evaluation of trade goods.

Trade Inventory

A Surplus Property Trade Inventory has been offered and accepted, reference Addendum 1 (attached). The approximate trade value of the inventory is subject to change as the list is finalized.

Approximate Trade Allowance \$7420.00

August 3, 2024
Detective B. Scharte
Addendum 1- Trade Inventory

INVENTORY OF TRADE FIREARMS & EQUIPMENT

<u>Make</u>	<u>Model</u>	<u>Caliber</u>	<u>Serial Number</u>
Colt	Series 70/Gov't	.45	51633G70
Colt	1911A1	.45	718194
Fed. Ord.	45 Gov't	.45	FA911552
RIA	1911A1 FS	.45	A124470
Ruger	Single Six	.22	62-14598
S&W	586	.357	AYR 4270
Leupold	M1 Telescope	N/A	N/A

Trade Allowance, One Lot as listed above.

Total Trade Allowance \$7420.00

August 3, 2024
Detective B. Scharte
Page 4

Price Summary

Ross M40A3 Tactical Rifle	\$7495.00
Less Trade Allowance	<u>7420.00</u>
Balance	\$ 75.00
Less DDR Adjustment	<u>75.00</u>
Total Price, after Allowances	\$0.00

For Our Proposal No. 24-0803, we propose a total Trade in Kind, of your Surplus Firearms for our Ross M40A3 Tactical Rifle.

Thank you for providing us the opportunity to submit our Proposal and for your input during the specification process. We are committed to meeting your needs with the highest quality products that we can provide.

I appreciate your continued interest in our Products and Services.

Sincerely,

D. D. Ross Company


Daniel D. Ross

PIC 10-7-24-Safety
CA _____
1st R _____
2nd R _____
3rd R _____
LTC _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE POLICE CHIEF TO
TRADE-IN POLICE EQUIPMENT AND/OR UNCLAIMED OR FORFEITED PROPERTY
NO LONGER NEEDED BY THE BROOK PARK POLICE DEPARTMENT,
AND DECLARING AN EMERGENCY

WHEREAS, the Police Department has equipment and unclaimed or forfeited property that it has no use for, and no longer serves any police or municipal purpose; and

WHEREAS, this equipment and/or unclaimed or forfeited property takes up much needed storage space in the Police Station; and

WHEREAS, the Police Department is requesting Council's authority and affirmation to trade-in unclaimed or forfeited property to Vance Outdoors Law Enforcement Sales for credit toward the purchase of new police equipment.

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

SECTION 1: That the Police Department is hereby authorized to trade in equipment and unclaimed or forfeited property, which no longer serves any police or municipal purpose, to Vance Outdoors Law Enforcement Sales for credit towards the purchase of new equipment for use by the Police Department. The list of property is 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

RECEIVED
OCT 01 2024

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 authorize the Police Department to trade in unclaimed or forfeited property to Vance Outdoors Law Enforcement Sales for credit toward the purchase of new police equipment; 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

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

DIRECTOR OF LAW

08/2024 Pistol List

1



CASE NUMBER	TAG	DATE	SERIAL NUMBER	
21061846	20408	7/5/2021	HW2884	
926337	1966B	11/17/2009	18733	
926337	1965B	11/17/2009	584595	
928708	1305B	12/22/2009	67657	
10002543	NONE	2/2/2010	GROUND OFF	
10002629	NONE	2/3/2010	CJP9687	
20001732	2377B	1/6/2020	142313	
20006194	2384B	1/21/2020	371956095	
20010392	2385B	2/4/2020	A97782	
20017993	2394B	3/2/2020	C46427	
20024370	19346	3/21/2020	HMP7877	
20029106	19365	4/15/2020	NONE	DESTROY
20030615	19368	9/23/2020	95315	
20041260	19491	6/4/2020	BAW5969	
20042098	19492	6/6/2020	MMU398	
20052019	2410B	7/10/2020	45567876	
20055390	2423B	7/21/2020	NONE	BB
20055390	2422B	7/21/2020	NONE	BB
20060071	19590	8/6/2020	91543	
20060255	19592	8/6/2020	ABD481318	
20069988	19689	9/5/2020	86136631	
20069988	19690	9/5/2020	64140268	
20069988	19688	9/5/2020	NBH3865	
20075000	2444B	9/22/2020	YL4541	
20078287	19771	10/2/2020	SSC001274	
20081426	19787	10/12/2020	DJU1235	
20083345	19872	10/19/2020	744199	
20084415	19876		AT276341	
20085354	2473B	10/26/2020	JBK4830	
20085354	2471B	10/26/2020	BGRZ970	
20085354	2472B	10/26/2020	TMB56598	
20090528	19948	11/11/2020	17828103	
20090528	19949	11/11/2020	BECY753	
20090528	19947	11/11/2020	CT082845	
20095013	19995	11/25/2020	DEFCK1327	
20102547	20007	12/21/2020	TFR03619	
20103686	2542B	12/24/2020	FYB6417	
20103686	2542B	12/24/2020	14D03493	BB
21012660	20069	2/15/2021	GKS0106978	
21012956	20071	2/16/2021	AP3334	
21019488	20099		NONE	TOY PISTOL
21036525	20265	4/29/2021	33681889	
21037099	20285	4/30/2021	371481484	
21046031	20308	5/26/2021	NONE	BB

08/2024 Pistol List

2

21055967	20353	6/21/2021	31678174	
21071095	2526B	7/27/2021	NONE	BLANKS
21071095	2525B		NONE	BB
21072900	2528B	8/1/2021	PF9YOV KIT	
21110389	2548B	11/5/2021	PBU6105	
21128175	20582	12/13/2021	US661418	
22007751	20837	7/8/2022	T647221BJ	
22020573	20686	2/22/2022	FDL2403	
22067311	2751B	6/21/2022	TLZ65497	
22119086	2786b	10/16/2022	SD116968	
22119086	2787B	10/16/2022	AT282098	
22119086	27888	10/16/2022	KDP1034	
22147973	21042	12/30/2022	7291297	
23002476	21047	1/7/2023	62B102516	
23002476	21046	1/7/2023	67226499	
23002476	21044	1/7/2023	34384960	
23002476	21048	1/7/2023	36669032	
23002476	21045	1/7/2023	ACVU501	
23019822	21143	2/19/2023	A081860X	
23019822	21144	2/19/2023	DAA470370	
23103501	21440	9/5/2023	ADCO72329	
23113361	21439	9/28/2023	7259	
23122908	21512	10/23/2023	AFDX221	
23122908	21513	10/23/2024	BBP0013007	Returned to owner per ADMC

Long gun list 08/2024

1

<u>CASE</u>	<u>TAG</u>	<u>DATE</u>	<u>SERIAL NUMBER</u>	
19049262	2311B	6/3/2019	RG11996	
20001732	2380B	1/6/2020	96687	
20014522	2387B	2/17/2020	CC19854B	
20017993	2392B	3/2/2020	157707J	
20085354	2474B	10/26/2020	L3090687	
20086919	19914	10/31/2020	NONE	DESTROY
20090528	19946	11/11/2020	2732251	
20090528	2483B	11/11/2020	E79117	
20103645	2545B	12/24/2020	WW185345	
20103686	2544B	12/24/2020	1615790	
21063476	2517B	7/9/2021	70307	
21070005	20396	7/25/2021	KH5187	
21120063	2599B	11/24/2021	312X05386	BB
22119086	2781B	10/16/2022	690020784	
22119086	2782B	10/16/2022	RS62902E	
22119086	2785B	10/16/2022	85091507	
22119086	2783B	10/16/2022	DEJ2250	
22119086	2784B	10/16/2022	83315985	
23002476	21050	1/7/2023	85046064	
23002476	21049	1/7/2023	RS257634	
23092722	1149B	8/15/2023	A3732993	
23102827	21439	9/3/2023	W1021078	
773025-19-0066	2236128	12/27/2015	MVP010905	ATF
773025-19-0066	2236125	12/27/2015	T799308	ATF
773025-19-0066	2236098	12/27/2015	22408158	ATF

Brook Park Police Dept

Smith & Wesson .38 Model 638 trade in list

S&W

CRZ3645

CRZ3289

CRZ4170

CRZ5312

CRZ4585

CRJ6292

CRT5581

CRU0520

CRN4987

CRZ4173

CRZ4583

CRH9687

CRZ3253

CRJ6688

CRZ4168

CRZ8181

CRZ4457

CRZ3723

CRU0331

CRZ3702

DNP1413

CRZ4206

CRZ4762

CRZ4763

CRU0494

DNS0733

CRN8860

DNS0641

CITY OF BROOK PARK, OHIO

110 10-7-24 Safety
CA
TAR
ZIG
OOR

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AMENDING SECTION 143.02 (a)
OF THE BROOK PARK CODIFIED ORDINANCES
ENTITLED 'COMPOSITION: EXECUTIVE HEAD,'
AND DECLARING AN EMERGENCY

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

SECTION 1: Section 143.02(a) of the Brook Park Codified Ordinances, as enacted by Ordinance No.7590-1991, passed May 28, 1991, and Ordinance No. 9650-2010, passed June 15, 2010, and reading as follows:

143.02 COMPOSITION; EXECUTIVE HEAD.

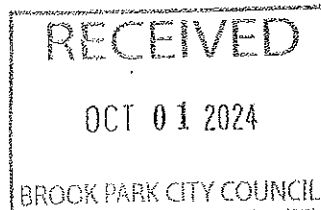
(a) The Fire Department shall be composed of the following officers and members:

- (1) One Fire Chief
- (2) One Assistant Fire Chief
- (3) One Fire Prevention Officer with rank of Lieutenant
- (4) Six Fire Lieutenants
- (5) One Assistant Fire Prevention Officer

(6) Not more than forty full-time firemen, who shall be on duty at such periods during the week, either day or night, and during such reasonable hours as the Fire Chief shall designate under such general rules and regulations as the Director of Public Safety prescribes.

(7) Such additional firemen as Council shall provide from time to time.

is hereby amended to read:



143.02 COMPOSITION; EXECUTIVE HEAD.

(a) The Fire Department shall be composed of the following officers and members:

- (1) One Fire Chief.
- (2) One Assistant Fire Chief.
- (3) Not more than three Fire Captains.
- (4) Not more than three Fire Lieutenants.
- (5) Not more than one Fire Prevention Officer.
- (6) Not more than one Assistant Fire Prevention Officer.
- (7) Not more than forty full-time firemen, who shall be on duty at such periods during the week, either day or night, and during such reasonable hours as the Fire Chief shall designate under such general rules and regulations as the Director of Public Safety prescribes.
- (8) Such additional firemen as Council shall provide from time to time.

SECTION 2: Former Section 143.02(a) of the Brook Park Codified Ordinances as enacted by Ordinance No.7590-1991, passed May 28, 1991, and Ordinance No. 9650-2010, passed June 15, 2010, is hereby expressly repealed.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 of amending Section 143.02(a) of the Brook Park Codified Ordinances; therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately 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.

[Signature]

Asst. DIRECTOR OF LAW

PIC 10-7-24 Service
CA _____
TOLR _____
ZINGR _____
SINGR _____
C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING A CHANGE ORDER FOR BEST EQUIPMENT, CO., INC. FOR THE
PURCHASE OF PARTS AND REPAIRS FOR GARBAGE TRUCKS, AND DECLARING
AN EMERGENCY

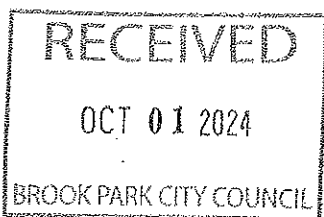
NOW THEREFORE, BE IT ORDAINED, by the Council of the City of
Brook Park, State of Ohio, that:

SECTION 1: A change order for Best Equipment, Co., Inc. is
hereby authorized for the purchase of parts and repairs for garbage
trucks in the amount of \$100,000.00.

SECTION 2: The money needed for the aforesaid transaction
shall be paid from 401-423 Capital Funds, and shall not exceed
\$100,000.00.

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 to authorize a change order for Best Equipment, Co.,
Inc., for the purchase of parts and repairs of garbage trucks in
the amount of \$100,000.00; therefore provided this Ordinance
receives the affirmative vote of at least five (5) members elected
to Council it shall take effect and be in force immediately from
and after its passage and approval by the Mayor; otherwise, from
and after the earliest period allowed by law.



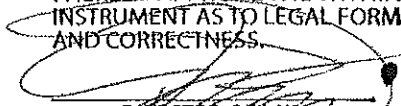
PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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

DIRECTOR OF LAW

PIC 10-1-24 Service
CAP 10-7-24
1st R _____
2nd R _____
3rd R _____
etc _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE CITY OF BROOK PARK'S
PURCHASE OF A 2024 FORD TRANSIT 350 WHEELCHAIR VAN,
AND DECLARING AN EMERGENCY

WHEREAS, the City passed Resolution 12-2023 on August 22, 2023, authorizing a grant application to The Northeast Ohio Area Coordinating Agency (NOACA) For Enhanced Mobility Of Seniors And Individuals With Disabilities (Section 5310) Program-State Fiscal Year 2023 and

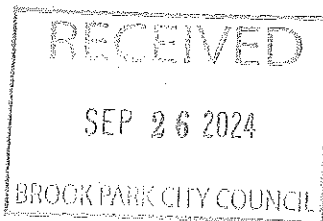
WHEREAS, the City has been awarded \$64,000 from NOACA for the purchase of one Ford 2024 Transit 350 Wheelchair Van; and

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, in the name of the City of Brook Park, to execute a contract with Mobility Works Commercial for the purchase of one Ford 2024 Transit 350 Wheelchair Van.

SECTION 2: The Mayor of the City of Brook Park is hereby authorized to be bound by all terms and conditions of the Northeast Ohio Areawide Coordinating Agency (NOACA) Contract for Services Agreement (Exhibit A).

SECTION 3: The Mayor of the City of Brook Park is hereby authorized to directly pay Mobility Works., under each such contract with the Ohio Department of Transportation in which the City of Brook Park participates, in the amount of \$81,174.24 for items it receives pursuant to the contract. The money needed for the aforesaid transaction shall be paid by the City from the Capital Improvement Fund #401. The City shall be reimbursed by an amount not exceeding \$64,000.00.



SECTION 4: That the City of Brook Park agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The City of Brook Park releases and forever discharges the Director of Transportation and the Ohio Department of Transportation from all such claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the City of Brook Park may have or claim to have against ODOT or its employees, unless such liability is found to be the result of negligent conduct on the part of ODOT or its employees.

SECTION 5: 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 6: 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 purchase of one (1) Ford 2024 Transit 350 Wheelchair Van to be operated by the City of Brook Park's Office of Aging 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



NORTHEAST OHIO AREAWIDE COORDINATING AGENCY

Contract for Services (SEC5310-2024-BRKPRK)

NOACA 2024
Section 5310
Program
20.513
CFDA NUMBER
SEC5310-2024-
BRKPRK
AGREEMENT
NUMBER

THIS AGREEMENT ("Agreement") is entered by and between the CITY OF BROOK PARK (the "Subrecipient"), a MUNICIPALITY and the NORTHEAST OHIO AREAWIDE COORDINATING AGENCY ("NOACA");

W I T N E S S E I H:

WHEREAS, NOACA desires to contract with the Subrecipient as sponsor for the Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program, as evidenced by NOACA Board of Directors' Resolution 2023-054.

WHEREAS, the Subrecipient will assist NOACA in achieving the goals of the Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program through **one (1) accessible vehicle** (the "Project"), which will support populations with specialized transportation needs and improve service efficiency; and

WHEREAS, the Project is consistent with the goals of the Coordinated Public Transit-Human Services Transportation Plan for Northeast Ohio, as required by the Federal Transit Administration (FTA).

NOW, THEREFORE, the parties mutually agree as follows:

1. **Contract with the Subrecipient.** The Subrecipient agrees to oversee work as detailed in Section 2, the Scope of Services, in conformity with all applicable federal, state, and local laws to which the Subrecipient and NOACA and their respective employees are subject.

2. **Scope of Services.** The Subrecipient shall perform in a satisfactory, proper, and timely manner the work tasks set forth in this Section 2, upon receiving proper authorization as defined in such Scope. The Scope of Services shall not be altered without prior express, written consent of NOACA and the Subrecipient.

2.1 Capital Asset(s)

<u>DESCRIPTION*</u>	<u>TOTAL PROJECT COST</u>	<u>FEDERAL SHARE</u>	<u>LOCAL SHARE</u>
(1) accessible vehicle	\$80,000	\$64,000	\$16,000

(*Must be specific and itemized. Items not listed in detail WILL NOT be eligible for reimbursement)

2.2 **Time of Performance.** The effective date of this Agreement shall be as of the last signature obtained for execution. All capital purchases made pursuant to this Agreement shall be complete within 18 months of said effective date, unless this Agreement is terminated earlier in accordance with Sections 6 or 7 or extended by agreement of the parties. This Agreement shall remain in effect through the useful life of the capital asset(s), and through a NOACA-approved disposition request if the asset(s) is(are) a vehicle(s).

The Subrecipient agrees to complete services as set forth in the Scope of Services and to invoice NOACA only for those services requested. The Subrecipient agrees to reimburse NOACA for any costs found to be ineligible for reimbursement by any state or federal agency whether due to audit or otherwise. NOACA reserves the right to make partial payments on any Agreement involving funds made available through any grant when necessary to conform to appropriation levels and funding availability.

Reimbursement to the Subrecipient shall not constitute a final determination by NOACA of the eligibility of any expense incurred by the Subrecipient and shall not constitute a waiver or release relating to any breach of this Agreement by the Subrecipient or any Project Contractor. NOACA will make a final determination of the eligibility of any cost charged to the Project after completion of the Final Audit and/or Project closeout.

2.5 Required Information and Documentation. The Subrecipient shall submit copies of all documents relating to this Agreement, including all bids and financial reports, as well as applicable current federal fiscal year certifications and assurances for the Section 5310 Program, to NOACA upon request or in accordance with the requirements of the appropriate program or other NOACA guidance. Subrecipient must submit all bids/quotes for vehicles and/or equipment to NOACA for compliance review prior to procurement.

The Subrecipient shall:

- a. Maintain and update a complete inventory of vehicles and equipment supplied through NOACA programs including the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Program;
- b. Submit quarterly status progress reports to NOACA;
- c. Provide procurement documentation as required by Federal Transit Administration (FTA) Circular 4220.1F "Third Party Contracting Guidance" based on the Federal Acquisition Threshold for the Project. At minimum, provide NOACA staff with copies of quotes in advance of purchase for a compliance review. Also, copies of invoices from the chosen vendor and proof of purchase for all capital assets shall be provided;
- d. If the Scope of Services includes the purchase of vehicles, then upon delivery of such vehicles, schedule an on-site inspection with NOACA to verify receipt.
 - i. Provide access to the vehicle, including in-site confirmation of the Vehicle Identification Number (VIN)
 - ii. Provide copy of title
 - iii. Provide copy of insurance
- e. Provide to NOACA, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

2.3 Reporting

a. Quarterly Reports

Subrecipient quarterly status reporting of milestones is required for the first 12 months of the term of this Agreement. Subrecipients should provide these status reports (Exhibit "D" Quarterly Status Report) to NOACA, typically with due dates near to the 10th day of the month, of January, April, June, and October. Quarterly status reporting shall occur through at least one quarter after the capital asset procurement in which the capital asset is in use. NOACA may require additional reports after the Project's initiation period to meet state or federal reporting requirements or for planning purposes.

The Subrecipient shall provide capital asset information as requested by NOACA through the useful life of the asset, and through disposition if the asset(s) is(are) a vehicle(s).

b. Invoicing

i. The Subrecipient shall submit to NOACA a capital Invoice (Exhibit "C") for items described in Section 2.1 of this Agreement as they are purchased or provided. All invoices shall be submitted by the Subrecipient and shall have proof of payment and required procurement documentation attached. The Subrecipient may submit only one Invoice per quarter following the purchase of the item(s). Vehicle invoices may be submitted up to 10 days prior to the anticipated vehicle delivery date. NOACA will review invoices against details specified in Section 2.1 of this Agreement, corresponding to the eligible capital expense incurred by the Subrecipient identified on the invoice.

NOACA may initiate invoice processing contingent upon a successful NOACA vehicle inspection after vehicle delivery.

ii. Project purchases shall be taken from the books of account kept by the Subrecipient. The Subrecipient shall have available copies of payroll distribution, receipted bills, or other documents reasonably required by NOACA. Subrecipients should invoice NOACA for Project costs incurred using a completed, signed, and dated version of Exhibit "C," Invoice for Federal Reimbursement, attached. The Subrecipient shall also submit quarterly status reports to NOACA in the form shown as Exhibit "D," Quarterly Status Report, without which payment by NOACA may be refused.

2.4 Reimbursement. The total estimated cost of the Project is **\$80,000** as shown in Section 2.1 and Exhibit "B." NOACA agrees to reimburse and/or invoice according to an agreed schedule (Exhibit "A") and in accordance with the provisions contained in Sections 2.1, 2.2, 2.3, and 2.4 of this Agreement for all authorized services performed in a satisfactory and timely manner by the Subrecipient. NOACA agrees that federal grant funds paid in accordance with this Agreement shall not exceed the Project maximum of **\$64,000**. All costs in excess of the Project maximum are to be paid by the Subrecipient. The Subrecipient agrees to submit to NOACA invoices or other required documentation with sufficient evidence of payment.

- f. Allow NOACA periodic access to assets purchased pursuant to this Agreement, as well responding to questions regarding the Section 5310-supported program services, in accordance with NOACA's FTA required Subrecipient monitoring program.

NOACA reserves the right to request additional information or documentation relating to the Project at any time during the term of this Agreement, as required by federal or state law or regulation or by NOACA's internal policies and procedures. The Subrecipient shall submit all information to NOACA's Section 5310 Project Manager as requested by NOACA or its agents.

3. Transit Asset Management Reporting Requirements. The FTA's Transit Asset Management (TAM) Final Rule requires Section 5310 Subrecipients that own, operate, or manage capital assets used to provide public transportation or Open Door Services, to submit an annual status report on their entire vehicle fleet servicing specialized populations, as well as safety information and any incidents to NOACA for inclusion in the FTA's annual National Transit Database (NTD) report.

"Public transportation services" are defined at 49 U.S.C. 5302(14) as regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income.

NOACA will review the Subrecipient's transportation services and make a determination of whether the TAM Final Rule reporting requirement applies to them. If it does, NOACA will coordinate the annual reporting requirement with the Subrecipient after the end of each State Fiscal Year, until the Subrecipient no longer operates federally-funded vehicles to provide transportation to specialized populations. If applicable, the TAM Final Rule reporting requirement obligations outlined in this Agreement will survive the term of this Agreement, as required by law.

4. Sale, Disposition, or Encumbrance of Project Capital Assets. Sale or disposition of Project capital assets shall be undertaken by the Subrecipient only after receiving NOACA's written approval (See Exhibit E: NOACA Vehicle Disposition Request Form). If applicable, upon disposition the Subrecipient shall refund to NOACA the Federal share of the Fair Market Value of the Project capital assets that do not meet minimum disposition criteria. The Subrecipient shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project capital assets.

5. Required Insurance Coverage. The Subrecipient shall purchase and maintain a comprehensive policy of insurance upon the Project capital assets. Said policy for vehicles shall be in effect throughout the period of time the Subrecipient owns such vehicles, and shall include:

- a. Collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project in an amount no less than the Federal participation rate of the fair market value.
- b. The Subrecipient is required to notify NOACA if there is theft of a vehicle that is not recovered, or if a vehicle is declared totaled or a total loss by an insurance company. In these cases, NOACA and the Subrecipient will work toward a suitable remedy to ensure the Project maintains its federal interest and the Project's reporting is up to date.

- c. Liability insurance shall protect FTA, NOACA, and the Subrecipient from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project capital assets by Subrecipient or by anyone directly or indirectly associated with the Subrecipient. Unless the Subrecipient receives the prior written permission of NOACA to carry a lower amount of insurance coverage, the minimum amount of liability insurance the Subrecipient shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate.

6. **Termination of Contract for Cause.** If through any cause, except for cause beyond control of the Subrecipient, the Subrecipient fails to perform at the time set forth in the Scope of Services, time being of the essence, or fails to fulfill in any material respect its obligations under this Agreement; or if the Subrecipient has violated in any material respect any of the covenants, agreements or stipulations of this Agreement, any of which such occurrences shall be referred to as an Event of Default, NOACA shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date, which may be immediate. In such event, the Subrecipient shall be eligible for reimbursement for that portion of the work satisfactorily completed and accounted for prior to termination.

Whenever an Event of Default has occurred, NOACA may:

- a. direct the Subrecipient to comply with such orders of disposition of the Project capital assets and/or facility as NOACA may issue,
- b. direct the Subrecipient to return to NOACA the percentage of the Federal share of the remaining Fair Market Value, if any, which is realized from the Subrecipient disposition of the Project capital assets and/or facility,
- c. refuse to pay any invoices, and/or
- d. require reimbursement from the Subrecipient of all or any portion of the grant funds for any period of time that the Subrecipient has been in default.

7. **Termination for Convenience.** Either party may terminate this Agreement at any time by giving at least seven (7) days advance written notice to the other party of such termination and specifying the effective date. If the Agreement is terminated by NOACA, the Subrecipient will be reimbursed for all of its services satisfactorily performed and accounted for up to that time. Acceptance of the sum so reimbursed shall constitute complete and final release by the Subrecipient of NOACA and the Subrecipient shall not be entitled to any further reimbursement nor will NOACA be liable for any further reimbursement, whether for damages or otherwise. Notwithstanding the fact that NOACA terminates this Agreement, the Subrecipient shall comply with all conditions to be eligible for reimbursement for that portion of the work which it completed prior to termination, and any other ongoing reporting requirements outlined herein.

8. **Changes.** NOACA or Subrecipient may request changes in the Scope of Services to be performed by the Subrecipient. Such changes mutually agreed upon by NOACA and the Subrecipient shall be incorporated in written amendments to this Agreement, and signed by both parties. Any changes to the Scope of Services or any other provisions of this Agreement, which are mutually agreed upon by NOACA and the Subrecipient, shall be incorporated in written amendments to this Agreement, and signed by both parties.

9. **Findings Confidential.** Any reports, information and data given to or prepared or assembled by the Subrecipient under this Agreement shall not be made available to any individual or organization by the Subrecipient without prior approval of NOACA unless required by law or unless dissemination of any such reports, information or data is in furtherance of the Subrecipient's services hereunder. All news releases or other public information relating to NOACA or contents of the Scope of Services contained in this Agreement must have prior approval of both parties unless subject to public records law.

10. **Responsibility of the Subrecipient.** The Subrecipient shall be responsible for professional quality, technical accuracy, and coordination of all services furnished by the Subrecipient and the chosen third-party contractor (to be approved by NOACA) under this Agreement. Upon request, the Subrecipient shall correct or revise, without additional compensation, any errors or deficiencies that occur in its services.

11. **Compliance with Federal, State, and Local Requirements.** The Subrecipient will fully comply with all applicable terms and conditions stipulated in the most current FTA Master Agreement, as amended.

- a. The FTA Master Agreement may be accessed at the Federal Transit Administration website at www.fta.dot.gov, including all applicable certifications and assurances.
- b. NOACA and the Subrecipient understand and agree that not every requirement within the Master Agreement will apply to the Project and those that do not apply will not be enforced.
- c. The Subrecipient will also fully comply with all other applicable federal, state, and local laws, rules, regulations, executive orders, and other legal requirements as they apply to the Subrecipient's responsibilities under this Agreement. Further, the Subrecipient will fully comply with any applicable provisions of NOACA's most current Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program Management Plan (PMP), as amended.

12. **Audits and Inspection.** Upon reasonable advance notice, at any time during normal business hours and as often as NOACA or its auditor may reasonably deem necessary, the Subrecipient shall make available to NOACA, for examination, all records for a period of no less than three years from the date of final payment with respect to all matters covered by this Agreement, and will permit NOACA or its auditor to audit, examine, and make copies of transcripts from such records, and to make copies of all contracts, invoices, materials, payroll records, and to make copies of other data relating to all matters covered by this Agreement.

The Subrecipient shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred pursuant to generally accepted accounting practices. Those records which relate to a NOACA grant agreement, litigation, or settlement of claims arising out of such performance, or cost of items to which an audit exception has been taken, shall be maintained and made available for three years after the Subrecipient makes final payment and all other pending matters are closed.

NOACA will schedule on-site inspections during the useful life of the vehicle to monitor capital assets purchased through the Section 5310 Program. NOACA will require visual confirmation that the asset is still in service, as well as its VIN, condition, mileage, and other details relevant to ensuring the Project is in compliance with NOACA's Section 5310 Program.

13. Equal Employment Opportunity. The Subrecipient agrees to abide by any and all applicable equal employment opportunity laws, whether state or federal, and to use its best efforts to subcontract with disadvantaged business enterprises (DBEs) when possible. The Subrecipient shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and election for training, including apprenticeship. The Subrecipient further agrees that it will insert the foregoing provision in all of its subcontracts in connection with services provided; the Subrecipient further agrees to comply with all requirements of Title VI of the Civil Rights Act, 42 U.S.C. 2000d et seq., 49 C.F.R. Part 21.

a. **Disadvantaged Business Enterprise (DBE).** The Subrecipient agrees to comply with FTA regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26, and implementing guidance FTA may issue. The Subrecipient should confirm and document that purchases meet this requirement, either through documentation from the vendor, manufacturer, FTA list of eligible transit vehicle manufacturers, which is updated periodically, or through other means.

14. Interest of Members of the Subrecipient and Others. No officer, member, or employee of the Subrecipient and no members of its governing body shall have any interest, direct or indirect, in this Agreement.

15. Time of Execution and Reliance by NOACA on Prior Submissions. The parties acknowledge that NOACA, in executing this Agreement, is relying upon the accuracy and truthfulness of information submitted to NOACA by the Subrecipient as requested by NOACA and supplied by the Subrecipient and such information is incorporated by reference in this Agreement.

16. Bus Testing. For any Agreement for a Project involving the purchase of a bus, the Subrecipient certifies that the model of bus was tested at an FTA approved Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The Subrecipient further certifies that it has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

17. Buy America. The Subrecipient agrees to comply with 49 U.S.C. subsection 5323(j)(13), FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and implementing guidance FTA may issue, unless the current Buy America Waiver for small purchases below \$150,000, as defined in the FAST Act, applies.

Additionally, in response to the Build America, Buy America (BABA) Act included in the Bipartisan Infrastructure Law (BIL), DOT finalized a limited waiver of Buy America requirements for de minimis costs and small grants (88 FR 55817), applicable to awards obligated on or after August 16, 2023. The findings of this waiver are applicable to "DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which: the total value of the non-compliant product is not more than the lesser of \$1,000,000 or 5% of total applicable costs for the projects; or the total

amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000".

The Subrecipient should confirm and document that purchases meet this requirement, either through documentation from the vendor, manufacturer, or through other means.

18. Anti-Lobbying (Receiving over \$100,000). No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, title 31, U.S. Code. Any Subrecipient who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this Agreement imposed by section 1352, title 31, U.S. Code. Any Subrecipient who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. NOACA reserves the right to terminate this Agreement immediately for failure by Subrecipient to comply with any provision of this Section.

19. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. The Subrecipient agrees to comply with 2 CFR § 200.216 ("Prohibition on certain telecommunications and video surveillance services or equipment"). Subrecipient will not use assistance awarded by FTA to procure or obtain, extend

or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain covered "telecommunications and video surveillance services or equipment.

20. **Tax Liability and Felony Convictions.** No Subrecipient that is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, may have unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and which is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, nor may such Subrecipient have been convicted of a felony criminal violation under any Federal law within the preceding 24 months.



21. **Notices to the Parties.** Notices, reports, invoices, and other communications required under this Agreement shall be sent to the following representatives of the parties:

NOACA CONTACT

SUBRECIPIENT CONTACT

Leah Telepak, Program Manager	Paul Marnecheck, Commissioner of Economic Development
NOACA	City of Brook Park
1299 Superior Ave	6161 Engle Rd.
Cleveland, OH 44114	Brook Park, OH 44133
216.241.2414 ext 302	216-433-7032
LTelepak@mpo.noaca.org	PMarnecheck@CityofBrookPark.com
www.noaca.org	www.cityofbrookpark.com

IN WITNESS WHEREOF, the Subrecipient and NOACA have executed this Agreement as and for the date last written below.

NORTHEAST OHIO AREAWIDE COORDINATING AGENCY	NORTHEAST OHIO AREAWIDE COORDINATING AGENCY
By:  Legal Counsel	By: _____ Executive Director & CEO
Date: 5/18/2024	Date: _____
SUBRECIPIENT: City of Brook Park	SUBRECIPIENT: City of Brook Park
By: _____ Legal Counsel	By:  Mayor Edward Orcutt
Date: _____	Date: 6/4/2024

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


DIRECTOR OF LAW

EXHIBIT A

Milestones and Budget

TASKS	SCOPE OF WORK	ESTIMATED TOTAL COST	MILESTONES	SCHEDULE
1	Contract Begins	\$0	Fully executed contract between NOACA and SUBRECIPIENT	Quarter 1
2	Procurement Process	\$0	Follow federal procurement procedures to chose vendor	Quarter 1
3	Order AWARDED ITEM	\$0	Order AWARDED ITEM	Quarter 2
4	AWARDED ITEM delivery and inspection	\$80,000	Take possession of AWARDED ITEM, schedule NOACA inspection, invoice NOACA for up to AWARDED AMOUNT reimbursement	Quarter 3
5	Quarterly Reporting ends	\$0	Quarterly reporting for SUBRECIPIENT ends	Quarter 4 *if capital asset is put into service in Quarter 4, one additional report will be required
6	Contract end	\$0	Contract between NOACA and SUBRECIPIENT ends	Disposition of vehicle
TOTAL				

EXHIBIT B

Reimbursement, Roles and Responsibilities

I. Reimbursement: Total cost of the Project is **\$80,000**. NOACA agrees that the grant funds paid in accordance with this Agreement shall consist of a Federal amount not to exceed **\$64,000** (federal funding, 80%). A breakdown of this compensation is shown in the approved Project budget, which is attached and made part of this Agreement for financial reporting, monitoring and audit purposes (Exhibit "A"). Changes to the approved Project budget shall be made in accordance with the Agreement section entitled "Changes".

II. Method of Payment:

A. Payments: The **City of Brook Park** (Subrecipient) may bill NOACA for milestones no more frequently than quarterly. The bill must contain documentation of the milestone or percentage of work completed for acceptance by the NOACA Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program Project Manager.

The Subrecipient shall be entitled to receive progress payments on the following basis. Upon completion of the described milestones (Exhibit "A") during the existence of this Agreement, the Subrecipient shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to NOACA along with the quarterly status report by the 10th day of the month following the end of each quarter (January 10th, April 10th, July 10th, and October 10th). Any payment for which reimbursement is requested may be disallowed at NOACA's discretion if not properly documented, as determined by NOACA, in the required quarterly narrative progress report.

Upon NOACA's audit and review of such invoice and its review and approval of the invoice, NOACA, at the request of the Subrecipient, will make payments to the Subrecipient as the work progresses but not more often than quarterly.

- a) Invoices shall reflect 100% of allowable actual costs incurred, be numbered consecutively and submitted each quarter or at a less frequent, agreed upon interval until the project is completed.
- b) An electronic or paper copy of the Subrecipient quarterly invoice and quarterly narrative progress report is to be submitted to the NOACA Enhanced Mobility of Seniors and Individuals with Disabilities Program Project Manager, as shown in the "Notices to the Parties" section of this Agreement.
- c) Quarterly narrative progress reports will be required throughout the useful life of the equipment purchased under this project Agreement. Additional annual reporting may be required of the by FTA at a schedule of its determination.

B. Final Payment: Final payment shall only be made upon determination by NOACA that all requirements have been completed. Upon such determination and upon submittal of a final invoice by the Subrecipient, NOACA shall pay all compensation due to the Subrecipient, minus all previous payments made.

The Subrecipient final invoice must be received by NOACA by no later than 30 days after the Project completion date specified in the "Time of Performance" section of this Agreement. NOACA may disallow, at its reasonable discretion, payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subrecipient under this Agreement exceed **\$64,000** (federal funding, 80%), and that the Subrecipient expressly agrees that it shall do, perform and carry out in a satisfactory and proper manner, as reasonably determined by NOACA, all work and services described in the Scope of Services (Section 2).

IV. Access to Records: The Subrecipient agrees that NOACA, FTA and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subrecipient which are directly pertinent to the Project for the purpose of making audit, examination, excerpts and transcriptions.

The Subrecipient agrees that failure to carry out requirements set forth above in any material respect shall constitute a breach of contract and may result in termination of this Agreement by NOACA or such other remedy available under law.

V. NOACA's Designated Agent. NOACA's Executive Director designates Leah Telepak (or other designee) as NOACA's Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program Project Manager for purposes of this Agreement only, except for executing amendments.

VI. Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Agreement Number. The Subrecipient is required to have the Agreement Number on every document that is submitted to NOACA. The Agreement Number for this grant is **SEC5310-2024-BRKPRK**. No document submitted to NOACA by the Subrecipient will be accepted without this number on the document.

VII. Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Invoice Number. The Subrecipient is required to have the Invoice Number on every invoice that is submitted to NOACA. The first invoice submitted shall be **SEC5310-2024-BRKPRK -P1** then numbered successively afterwards (i.e. P2, P3, P4...). No invoice will be eligible for reimbursement without the Invoice Number.

VIII. Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Report Number. Reports shall be submitted quarterly, no later than the 10th day of the month following the end of each quarter (January 10, April 10, July 10, October 10). The Subrecipient is required to have the Report Number on every report that is submitted to NOACA. The first report submitted shall be **SEC5310-2024-BRKPRK -R1** then numbered successively afterwards (i.e. R2, R3, R4...).

EXHIBIT C

**Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)
Invoice for Federal Reimbursement**

NOACA Contract #	SEC5310-2024-BRKPRK	
Invoice #: <i>(Please number consecutively P1, P2, etc.)</i>	SEC5310-2024-BRKPRK -P#	
Submitted By	Project Manager, Subrecipient name	
Submitted To	Adam Allen, NOACA Planner II	
Date	Date Signed and Submitted TO NOACA	

The City of Brook Park Certification

This is to certify that the work as shown on the attached Invoice has been completed and in no way represents any degree of duplication of payments that have been or will be received and that all the work covered by this invoice has been performed in accordance with the referenced Agreement.

NOTE: Amount Requested cannot exceed the encumbered amount of \$64,000

Payment Item	Participation %		Current Invoice	Total Previous Payments	Total Work Completed
Cost of Completed Deliverables	Total (100%)		\$0.00	\$0.00	\$0.00
	Federal	Local			
NOACA/Federal Share	(Max 80%)		\$0.00	\$0.00	\$0.00
Subrecipient Local Share		(Min 20%)	\$0.00	\$0.00	\$0.00
AMOUNT REQUESTED			\$0.00		

Milestone(s) Addressed by this Invoice:	
--	--

**Incomplete invoices or invoices submitted without milestone/status reports will be returned and payment may be delayed*

- Check here if purchase invoice is included (required for reimbursement)
- Check here if additional procurement quotes/materials are included (if applicable)
- Check here if proof of payment (e.g. cancelled check) is included (if applicable)
- Check here if this is the FINAL INVOICE for this project.

Project Manager, Subrecipient Name

Date

NOACA Section 5310 Program Project Manager

Date

EXHIBIT D

**Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program
Quarterly Status Report**

Submitted By: City of Brook Park
Submitted To: Adam Allen, NOACA Planner II

Date:
Contract #: SEC5310-2024-BRKPRK

Invoice #: SEC5310-2024-BRKPRK -P#

Work Anticipated This Quarter:

Work Completed This Quarter:

Problems Encountered or Anticipated:

Note: Additional reporting may be required by FTA.

EXHIBIT E

NOACA Vehicle Disposition Request Form

The purpose of this form is to request "the settlement of the federal interest in project property that is no longer needed for the originally authorized purpose." Disposition of your vehicle "allows the grant recipient and federal government to cash out on property that is no longer needed." Vehicles must meet requirements for disposition, including meeting Federal Transit Administration (FTA) minimum useful life age or mileage. If those criteria are not met for disposition, agency must request NOACA approve a disposition which may include repayment of current federal interest in vehicle.

Agency Name	
Agency Address	
Agency EIN	
Director/CEO/Manager	
Staff Contact (if different from Above)	
Staff Contact Email Address	
Staff Contact Phone Number	

Vehicle Details Requesting Disposition

#	Vehicle Identification Number (VIN)	Vehicle Make/Model	Vehicle Type* (see chart below)	Vehicle Model Year	Date Placed in Revenue Service	Date Removed from Revenue Service	Vehicle Mileage When Removed From Revenue Service	NOACA Funding Program (i.e. 5310, New Freedom)
1								
2								
3								

*Vehicle Types: Sedan, Van, Mini-Van, Light Transit Vehicle (LTV), Light Transit Vehicle-Narrow (LTN), Bus. Other explain): _____
 FTA minimum useful life by vehicle type can be found here:
https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Grant%20Management%20Requirements%20Circular%205010-1E_1.pdf

Signature: _____ Date: _____

EXHIBIT F

**Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)
NOACA Board Resolution**

INSERT HERE