

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, OCTOBER 15, 2024
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. 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. **Moved from Regular Caucus meeting held on October 8, 2024.**
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. **Moved from Regular Caucus meeting held on October 8, 2024.**
3. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA) (PATROLMEN), AND DECLARING AN EMERGENCY.

IV. LEGISLATIVE COMMITTEE- CHAIRMAN, SCOTT

1. A RESOLUTION HONORING AND COMMENDING DAVID MARFLAK JR. FOR ACTIONS CONTRIBUTING TO SAVING A LIFE, AND DECLARING AN EMERGENCY. Introduced by Council President Salvatore, Mayor Orcutt, Councilmembers: Troyer, Mencini, Roberts, Scott, Dufour, McCorkle, Poindexter.

V. PLANNING COMMITTEE- CHAIRMAN, POINDEXTER

1. REQUEST APPROVAL FOR A LOT CONSOLIDATION OF 9 PARCELS AT 0 PEMBERTON DRIVE AND 0 VAN WERT AVENUE; PPN'S: 344-29-077; 344-29-078; 344-29-079; 344-29-080; 344-29-081; 344-29-082; 344-29-083; 344-29-084; 344-29-085| LOCATED IN THE U2-A6 ZONING DISTRICT.
2. REQUEST APPROVAL FOR A CONSOLIDATION OF 4 PARCELS AT 14100 SNOW ROAD, 0 SNOW ROAD, 14107 SNOW ROAD, AND 0 WESTBROOK DRIVE; PPN'S 344-15-178; 344-29-086; 344-15-008; AND 344-15-009 | LOCATED IN THE U2-A6 ZONING DISTRICT.

VI. ADJOURNMENT:

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
8006 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2380 FAX(614)644-3160

TO

6552173 <small>PERMIT NUMBER</small>		TRFO <small>TYPE</small>	15119 SNOW LLC 15119 SNOW RD & PATIO BROOK PARK OH 44142
10	01	2023 <small>ISSUE DATE</small>	
09	16	2024 <small>FILING DATE</small>	
D1	D2	D3 D3A <small>PERMIT CLASSES</small>	
18	110	C	F32057 <small>RECEIPT NO.</small>

FROM 09/18/2024

24551160005 <small>PERMIT NUMBER</small>			EILE CHAHDA DBA FRONT ROW BBO 15119 SNOW RD & PATIO BROOK PARK OH 44142
10	01	2023 <small>ISSUE DATE</small>	
09	16	2024 <small>FILING DATE</small>	
D1	D2	D3 D3A D6 <small>PERMIT CLASSES</small>	
18	110		



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.
REFER TO THIS NUMBER IN ALL INQUIRIES **C TRFO 6552173**

(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

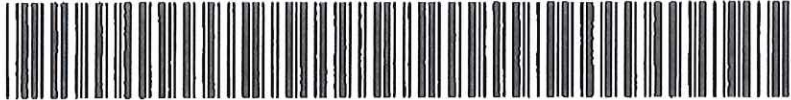
OHIO DIVISION OF LIQUOR CONTROL
6008 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)844-2380 FAX(614)844-3188

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.



MAILED 09/26/2024
~~08/06/2024~~

RESPONSES MUST BE POSTMARKED NO LATER THAN 10/26/2024
~~09/06/2024~~

IMPORTANT NOTICE

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

C TRFO 3158049-0055

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

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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



CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)
(PATROLMEN), AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City of Brook Park and the Ohio Patrolmen's Benevolent Association (OPBA), has been presented to Council; and

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

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

SECTION 1: The Mayor is hereby authorized to enter into a contract on behalf of the City with the Ohio Patrolmen's Benevolent Association, effective retroactively from January 1, 2024 through December 31, 2026, a copy of said contract is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein.

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

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, and for the further reason of providing a new contract with the OPBA and the city jailers; 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.

[Handwritten Signature]

DIRECTOR OF LAW

EXHIBIT
"A"

An
AGREEMENT

between

THE CITY OF BROOK PARK

and

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(POLICE OFFICERS)**

EFFECTIVE: JANUARY 1, 2024

EXPIRES: DECEMBER 31, 2026



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AGREEMENT

This Agreement is made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and the Ohio Patrolmen's Benevolent Association (herein "OPBA" or "Union"). OPBA.

ARTICLE 1 INTENT OF THE AGREEMENT

1.01 The Employer has recognized the OPBA as the representative of employees of the Division of Police, both parties now desire to enter into a new Agreement to supersede all previous agreements, and to provide for the peaceful adjustment of any differences that may arise from time to time during the term of this Agreement without resort to strike, and to set forth clearly the terms and conditions of employment and responsibilities of each party and to promote harmony and efficiency to the end that the citizens of Brook Park, Ohio will enjoy uninterrupted police protection and service during the term of this Agreement.

ARTICLE 2 RECOGNITION

2.01 The Employer hereby recognizes the OPBA as the exclusive representative for negotiating wages, hours and other terms and conditions of employment for all sworn full-time employees of the Division of Police occupying the positions of patrol officers and detectives, excluding sergeants, lieutenants, the Captain, Chief of Police, all part-time, seasonal and temporary employees, and all other full-time and part-time employees of the Employer.

2.02 The Employer will furnish, upon request, the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 Except as specifically limited by explicit provisions of the Agreement, the Employer reserves and retains, solely and exclusively, all rights, powers and authority, including the right to determine and fulfill the mission of the Division of Police of the Department of Public Safety, determine staffing policy and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- (a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of service, overall budget, utilization of technology and organizational structure;
- (b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance;
- (c) To determine the size, composition, structure and adequacy of the work force;
- (d) To establish and determine job qualifications and duties and to establish, modify, consolidate and abolish jobs or job classifications;
- (e) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, and for just cause demote, discipline, suspend and discharge employees;
- (f) To lay off employees in the event of lack of work or lack of funds or under conditions where the Employer determines that the continuation of such work is unnecessary;
- (g) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (h) To determine the location of facilities and to introduce new and/or improved equipment and methods;
- (i) To determine the financial policies and procedures of the Employer, including the exclusive right to allocate and expend all funds of the Employer;
- (j) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE 4
DUES DEDUCTION

4.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have individually and voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees in the Division of Police for whom the Employer is currently deducting dues.

4.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

4.03 The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. Employee has no pay due on the pay date, such amounts deducted from the next or subsequent pay.

4.04 A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

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

ARTICLE 5 **ASSOCIATION REPRESENTATION**

5.01 The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the employer and will cooperate to keep to a minimum time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief. The Employer will compensate a representative at the normal rate for the time spent in the good-faith processing of grievances, and at any meetings at which the Employer requests a representative to be present, but only for such time expended during normal working hours.

5.02 Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours, without loss of pay.

5.03 Department representatives and Director of the OPBA shall be afforded eighty (80) hours of time off per year to attend Association meetings. There shall be no carryover of hours from one calendar year to the next.

5.04 The OPBA shall provide the Employer with a list of union representatives. The OPBA shall update this list as needed and provide the Employer with the updated list.

ARTICLE 6 **NO STRIKE**

6.01 **No Strike.** Neither the OPBA nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of

this Agreement. A breach of this section shall be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the OPBA meets all of its obligations under this Article.

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

6.03 In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

6.04 The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 7 DISCIPLINE

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

7.02 Disciplinary action taken by the Employer shall only be for just cause.

7.03 **Disciplinary Notices.** For purposes of future disciplinary action, a disciplinary notice shall remain in the employee's personnel folder for two (2) years from the date of issuance, except for suspensions which shall remain in the employee's personnel folder for five (5) years from the date of issuance.

7.04 Any disciplinary action against a non-probationary employee shall be processed in accordance with the Grievance and Arbitration Procedure in Article IX of this Agreement beginning at Step 3 (Police Chief level) of the Grievance Procedure.

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE

8.01 **Definitions.**

(a) A "grievance" is a dispute or difference between the Employer and the OPBA or the Employer and an employee concerning the interpretation or application of any

provision of this Agreement.

(b) For the purpose of this Article, "working days" means Monday through Friday. In the event the Employer or its representatives does not respond in accordance with the time limitations as set forth herein, the grievance will automatically move to the next step of the Grievance Procedure.

8.02 Grievance Procedure.

(a) Step 1. An employee who has a grievance may take it up orally with the Lieutenant (or at the next rank level above where the discipline was meted out), either alone or with a representative of the OPBA, within one calendar week after the events occur which gave rise to the grievance. The Lieutenant will respond orally or in writing within two (2) working days after the grievance is presented. If there is no rank of Lieutenant, the grievance should be taken up orally with the Captain in accordance with Step 2.

(b) Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be taken up orally with the Captain within three (3) working days after receipt of the Step 1 answer. The Captain will respond orally or in writing within two (2) working days after the grievance is presented.

(c) Step 3. If the grievance is not satisfactorily settled at Step 2, it shall be reduced to writing with details and remedy requested and submitted to the Police Chief on forms provided by the Employer within five (5) working days after receipt of the Step 2 answer. The Chief will meet with the employee and with representatives of the OPBA within three (3) working days of the receipt of the grievance and will provide the OPBA with a written answer within two (2) working days after the meeting.

(d) Step 4. If the grievance is not satisfactorily settled at Step 3, the employee may appeal in writing to the Director of Public Safety on forms provided by the Employer within five (5) working days after receipt of the Step 3 answer. The Director will meet with the employee and with representatives of the OPBA within three (3) working days of the receipt of the grievance and will provide the OPBA with a written answer within two (2) working days after the meeting.

(e) Step 5. If the grievance is not satisfactorily settled at Step 4, the employee may appeal, in writing, to the Mayor on forms provided by the Employer within five (5) working days of the receipt of the Step 4 answer. The Mayor, or his designee, shall respond in writing within five (5) working days of the receipt of the appeal.

(f) Step 6. If the grievance is not satisfactorily settled at Step 5, the OPBA may submit the grievance to arbitration by notice to the Employer within fifteen (15) working days of the Step 5 answer. The parties shall promptly meet in an attempt to mutually agree on an arbitrator to hear the matter. Absent an agreement the OPBA may request from the Federal

Mediation and Conciliation Service (FMCS) a panel of seven (7) potential arbitrators. The parties will obtain a quote list only of arbitrators from FMCS. The parties shall thereafter and using the alternate strike method, choose one (1) arbitrator. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

8.03 Attendance at Arbitration. An employee or Employer official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the arbitration proceeding. Any request made by either party for the attendance of witnesses shall be made in good faith. At no time shall the number of employees in attendance exceed three (3) employees at any one time.

8.04 Policy Grievance. A grievance which affects a substantial number of employees may be initiated at Step 3 of the Grievance Procedure.

8.05 Authority of Arbitrator. The arbitrator shall have no power or authority to add to or subtract from or modify in any way the provisions of this Agreement, or to make an award in conflict with law.

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

ARTICLE 9 **DUTY HOURS**

9.01 The regular work week for employees in the Division of Police will be forty (40) hours.

9.01a Pursuant to the order of the Chief of Police, the Patrol Division schedule shall convert to a twelve (12) hour work day whereby each member assigned to patrol duty shall work six (6), 12-hour days and one (1), 8-hour day within a two week pay period. Overtime shall be calculated for any hours worked in excess of twelve (12) hours on a scheduled 12-hour shift, or in excess of eight (8) hours on a scheduled 8-hour shift.

9.02 All Patrolmen who adjust their schedules four (4) times per year for training (in-service or otherwise departmental approved), court, schedule adjustment to fit manpower needs or for other operational need, shall receive twenty (20) hours of pay in the first pay period of December each year.

ARTICLE 10
PERMANENT SHIFTS

10.01 There shall be permanent shifts for non-probationary patrol officers. The OPBA will be responsible to balance shifts among senior and junior members. In that regard, OPBA members will make an annual shift selection by seniority and submit the same to the Employer for review. Shift assignments will not be used as a form of discipline. This provision is applicable to patrol officers, except all employees assigned to special units. Employees, if any, in the motorcycle unit and K-9 unit can only select those shifts authorized for such units or his designee (i.e., motorcycle unit cannot bid for midnight shift and K-9 unit cannot bid for day shift). Employees within the detective bureau will have their shifts assigned by the Employer.

10.02 The City shall have the right to request that an officer be removed from his/her selected shift for good cause. After such request, the parties shall meet and negotiate before the City makes a final decision as to such removal. The Employer will make every effort not to switch an officer's shift during the calendar year; provided, however, that if a shift discrepancy occurs during the year, the Employer will meet with the OPBA before it makes any final decision. Nevertheless, affected individuals shall have the right to file a grievance regarding such shift change directly at Step 5 (Mayor's level) of the Grievance Procedure. No action on shift change will be taken until the Mayor or his designee provides a written response in accordance with Step 5 of the grievance procedure.

10.03 Officers will not be required to switch shifts to fill a manpower need unless an officer's absence will be greater than fourteen (14) days. The Employer will seek volunteers to fill shift discrepancies. If there are no volunteers, the Employer agrees to make every effort to fill shift discrepancies by reverse seniority.

ARTICLE 11
OVERTIME

11.01 When a full-time employee is required to work in excess of their regularly scheduled work day, overtime will be computed on a daily rather than weekly basis, such employee shall receive an overtime payment at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for each hour worked beyond the regularly scheduled tour of duty. Time spent for required and approved school, training, staff meetings and court appearances (outside of regular duty time) will be paid at time and one-half (1-1/2), provided, however, that the employee shall receive a minimum of three (3) hours pay for each such appearance (whichever is greater). For purposes of court appearances, in the event that any portion of the actual court appearance falls within the officer's regular shift time, or if the actual court time is scheduled within thirty (30) minutes of the regularly scheduled shift, the officer shall be entitled to additional compensation for only that amount of time actually spent outside of his regularly scheduled shift.

11.02 Overtime will be computed by including all items such as longevity, cost-of-living, and extra training pay.

11.03 Employees shall be eligible to receive either compensatory time or overtime at the rate of time and one-half as noted above. The employee compensatory time system will be set-up as a two (2) bank system referred to as the (A) bank and the (B) bank. Employees may accumulate no more than one hundred twenty (120) hours of compensatory time in the (A) bank, and no more than three hundred (300) hours in the (B) bank. Employees eligible for such time shall have the right to receive overtime pay or compensatory pay to be paid at the regular rate of pay with no skill differential as they choose.

11.04 Employees will be able to accrue compensatory time in the (A) bank not to exceed one hundred twenty (120) hours at any time. This compensatory time bank will carry over year to year, but shall not exceed one hundred twenty (120) hours at any time. Employees will be able to accrue a separate annual bank, the (B) bank, of up to three hundred (300) hours of compensatory time to either be utilized or paid in the calendar year as follows:

(a) Any approved compensatory time as time off shall not be used to create or result in overtime payments to other officers.

(b) Compensatory time not utilized and approved by the Employer prior to the payout periods set forth in this paragraph will be paid out and the account paid to a zero (0) balance twice per year, payable in July and December each year. Payouts under this provision will be made for compensatory time accumulated more than two (2) pay periods to the payout.

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

However, when an employee accumulates one hundred twenty (120), (A) bank, or three hundred (300) hours, (B) bank, of compensatory time, he/she must take overtime pay at the applicable rate of pay for that year.

All employees shall receive eight (8) hours of compensatory time during the first pay period of each year, which shall be added to their compensatory time (A) or (B) bank. Employees shall inform which bank the compensatory time is to be placed into by January 15th. If such time creates the compensatory time (A) bank to exceed the one hundred twenty (120) hour limit, or the compensatory time (B) bank to exceed the three hundred (300) hour limit, then this time must be used in such year causing the bank to drop back to their respective limits.

11.05 Employees who currently have more than one hundred twenty (120) hours of compensatory time in the (A) bank and three hundred (300) hours of compensatory time in the (B) bank will not be eligible to receive additional compensatory time and must receive overtime pay until their one of the compensatory time "banks" is reduced to below its respective hour limits.

11.06 The use of compensatory time may not create an overtime situation elsewhere in the department.

11.07 Court Cancellation Pay For purposes of court time, if an officer receives notice within 24 business hours of his or her scheduled court appearance that his or her attendance is no longer required or that the court proceeding was cancelled, the officer shall receive two (2) hours pay at time and one-half (1-1/2)

ARTICLE 12
LEAVES

12.01 Sick Leave. Each employee shall be credited with sick leave at the rate of ten (10) hours for each completed month of service. Employees may use sick leave, upon the approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's balance on the basis of one hour for every hour of absence from previously scheduled work. An employee using sick leave shall furnish a satisfactory written signed statement justifying its use. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal. This section shall be uniformly administered as to all employees. No sick leave may be granted to an employee upon or after his retirement or termination of employment.

12.02 Conversion of Unused Sick Leave.

(a) An employee who retires shall be entitled, as part of the employee's final pay, to a lump sum payment of one-half (1/2) of all of the employee's accrued and unused sick leave not to exceed a maximum payout of 1200 hours (1/2 of 2400 hours equals 1200 hours maximum payout). The payment will be based upon the employee's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. To be eligible, an employee must have at least ten (10) years of full-time employment with the Employer. "Retirement" means disability or service retirement under any state retirement system.

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

12.03 Funeral Leave. A full-time employee shall be granted a leave of absence with pay, not to be charged against sick leave, in the event of the death of his spouse, mother, father, or legal guardian within the family environment, child, stepchild, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, or sister-in-law. The attendance of funerals for other family members as approved by the Chief of Police shall be charged against sick leave. The employee will be granted three (3) working tours leave. To be eligible, the employee must notify the Employer in the manner it will establish and must attend the funeral. Failure

to do so or misrepresentation of the facts relating to funeral leave shall be grounds for disciplinary action, including discharge. Eighty (80) hours of leave shall be granted to a member of the Department whose spouse, parent, or child dies. Employees may utilize sick leave for additional time in excess of three (3) days.

12.04 Jury Duty Leave. Any full-time member of the Division of Police who is called for jury duty and any full-time employee who is called and actually serves on the jury in any court, either federal, county or municipal, shall be paid his or her regular salary less any compensation received from such court for jury duty as provided for in the Ohio Revised Code.

12.05 Wage Continuation/Transitional Work Policy. All employees are subject to the Employer's Wage Continuation/Transitional Work Policy which is on file at the Human Resources Commissioner's Office.

12.06 Leave of Absence Without Pay.

The Chief of Police may grant a leave of absence without pay to employees. The employee must request in writing all leaves of absence without pay. The request shall state the reason(s) for taking such leave of absence and the dates for which leave is requested. The leave may be granted for a maximum duration of six (6) months. This leave is in addition to any leave provided by the Family and Medical Leave Act or other provisions of this collective bargaining agreement. If it is determined that the leave is not actually being used for the purpose it was granted, the Chief of Police may cancel the leave and direct the employee to return to work.

(a) An employee who fails to return to service from a leave of absence without pay may be removed from service. A member who fails to return to duty and is subsequently removed from service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

(b) Upon completion of a leave of absence, the member is to be returned to his/her classification formally occupied. Time spent on authorized leaves of absence without pay will count toward seniority, layoff purposes and for computing the amount of vacation leave, provided the member is properly returned to service and is not serving a probationary period.

(c) Members that do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.

(d) This provision is not subject to the grievance procedure.

(e) Except for seniority, no other employee benefits, including health care, are accrued under this provision.

12.07 Leave Donation Program. Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation

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

12.08 Sick Leave Bonus. Any employee who does not utilize any paid sick leave for a period of three (3) consecutive months shall be entitled to ten (10) hours of compensation. At the employee's option, this compensation is to be ten (10) hours of straight time placed into the employee's compensatory time (B) bank or paid in cash in the first pay period following each three-month period. The cash payment shall be in a separate check and distinct from any other regular compensation. The consecutive month periods shall be:

- 1) January, February, and March.
- 2) April, May, and June.
- 3) July, August, and September.
- 4) October, November, and December.

12.09 Family and Medical Leave Act. Employee may request and be granted time off without pay pursuant to the Family and Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employees shall continue to receive health insurance benefits with the same conditions as set forth in Article XVII. Employees are subject to the Employer's FMLA policy.

ARTICLE 13
VACATION

13.01 All full-time employees shall be granted the following vacation leave, with pay, for each year based on length of service with the Employer. Vacations shall be taken from January 01 through December 31 and shall be selected by employees in December preceding the year the vacation is to be taken based upon seniority and classification.

<u>Years of Service</u>	<u>Length of Vacation</u>
After 1 year	2 weeks (80 hours)
After 5 years	3 weeks (120 Hours)
After 10 years	4 weeks (160 Hours)
After 15 years	5 weeks (200 hours)
After 20 years	6 weeks (240 hours)

Compensation for vacation shall be based upon forty (40) hours of pay at the employee's

regularly hourly rate for each week of vacation.

13.02 Any break in service by an employee will result in a forfeiture of all accumulated years of service. Break in service shall mean retirement or resignation by an employee or termination by the Employer after exhausting the grievance and arbitration procedure, which is final.

13.03 Accumulation. Vacation shall be taken in the calendar year following the calendar year in which it is earned, except that all employees of the Division of Police may accumulate up to three times their annual vacation provided that in no event shall such accumulation exceed ten (10) weeks (400 hours). Accrued vacation time in excess of accumulation permitted by the preceding paragraph, and carried over to the following calendar year, shall be forfeited.

13.04 Employees may be permitted to take their earned vacation time (1-6 weeks), one day at a time provided that permission for such vacation has been secured from the Chief or his designee and further provided that such vacation does not cause overtime.

13.05a Employees may be permitted to take their earned vacation time (1-6 weeks), in hourly increments provided that permission for such time off has been secured from the Chief or his designee and further provided that such time off does not create overtime.

13.05b All employees receiving six (6) weeks of paid vacation shall have the option of receiving cash for one (1) vacation week per year. Payment for this week of vacation shall be paid concurrent with the first pay day in December of each year. An employee wishing to utilize this option must notify the Police Chief on or before November 1st of each year.

ARTICLE 14 **HOLIDAYS**

14.01 All full-time employees who work the following holidays shall be compensated at the overtime rate for all hours worked:

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

In lieu of holidays, employees shall be credited with eighty-eight (88) hours of time off and such time off shall be taken according to departmental rules, except that should any holiday be taken prior to the actual date of the holiday, an employee shall be liable for repayment of the holiday pay to the Employer if the employee ceases to be an employee of the Employer by the date of the holiday.

14.02 Any full-time employee who actually works on one of the holidays enumerated in

Section 14.01 will be compensated at the overtime rate defined in Article XII, Section 1, for the hours actually worked on the holiday. Any full-time employee who is working overtime on one of the holidays enumerated in Section 14.01 will be compensated an additional one-half (1/2) of their normal rate.

14.03 All full-time employees shall be entitled to twenty-four (24) personal hours. Time off shall be taken according to departmental rules.

14.04 Holiday Time Cash-Out All full-time employees who are not on the Department's sick leave abuse program shall be entitled to exchange up to eighty-eight (88) hours holiday leave each year for cash compensation. The employee must inform the Employer of the number of holiday hours, if any, he wants to exchange for cash compensation by December 1st of each year. The payment for the exchanged holiday leave hours will be in the first pay period of December and will be in a separate check and distinct from any other regular compensation.

14.05 Mental Health/ Stress Day Any employee desiring to take time off which will interfere with shift manpower requirements may have another bargaining member work the shift for which the time off is requested. The employee working these hours will be paid the normal overtime rate. Each bargaining unit member will be permitted to use this benefit three (3) times per calendar year. This time off request must be made with at least a three (3) hour notice, to enable the shift supervisor to fill these overtime hours.

Time for this will be deducted from the employee's sick time bank, and will not be counted against the employee in regards to the Sick Time Bonus, (Section 13.08). If the employee does not have at least twelve (12) hours in their sick time bank, Mental Health/ Stress Day will not be granted.

Only one bargaining member per shift will be permitted to use this Mental Health/ Stress Day at a time. Consideration will be granted to multiple requests depending on the time frame such request was made, and the ability to fill multiple openings.

Any employee not utilizing this annual benefit shall receive a check for two hundred dollars (\$200.00) for each day not utilized in the preceding year. Such payment to be issued by January 31st, and will be in a separate check and distinct from any other regular compensation.

ARTICLE 15
COMPENSATION

15.01 Effective January 1, 2024, the annual pay for Patrol Officer shall be as follows:

Patrol Officer	2024	2025	2026
Start	\$65,273.21	\$67,394.58	\$69,416.41

OPBA (Patrol) and City of Brook Park

After 12 months	\$69,789.00	\$72,057.14	\$74,218.85
After 24 months	\$72,289.00	\$74,638.39	\$76,877.54
After 36 months	\$76,667.00	\$79,158.67	\$81,533.43
After 48 months	\$83,336.68	\$86,045.12	\$88,626.47

The wages shown above include the \$200.00 cost-of-living bonus which has been rolled into the base rate. *

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

<u>Length of Service</u>	<u>Amount</u>
5 years	\$560.00
10 years	\$1,271.00
15 years	\$1,986.00
20 years	\$2,697.00
25 years	\$3,410.00

15.02 Shift Differential. , For members assigned to the 0700hrs to 1900hrs shifts shall receive a payment of \$210 for shift differential. Members assigned to the 1900hrs to 0700hrs shifts shall receive a payment of \$624. All members assigned to the Detective Bureau shall receive a shift differential of \$185. All payments shall be evenly divided into their bi-weekly pay.

15.03 Professional Pay In order to encourage continuing professional training and proficiency, all employees who undertake training and are granted accreditation or certification in three (3) of the following fields:

- **Firearms Proficiency
- LEADS Certification
- Blood Alcohol Analysis
- Radar and/or Laser Certification
- **AED Trained

Shall be paid an annual professional wage supplement in the amount of Two Thousand Eight Hundred Dollars (\$2,800.00) annually provided, however, that such employees shall maintain such accreditation or certification in three (3) of the above fields respectively under professional guidelines and requirements established by the State of Ohio or the Chief of Police for the City of Brook Park.

The payment for the Professional Pay will be in the first pay period of July and will be in a separate check and distinct from any other compensation.

** The categories (Firearms Proficiency+ AED Trained) must be two of the three (3) fields in which the accreditation or certification is maintained.

15.04 Extra Training Pay.

(a) All full-time employees who have completed forty-four (44) credit hours (based upon a college quarter system) or thirty (30) credit hours (based upon a college semester system) in Law Enforcement courses with a grade of "C" or better in each course shall, receive two (2%) percent of the top Patrolmen salary in addition to their annual salary as an incentive for completing such Law Enforcement courses.

(b) All full-time employees who have completed the course and who have received an Associate Degree in Law Enforcement shall receive four (4%) percent of the top Patrolmen salary in addition to their annual salary as an incentive for obtaining such degree.

(c) All full-time employees who earn a degree above an Associate Degree in Law Enforcement, such as a bachelor or master degree, and provided the courses taken to earn such degree are job related to police technology, shall receive four (4%) percent of the top Patrolmen salary in addition to their annual salary as an incentive for obtaining such degree.

(d) The payment referred to in paragraphs (a), (b), and (c) of this Section are to be made at the time the required degree is received and also during the first pay period of July of each subsequent year; however, if an employee receives a two (2%) percent payment in July of any year for completing Law Enforcement courses and later in the same year qualifies for a four (4%) percent payment for receipt of a degree under paragraph (b) or (c), the Employer shall pay the individual an additional two (2%) percent upon receipt of such degree.

(e) The maximum payment per year for any employee under this Section will be four (4%) percent of the top Patrolmen salary in addition to an employee's annual salary.

(f) All full-time employees who desire to attend classes for extra training pay under this Section shall attend classes on their own time and/or compensatory time previously earned. Such employees shall not be awarded overtime for classes attended on their own time.

- 1) If an employee wishes to attend classes when scheduled for duty, using compensatory time, it shall first be determined by the Chief of Police, with concurrence of the Safety Director, that sufficient manpower is available, but if the employee has not accumulated compensatory time and still desires to attend classes during the scheduled working hours, the employee must agree to reimburse the Employer for the time missed while attending classes.

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

(g) No payment will be made under this Section until satisfactory evidence that the courses have been completed or the degree has been earned is submitted to the Audit Department through the Chief of Police, who shall determine the validity of such evidence presented by the employee.

(h) Said payment shall be made by separate check.

15.05 In the event that the Chief or his designee appoints the senior available patrol officer as the replacement, that patrol officer will be considered the officer-in-charge and will receive the Sergeant's rate of pay for such fill-in period.

15.06 If there is sufficient manpower available, an employee may be permitted by the Chief to attend duty-related classes while on duty with no charge against his accumulated time record.

ARTICLE 16 INSURANCE

16.01 Hospitalization Insurance.

(a) The Employer will provide and pay for 85% of the premium for the higher deductible plan and 90% of the premium for the lower deductible plan on behalf of each full-time employee for single and family hospitalization, medical service coverage and prescription coverage under the current plan or a substantially similar plan.

All deductions will be made on a pretax basis.

Prescription coverage shall be as follows under the current plan or a substantially similar plan.

- 1) Tier 1 - \$10.00 deductible
- 2) Tier 2 - \$20.00 deductible
- 3) Tier 3 - \$35.00 deductible
- 4) Maintenance drugs - by mail order only; mandatory program.

The Employer shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Association, provided that the benefits in such new policy are substantially similar to the current policy.

16.02 Dental Insurance. The Employer will provide each member of the Division dental insurance coverage under the current plan or substantially similar plan and/or other delivery

systems which includes a fifty (\$50.00) dollar deductible with eighty (80%) percent payment in all services to one thousand (\$1,000.00) dollars per year and sixty (60%) percent payment toward orthodontia care to a lifetime maximum of one thousand five hundred (\$1,500.00) dollars. The Employer will pay the equivalent of the premium for employee and family coverage and orthodontia coverage.

16.03 Life Insurance.

(a) The Employer will provide and pay the full premium for all full-time employees for a convertible life insurance policy in the face value of twenty-five thousand (\$25,000) dollars.

(b) The Employer will provide and pay the full premium for a paid life insurance policy in the face amount of five thousand (\$5,000.00) dollars, for each employee covered by this Agreement upon such employee's retirement.

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

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

16.05 Employee Contributions Employees are subject to the premium contributions for hospitalization insurance, dental insurance, and vision insurance as set forth in attached Exhibit "A" and incorporated herein.

ARTICLE 17
CLOTHING ALLOWANCE

17.01 Employees shall be provided an annual clothing allowance of one thousand-one hundred (\$1,100.00) dollars in January of each year.

17.02 Employees who are assigned to the Motorcycle, K-9, SWAT/Tactical, Mobile Field Force, and Accident Investigation units will receive an additional three hundred (\$300.00) dollars annually for the purpose of purchasing uniforms and accessories specific to their unit.

17.03 Employees who are transferred to the Detective Bureau and back from the Detective Bureau will have their clothing allowance accelerated at the Chief's discretion.

17.04 The Employer agrees to continue to provide soft body armor for all employees. Employees agree to wear soft body armor. Soft body armor will be replaced in the event the specifications for soft body armor change or the soft body armor has manufacturer defects or

it is compromised in any way. The Employer will replace soft body armor prior to its expiration date.

ARTICLE 18
MISCELLANEOUS

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

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

18.03 Suits Against Employees. Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action or inaction by such employee in the scope of employment. The Employer shall also provide legal counsel and pay all expenses for the defense of any claim or suit brought against any such employee arising from or because of any action or inaction by such employee actually or allegedly committed in the scope of employment.

18.04 Service Weapon. Employees shall be permitted to purchase their service firearm and back-up firearm in the condition such weapon was used. Upon retirement each weapon may be purchased for one (\$1.00) dollar each, providing such retirement is not due to any mental disability.

18.05 FTO Pay. Any employee who acts as a Field Training Officer shall be compensated one (1) additional hour at time and one-half for each eight (8) hour tour of duty as a Field Training Officer in addition to time worked. If the employee works more or less than an eight (8) hour shift in the capacity of Field Training Officer, additional compensation shall be added to or reduced on a pro-rata basis. Overtime pay can be converted to compensatory time upon employee's request.

ARTICLE 19
LAYOFF PROCEDURE

19.01 If a layoff of police officers becomes necessary, it shall be made in order of seniority (most junior first) and recall shall be in the inverse order of seniority. If a layoff of police officers should become necessary, the Employer shall pay the police officers laid off the following: (1) regular overtime pay due; (2) compensatory time, if any, due; and (3) accrued

but unused vacation time.

It is further understood that before any full-time police officers may be laid off under this Article, all part-time work must first have been eliminated and that no civilian employee shall be hired to do any work currently performed by members of the bargaining unit if such hiring would cause the layoff of a member of the bargaining unit.

ARTICLE 20
NON-DISCRIMINATION

20.01 The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or disability.

20.02 The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 21
GENDER AND PLURAL

21.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 22
HEADINGS

22.01 It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said article nor affect any interpretation of any such article.

ARTICLE 23
"PICK-UP" PAYMENTS

23.01 Within a reasonable period from the ratification of this contract, the Employer shall initiate a pension "pick-up" plan. Specifically, the members' gross salary shall be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by members prior to the

commencement of the "pick-up" program and will, therefore, be included in "compensation" for the purposes of the Ohio Police and Fire Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this contract. The Employer's contribution to the Ohio Police and Fire Pension Fund will be calculated on the full salary of members before the "pick-up" is deducted from gross salary.

ARTICLE 24
LABOR MANAGEMENT COMMITTEE

24.01 It is agreed by and between the City of Brook Park and OPBA that it is in the best interests of the parties to create a Labor Management Committee for the purpose of discussing areas of mutual concern.

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

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

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

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

ARTICLE 25
SAVINGS CLAUSE

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

ARTICLE 26
SHIFT TRADE/ RESCHEDULING

26.01 Employees may trade scheduled workdays or shifts with approval of their shift

sergeants. Approval for such shift trades or workday trades shall not be unreasonably denied. Each scheduled workday or shift trade can only be done between pay periods.

26.02 During any given pay period, employees may change scheduled days off with the approval of the shift sergeant as long as such request does not create overtime.

26.03 Shift trades by employees shall be limited to thirty (30) days in a calendar year.

ARTICLE 27 MOTORCYCLE UNIT

27.01 There shall be a motorcycle unit, to which up to two (2) patrol officers working in the Division of Police shall be assigned. The Employer shall only discontinue the motorcycle unit if maintaining the unit causes substantial financial detriment to the Employer or for other good cause shown by the Employer.

27.02 The Employer will provide patrol officers presently assigned to the motorcycle unit with an initial supply of uniforms, to include, in management's discretion, helmets, gloves, goggles, boots, pants and jackets. Thereafter, it will be the officers' responsibility to purchase additional or replacement articles using their uniform allowance per Article XVII.

ARTICLE 28 PROBATIONARY PERIOD

28.01 All newly hired employees will be required to serve a probationary period. The probationary period starts from date of hire and ends one (1) year after completion of field training. During said period, the Employer shall have the right to discipline or discharge such employees and any such action shall not be appealable through the disciplinary, grievance or arbitration procedures herein contained or to any Civil Service Commission. Employees shall have no seniority during such probationary period. However, upon completion of the probationary period, seniority shall start from date of hire.

28.02 If a new employee is discharged or quits while on probation, and is later rehired, he shall be considered a new employee.

ARTICLE 29 DURATION OF AGREEMENT

29.01 This Agreement is prospective only and represents the complete Agreement on the matters herein between the Employer and the OPBA. This Agreement does not alter, amend any other terms of the Contract which are carried over from the preceding labor agreement unchanged. Except as otherwise noted herein this Agreement shall become effective on January 01, 2024, and shall remain in full force and effect until

December 31, 2026. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2026, notice of such a desire shall be given prior to November 01, 2026. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract. If no notice seeking modification is given, then the Agreement shall remain in effect for another year, although notice may be given in any subsequent year prior to November 01, and the procedure stipulated herein shall then take effect.

29.02 This Agreement shall be subject to a "me too" agreement relating to any changes regarding increases, in wages or economic benefits in the Agreement between the Employer and the International Association of Fire Fighters, AFL-CIO, during the 2024 - 2026 collective bargaining agreement.

OPBA (Patrol) and City of Brook Park

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2024.

FOR THE CITY OF BROOK PARK:

FOR THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION:

Edward Orcutt, City Mayor

Daniel Leffler, OPBA Attorney

Johnathan Downes, City Attorney

Committee Member

Carol Dillon Horvath, Law Director

Committee Member

Committee Member

210 9-17-24 Legislative
CA Prior 10-1-24 J
1st R _____
2nd R _____
3rd R _____
COC _____

CITY OF BROOK PARK, OHIO

RESOLUTION NO. _____

INTRODUCED BY: COUNCIL PRESIDENT SALVATORE, MAYOR ORCUTT, COUNCILMEMBERS TROYER, MENCINI, ROBERTS, SCOTT, DUFOUR, McCORKLE, POINDEXTER

A RESOLUTION
HONORING AND COMMENDING
DAVID MARFLAK JR. FOR ACTIONS CONTRIBUTING TO SAVING A LIFE,
AND DECLARING AN EMERGENCY

WHEREAS, on August 14, 2024, David Marflak Jr. was out running errands, fixing his son Tyler Marflak's car and putting up garage sale signs with his friend Lisa Aslanis; and

WHEREAS, Mr. Marflak has two children, Jocelyn Marflak age 14, and Tyler Marflak age 21; and

WHEREAS, as David Marflak and Lisa Aslanis were stopped at the intersection of Smith Road and Holland Road, Lisa started to scream; and

WHEREAS, a gray SUV t-boned a motorcyclist entering the intersection, causing the victim to slide approximately 75 feet; and

WHEREAS, Mr. Marflak immediately called 911, then sprang into action, as the victim's femoral artery was bleeding profusely, fashioning a tourniquet out of a bystander's belt until the paramedics came and saved his life; and

WHEREAS, David Marflak said, " I believe God puts me at the right place at the right time on August 14th, I understood the assignment."

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

SECTION 1: The Mayor and Council wish to honor David Marflak Jr. for his timely response, professionalism and utmost bravery in helping to save a person's life.

SECTION 2: The Clerk of Council is hereby directed to forward a certified copy of this Resolution to David Marflak Jr.

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

resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to honor David Marflak Jr.; 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 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.



Asst. DIRECTOR OF LAW

RECEIVED
SEP 13 2024
BROOK PARK CITY COUNCIL

MEMO

TO:	Carol Johnson, Clerk of Council w/Enclosures
CC:	Mayor Orcutt Carol Horvath, Law Director brookparksalvatore@gmail.com troyerbpcouncil@gmail.com jamesmencini@yahoo.com sroberts@cityofbrookpark.com rscott@cityofbrookpark.com tdufour@cityofbrookpark.com bpoindexter@cityofbrookpark.com dmccorkle@cityofbrookpark.com w/out Enclosures
FROM:	Carol Dell, Secretary BZA & Planning Commission Secretary
DATE:	October 9, 2024
RE:	Planning Commission Recommendation

The Brook Park Planning Commission met on October 7, 2024, regarding approval for a lot consolidation. By vote of 6-0, the Planning Commission voted to recommend approval of a lot consolidation, for the following:

- Request approval for a lot consolidation of 9 Parcels at 0 Pemberton Drive and 0 Van Wert Avenue; PPN’S: 344-29-077; 344-29-078; 344-29-079; 344-29-080; 344-29-081; 344-29-082; 344-29-083; 344-29-084; and 344-29-085 | Located in the U2-A6 Zoning District
Planning Commission’s recommendation for this project must be forwarded to City Council for final action

And

- Request approval for a lot consolidation of 4 Parcels at 14100 Snow Road, 0 Snow Road, 14107 Snow Road, and 0 Westbrook drive; PPN’S: 344-15-178; 344-29-086; 344-15-008; and 344-15-009 | Located in the U2-A6 Zoning District
Planning Commission’s recommendation for this project must be forwarded to City Council for final action



Page 2
October 9, 2024

The Planning Commission herein submits its recommendation to City Council that they, by Resolution prepared and approved by the Law Department, Affirm or Deny the Vote of the Planning Commission at the next regularly scheduled meeting.

See Attached Engineer's comments, Building Commissioner's comments, and 2024 Planning Commission Application.

If additional information is required, please feel free to contact me.

PROPERTY OWNER:

GreyFoxBrookPark, LLC
ATTN: FREW COOK
6161 Oak Tree Boulevard – South
Suite #250
Independence, Ohio 44131
drewcook@greyfoxcapital.net

Thank you,
Carol Dell
Secretary, City of Brook Park Planning Commission
Building Department 216/433-7412 (cdell@cityofbrookpark.com)

BROOK PARK PLANNING COMMISSION

The Brook Park Planning Commission met on October 7, 2024, regarding approval for a lot consolidation. By a vote of 6-0, the Planning Commission voted to recommend approval of the proposed lot consolidation for the following:

- Request approval for a lot consolidation of 9 Parcels at 0 Pemberton Drive and 0 Van Wert Avenue; PPN'S: 344-29-077; 344-29-078; 344-29-079; 344-29-080; 344-29-081; 344-29-082; 344-29-083; 344-29-084; and 344-29-085 | Located in the U2-A6 Zoning District

Planning Commission's recommendation for this project must be forwarded to City Council for final action

And

- Request approval for a lot consolidation of 4 Parcels at 14100 Snow Road, 0 Snow Road, 14107 Snow Road, and 0 Westbrook drive; PPN'S: 344-15-178; 344-29-086; 344-15-008; and 344-15-009 | Located in the U2-A6 Zoning District

Planning Commission's recommendation for this project must be forwarded to City Council for final action

The Planning Commission herein submits its recommendation to City Council that they, by resolution prepared and approved by the Law Department, Affirm or Deny the Vote of the Planning Commission at the next regularly scheduled meeting.

Carol A. Dell

Secretary, Planning Commission

10-9-24

Date





CITY OF BROOK PARK

BUILDING DEPARTMENT | 5590 Smith Road | Brook Park | Ohio | 44142

| Email | buildingdept@cityofbrookpark.com

| Office | 216.433.7412

2024 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	See Attached Project Parcel and Address List	<input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL	ZONE	U1-A6
PARCEL #	See Attached Project Parcel and Address List	BUSINESS NAME (If Applicable)	GreyFoxBrook Park, LLC	

PROPERTY OWNER NAME(S)	GreyFoxBrook Park, LLC Attn: Drew Cook			<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	919-210-9763	Email	drewcook@greyfoxcapital.net	
Street Address	6161 Oak Tree Blvd S, Suite 250	City	Independence	Zip 44131
AGENT/CONTACT PERSON NAME(S)	n/a			<input type="checkbox"/> Will Attend Meeting
Phone #		Email		
Street Address		City		Zip

APPROVAL(S) REQUESTED	<input type="checkbox"/> Aesthetic / Project ²	<input type="checkbox"/> Conditional Use Permit ²	
	<input type="checkbox"/> Front Porch	<input type="checkbox"/> Billboard ¹	<input type="checkbox"/> Telecommunication Tower ¹
	<input type="checkbox"/> Re-Zone ³	<input type="checkbox"/> Lot Split ^{3,4}	<input checked="" type="checkbox"/> Lot Consolidation ^{3,4}
	<input type="checkbox"/> Other:		

¹ Provide Construction Drawings and/or Structural calculations
² Provide Detailed Business Plan per City Ordinance 1121.34
³ Provide Legal Description
⁴ Provide Lot Split / Consolidation Plat and Mylar

SUMMARY OF REQUEST	GreyFoxBrookPark, LLC is the owner of 9 parcels east of Van Wert Ave, south of Pemberton Drive, and north of Snow Road. GreyFoxBrookPark, LLC is requesting the approval of a consolidation plat as shown on the attached plat and legal descriptions
--------------------	---

APPLICANT SIGNATURE		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Agent	DATE	09/12/2024
---------------------	--	--	------	------------

Address List:

Addresses:

0 Pemberton Drive, Brook Park, OH 44142

0 Van Wert Avenue, Brook Park, OH 44142

Parcel List:

344-29-077

344-29-078

344-29-079

344-29-080

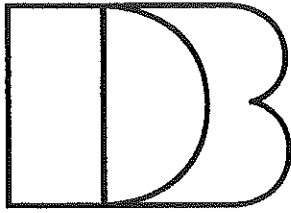
344-29-081

344-29-082

344-29-083

344-29-084

344-29-085



**Donald Bohning
& Associates**
7979 Hub Parkway
Valley View, Ohio 44125
T 216.642.1130
F 216.642.1132

Parcel "A" - North
3.3467 Acres
DGB 5509-S

June, 2024

LEGAL DESCRIPTION

Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio, and known as being Sublot Nos. 25 through 32 and all of an area designated "Proposed for Future Embankment" in the Hummel-Snow Subdivision No. 1 of part of Original Middleburgh Township Section 1, Lots Lots 3 and 4, as shown by the recorded plat in Volume 175, Pages 24 and 25 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at a point in the centerline of Van Wert Avenue, 50 feet wide, at its intersection with the centerline of Snow Road, 100 feet wide, and from which point an iron monument found bears South 1 degree 29 minutes 50 seconds West, 0.04 feet;

Thence North 1 degree 29 minutes 50 seconds East along the centerline of Van Wert Avenue, 70.78 feet to a point;

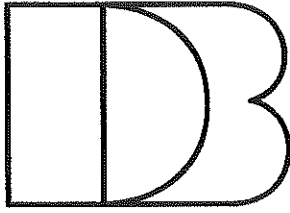
Thence South 88 degrees 30 minutes 10 seconds East, 25.00 feet to an iron pin set in the easterly line of Van Wert Avenue, and being the principal place of beginning of the parcel herein described;

Thence North 1 degree 29 minutes 50 seconds East along the easterly line of Van Wert Avenue, 97.72 feet to a capped iron pin (7315/6914 D & N) found at a point of curvature in the southeasterly turnout to Pemberton Drive, 50 feet wide;

Thence northeasterly along the southeasterly turnout to Pemberton Drive, being an arc of a curve deflecting to the right, 30.22 feet to a point of tangency, said arc having a radius of 20.00 feet, a central angle of 86 degrees 33 minutes 51 seconds, and a chord which bears North 44 degrees 46 minutes 45 seconds East, 27.42 feet, and from which a capped iron pin (7315/6914 D & N) found bears South 1 degree 56 minutes 19 seconds East, 0.06 feet; North 88 degrees 03 minutes 41 second East, 0.07 feet;

Thence North 88 degrees 03 minutes 41 seconds East along the southerly line of Pemberton Drive, 586.56 feet to an iron pin set at a point of curvature;

Thence northeasterly along the southeasterly line of Pemberton Drive, being an arc of a curve deflecting to the left, 211.28 feet to an iron pin set at its intersection with the southwesterly line of a parcel of land conveyed to Benjamin A. Jelen, by deed recorded as A.F.N. 202109090203 of Cuyahoga County Records, said arc having a radius of 263.78 feet, a central angle of 45 degrees 53 minutes 32 seconds, and a chord which bears North 65 degrees 06 minutes 55 seconds East, 205.68 feet;



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130
F 216.642.1132

Parcel "A" - North
3.3467 Acres
DGB 5509-S

Thence South 47 degrees 56 minutes 14 seconds East along the southeasterly line of said land conveyed to Benjamin A. Jelen, 175.14 feet to an iron pin set in the northwesterly right of way line of C.S.X. Railroad, 66 feet wide;

Thence South 32 degrees 35 minutes 53 seconds West along the northwesterly right of way of C.S.X. Railroad, 159.20 feet to an iron pin set in the northerly line of Snow Road;

Thence North 89 degrees 29 minutes 00 seconds West along the northerly line of Snow Road, 819.15 feet to an iron pin set at a point of curvature;

Thence northwesterly along the northeasterly turnout to Van Wert Avenue, being an arc of a curve deflecting to the right, 31.76 feet to the principal place of beginning, said arc having a radius of 20.00 feet, a central angle of 90 degrees 58 minutes 50 seconds, and a chord which bears North 43 degrees 59 minutes 35 seconds West, 28.53 feet, and containing 145,783 square feet or 3.3467 acres of land, according to the survey by Donald G. Bohning & Associates, Inc. in June, 2024.

The courses used in this description are referenced to observations made with the Ohio Department of Transportation Real Time Network to the Ohio State Plane Coordinate System North Zone, NAD83 (2011) Datum in October, 2023, and are used to indicate angles only.

Michael A. Ackerman

Registered Surveyor No. 8196

m:\adcadd\p\5500-5999\5509-s\documents\legals\lot split-consolidation_june 2024\parcel a 3.3467 acres_june 2024.doc

MEMO

TO: Jason Monaco, Building Commissioner

FROM: Edward R. Piatak, P.E., Consulting City Engineer

DATE: September 27, 2024

SUBJECT: Brookview Village Phase 1 (Consolidation Plat) – Planning Commission

CC:

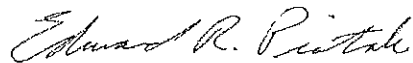
Mr. Monaco:

I have reviewed the Planning Commission Application (October 2024 Meeting) for the above referenced project and offer the following comment:

1. Plat needs an "Acceptance Block" added for the City Brook Park signatures to formally accept the Storm Water Management Easement from the property owner (Greyfoxbrookpark, LLC).

Please advise me if you have any questions or require additional information.

EUTHENICS, INC.



Edward R. Piatak, P.E.
Consulting City Engineer



Building Department Notes

Planning Commission 10/7/24

0 Pemberton Dr., 0 Van Wert Ave. – Summary of request – The applicant is requesting approval to consolidate 9 parcels into a single parcel. The parcel numbers to be consolidated are as follows:

344-29-077
344-29-078
344-29-079
344-29-080
344-29-081
344-29-082
344-29-083
344-29-084
344-29-085

Ord. 11.03 requires all Ordinance referring to zoning controlling land use or development to be approved by the Planning Commission first.

SECTION 11.03 PLANNING COMMISSION.

(c) Mandatory Referral. No public building or structure, street, boulevard, parkway, park, playground, public ground, bridge, viaduct, tunnel, or other public way, ground works or utility, whether publicly or privately owned, or a part thereof shall be constructed or authorized to be constructed in the City nor shall any public street, avenue, parkway, boulevard or alley be opened for any purpose whatsoever, nor shall any street, avenue, parkway, boulevard or alley be widened, narrowed, relocated, vacated, or its use changed, or any ordinance referring to zoning or other regulations controlling the use or development of land be passed, unless and until the matter shall have been submitted to the Planning Commission for report and recommendation.



CITY OF BROOK PARK

BUILDING DEPARTMENT | 5590 Smith Road | Brook Park | Ohio | 44142

| Email | buildingdept@cityofbrookpark.com

| Office | 216.433.7412

2024 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	See Attached Project Parcel and Address List	<input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL	ZONE	U1-A6
PARCEL #	See Attached Project Parcel and Address List	BUSINESS NAME (If Applicable)	GreyFoxBrook Park, LLC	

PROPERTY OWNER NAME(S)	GreyFoxBrook Park, LLC Attn: Drew Cook			<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	919-210-9763	Email	drewcook@greyfoxcapital.net	
Street Address	6161 Oak Tree Blvd S, Suite 250	City	Independence	Zip 44131
AGENT/CONTACT PERSON NAME(S)	n/a			<input type="checkbox"/> Will Attend Meeting
Phone #		Email		
Street Address		City		Zip

APPROVAL(S) REQUESTED	<input type="checkbox"/> Aesthetic / Project ²	<input type="checkbox"/> Conditional Use Permit ²
	<input type="checkbox"/> Front Porch	<input type="checkbox"/> Billboard ¹
	<input type="checkbox"/> Re-Zone ³	<input type="checkbox"/> Lot Split ^{3,4}
	<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Lot Consolidation ^{3,4}

¹ Provide Construction Drawings and/or Structural calculations
² Provide Detailed Business Plan per City Ordinance 1121.34
³ Provide Legal Description
⁴ Provide Lot Split / Consolidation Plat and Mylar

SUMMARY OF REQUEST	GreyFoxBrookPark, LLC is the owner of 4 parcels south of Snow Road, north of Parkman Blvd, and east of Westbrook Drive. GreyFoxBrookPark, LLC is requesting the approval of a plat as shown on the attached plat and legal descriptions. GreyFoxBrookPark, LLC intends to retain the ownership of the parcel containing the future stormwater management basin until the development's improvements are complete, tested, and accepted, at which time will deed transfer to the City of Brook Park.
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APPLICANT SIGNATURE		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Agent	DATE	09/12/2024
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Address List:

Addresses:

14100 Snow Road, Brook Park, OH 44142

0 Snow Road, Brook Park, OH 44142

14105 Snow Road, Brook Park, OH 44142

0 Westbrook Drive, Brook Park, OH 44142

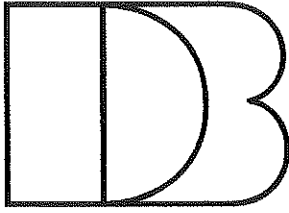
Parcel List:

344-15-178

344-29-086

344-15-008

344-15-009



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130
F 216.642.1132

Parcel B
9.8955 acres
DGB 5509-S

August, 2024

LEGAL DESCRIPTION

Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio, and known as being Parcels 1 & 2 in a Lot Split for Skyline Development as shown by the recorded plat in Volume 249, Page 98 of Cuyahoga County Map Records, and part of Original Middleburg Township Section 1, Lot 3, and bounded and described as follows:

Beginning at a point in the centerline of Snow Road, 100 feet wide, at its intersection with the centerline of Van Wert Avenue, 50 feet wide and from which point an iron monument found bears South 1 degree 29 minutes 50 seconds West, 0.04 feet;

Thence North 89 degrees 29 minutes 00 seconds West along the centerline of Snow Road, 317.75 feet to an iron pin monument found a point of curvature;

Thence South 0 degrees 31 minutes 00 seconds West, 50.00 feet to an iron pin set in the southerly line of Snow Road, and the principal place of beginning of the parcel herein described;

Thence South 89 degrees 29 minutes 00 seconds East along the southerly line of Snow Road, 1120.42 feet to an iron pin set in the westerly right of way of C.S.X. Railroad, 66 feet wide;

Thence South 32 degrees 35 minutes 53 seconds West along the westerly right of way of C.S.X. Railroad, 808.40 feet to an iron pin set at its intersection with the northeasterly line of Franganato-Preising-Copeland Subdivision No 2., as shown by the recorded plat in Volume 174, Page 38 of Cuyahoga County Map Records;

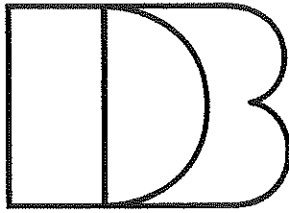
Thence North 44 degrees 29 minutes 54 seconds West along the northeasterly line of said Franganato-Preising-Copeland Subdivision No 2., 179.28 feet to an iron pin set at an angle point, therein;

Thence North 12 degrees 23 minutes 56 seconds West along the northeasterly line of said Franganato-Preising-Copeland Subdivision No 2., 150.00 feet to an iron pin set at an angle point, therein;

Thence South 77 degrees 36 minutes 04 seconds West along the northerly line of said Franganato-Preising-Copeland Subdivision No 2., 120.00 feet to a 1" iron pipe found in the easterly line of Westbrook Drive, 60 feet wide;

Thence North 12 degrees 23 minutes 56 seconds West along the easterly line of Westbrook Drive, 30.73 feet to a drill hole set at an angle point, therein;

Thence South 77 degrees 36 minutes 04 seconds West along the northerly line of Westbrook Drive, 60.00 feet to a point in the westerly line, thereof, and from which a 5/8" iron pin found bears North 12 degrees 23 minutes 56 seconds West, 0.04 feet; North 77 degrees 36 minutes 04 seconds East, 0.02 feet;



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130
F 216.642.1132

Parcel B
9.8955 acres
DGB 5509-S

Thence North 1 degree 19 minutes 27 seconds East, 5.98 feet to an iron pin set at a point of curvature;

Thence northeasterly, being an arc of a curve deflecting to the right, 14.30 feet to an iron pin set at a point of tangency, said arc having a radius of 20.00 feet, a central angle of 40 degrees 58 minutes 51 seconds, and a chord which bears North 21 degrees 48 minutes 52 seconds East, 14.00 feet;

Thence North 42 degrees 18 minutes 18 seconds East, 31.17 feet to an iron pin set at a point of curvature;

Thence northeasterly, being an arc of a curve deflecting to the left, 40.84 feet to an iron pin set at a point of tangency, said arc having a radius of 56.00 feet, a central angle of 41 degrees 47 minutes 18 seconds, and a chord which bears North 21 degrees 24 minutes 39 seconds East, 39.94 feet;

Thence North 0 degrees 31 minutes 00 seconds East, 15.12 feet to an iron pin set;

Thence North 88 degrees 40 minutes 33 seconds West along the easterly prolongation of the northerly line of Franganato-Preising-Copeland Subdivision No 1., as shown by the recorded plat in Volume 171, Page 6 of Cuyahoga County Map Records and said line, 396.52 feet to its intersection with the easterly line of Parcel "A" in a Consolidation Map recorded in Volume 350, Page 75 of Cuyahoga County Map Records, and from which point a capped iron pin (name illegible) found bears South 1 degree 07 minutes 04 seconds West, 0.17 feet;

Thence North 1 degree 07 minutes 04 seconds East along the easterly line of said Parcel "A", 172.01 feet to an angle point, therein and from which a 5/8" iron pin found bears South 88 degrees 52 minutes 56 seconds East, 0.19 feet, South 1 degree 07 minutes 04 seconds West, 0.19 feet;

Thence South 89 degrees 29 minutes 00 seconds East along the easterly line of said Parcel "A", 6.07 feet to an angle point, therein, and from which a 5/8" iron pin found bears North 0 degree 31 minutes 00 seconds East, 0.13 feet, North 89 degrees 29 minutes 00 seconds West, 0.12 feet;

Thence North 0 degree 31 minutes 00 seconds East along the easterly line of said Parcel "A", 150.00 feet to the principal place of beginning, and containing 429,903 square feet or 9.8692 acres of land, according to the survey by Donald G. Bohning & Associates, Inc. in June, 2024.

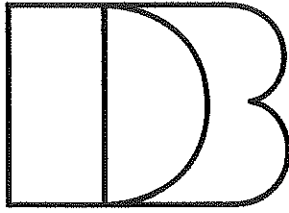
The courses used in this description are referenced to observations made with the Ohio Department of Transportation Real Time Network to the Ohio State Plane Coordinate System North Zone, NAD83 (2011) Datum in October, 2023, and are used to indicate angles only.

Michael A. Ackerman

Registered Surveyor No. 8196

m:\adcadd\p\5500-5999\5509-s\documents\legals\lot split-consolidation_june 2024\parcel b 9.8955 acres_august 2024.doc

Civil Engineering & Surveying



**Donald Bohning
& Associates**
7979 Hub Parkway
Valley View, Ohio 44125
T 216.642.1130
F 216.642.1132

Parcel B1
0.3476 Acres
DGB 5509-S

August, 2024

LEGAL DESCRIPTION

Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio, and known as part of Original Middleburg Township Section 1, Lot 3, and bounded and described as follows:

Beginning at a point in the centerline of Snow Road, 100 feet wide, at its intersection with the centerline of Van Wert Avenue, 50 feet wide and from which point an iron monument found bears South 1 degree 29 minutes 50 seconds West, 0.04 feet;

Thence North 89 degrees 29 minutes 00 seconds West along the centerline of Snow Road, 317.75 feet to an iron pin monument found a point of curvature;

Thence South 0 degrees 31 minutes 00 seconds West, 50.00 feet to an iron pin set in the southerly line of Snow Road at its intersection with the easterly line of Parcel "A" in a Consolidation Map recorded in Volume 350, Page 75 of Cuyahoga County Map Records;

Thence South 0 degrees 31 minutes 00 seconds West along the easterly line of said Parcel "A", 150.00 feet to an angle point, therein and from which point a 5/8" iron pin found bears North 0 degree 31 minutes 00 seconds East, 0.13 feet, North 89 degrees 29 minutes 00 seconds West, 0.12 feet;

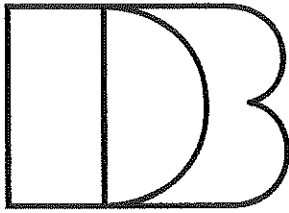
Thence North 89 degrees 29 minutes 00 seconds West along the easterly line of said Parcel "A", 6.07 feet to an angle point, therein, and from which a 5/8" iron pin found bears South 88 degrees 52 minutes 56 seconds East, 0.19 feet, South 1 degree 07 minutes 04 seconds West, 0.19 feet;

Thence South 1 degree 07 minutes 04 seconds West along the easterly line of said Parcel "A", 172.01 feet to its intersection with the northerly line of Franganato-Preising-Copeland Subdivision No 1., as shown by the recorded plat in Volume 171, Page 6 of Cuyahoga County Map Records, and from which point a capped iron pin (name illegible) found bears South 1 degree 07 minutes 04 seconds West, 0.17 feet;

Thence South 88 degrees 40 minutes 33 seconds East along the northerly line of said Franganato-Preising-Copeland Subdivision No 1., 249.82 feet to an iron pin set in the northeasterly corner, thereof, and being the principal place of beginning of the parcel herein described;

Thence South 88 degrees 40 minutes 33 seconds East along the northerly line of said Franganato-Preising-Copeland Subdivision No 1., 146.69 feet to an iron pin set;

Thence South 0 degrees 31 minutes 00 seconds West, 15.12 feet to an iron pin set at a point of curvature;



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130
F 216.642.1132

Parcel B1
0.3476 Acres
DGB 5509-S

Thence southwesterly, being an arc of a curve deflecting to the right, 40.84 feet to an iron pin set at a point of tangency, said arc having a radius of 56.00 feet, a central angle of 41 degrees 47 minutes 18 seconds, and a chord which bears South 21 degrees 24 minutes 39 seconds West, 39.94 feet;

Thence South 42 degrees 18 minutes 18 seconds West, 31.17 feet to an iron pin set at a point of curvature;

Thence southwesterly, being an arc of a curve deflecting to the left, 14.30 feet to an iron pin set at a point of curvature, said arc having a radius of 20.00 feet, a central angle of 40 degrees 58 minutes 51 seconds, and a chord which bears South 21 degrees 48 minutes 52 seconds West, 14.00 feet;

Thence South 1 degree 19 minutes 27 seconds West, 5.98 feet to a point in the northerly line of Westbrook Drive, 60 feet wide, and from which a 5/8" iron pin found bears North 12 degrees 23 minutes 56 seconds West, 0.04 feet; North 77 degrees 36 minutes 04 seconds East, 0.02 feet;

Thence southwesterly along the southwesterly turnout to Parkman Boulevard, 60 feet wide, being an arc of a curve deflecting to the right, 36.21 feet to an iron pin set at a point of tangency, said arc having a radius of 20.00 feet, a central angle of 103 degrees 43 minutes 23 seconds, and a chord which bears South 39 degrees 27 minutes 46 seconds West, 31.46 feet;

Thence North 88 degrees 40 minutes 33 seconds West along the northerly line of Parkman Boulevard, 88.42 feet to a capped iron pin (name illegible) found at its intersection with the easterly line said Franganato-Preising-Copeland Subdivision No 1.;

Thence North 1 degree 19 minutes 27 seconds East along the easterly line of said Franganato-Preising-Copeland Subdivision No. 1, 120.00 feet to the principal place of beginning, and containing 16,286 square feet or 0.3739 acres of land, according to the survey by Donald G. Bohning & Associates, Inc. in August, 2024.

The courses used in this description are referenced to observations made with the Ohio Department of Transportation Real Time Network to the Ohio State Plane Coordinate System North Zone, NAD83 (2011) Datum in October, 2023, and are used to indicate angles only.

Michael A. Ackerman

Registered Surveyor No. 8196

m:\adcadd\p\5500-5999\5509-s\documents\legals\lot split-consolidation_june 2024\parcel b1 0.3476 acres_august 2024.doc

MEMO

TO: Jason Monaco, Building Commissioner

FROM: Edward R. Piatak, P.E., Consulting City Engineer

DATE: September 27, 2024

SUBJECT: Brookview Village Phase 2 (Split/Consolidation Plat) – Planning Commission

CC:

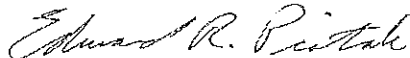
Mr. Monaco:

I have reviewed the Planning Commission Application (October 2024 Meeting) for the above referenced project and offer the following comment:

1. Plat needs an "Acceptance Block" added for the City Brook Park signatures to formally accept the Storm Water Management Easement from the property owner (Greyfoxbrookpark, LLC).
2. It should be noted that Greyfoxbrookpark, LLC, is to convey Parcel B1 to the City of Brook Park upon completion and acceptance of the storm water management facility to be constructed thereupon.

Please advise me if you have any questions or require additional information.

EUTHENICS, INC.



Edward R. Piatak, P.E.
Consulting City Engineer



Building Department Notes

Planning Commission 10/7/24

14100 Snow Rd., 0 Snow Rd., 14105 Snow Rd., 0 Westbrook Dr. – Summary of request – The applicant is requesting approval to consolidate 4 parcels into a single parcel. The parcel numbers to be consolidated are as follows:

344-15-178

344-29-086

344-15-008

344-15-009

Ord. 11.03 requires all Ordinance referring to zoning controlling land use or development to be approved by the Planning Commission first.

SECTION 11.03 PLANNING COMMISSION.

(c) Mandatory Referral. No public building or structure, street, boulevard, parkway, park, playground, public ground, bridge, viaduct, tunnel, or other public way, ground works or utility, whether publicly or privately owned, or a part thereof shall be constructed or authorized to be constructed in the City nor shall any public street, avenue, parkway, boulevard or alley be opened for any purpose whatsoever, nor shall any street, avenue, parkway, boulevard or alley be widened, narrowed, relocated, vacated, or its use changed, or any ordinance referring to zoning or other regulations controlling the use or development of land be passed, unless and until the matter shall have been submitted to the Planning Commission for report and recommendation.