

**REGULAR CAUCUS MEETING  
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO  
TO BE HELD ON TUESDAY, DECEMBER 10, 2024  
7:00 P.M.**

**I. ROLL CALL OF MEMBERS:**

**II. PLEDGE OF ALLEGIANCE:**

**III. APPROVAL OF MINUTES OF PRECEDING MEETINGS**

**IV. DISCUSSION:**

1. PRESENTATION AND UPDATES FROM NEORSO.  
IN ATTENDANCE: NICOLE VALEZ, WATERSHED TEAM LEAD – PER COUNCIL  
PRESIDENT SALVATORE.

2. NEO-GOV PAYROLL AND HUMAN RESOURCE MANAGEMENT SOFTWARE.  
IN ATTENDANCE: MICHAEL SPEARS AND GARY CAREY– PER COUNCIL  
PRESIDENT SALVATORE.

**V. FINANCE COMMITTEE- COUNCILMAN SCOTT**

1. AN ORDINANCE TO PROVIDE FOR THE TEMPORARY APPROPRIATIONS OF THE  
CITY OF BROOK PARK, STATE OF OHIO, FOR THE THREE MONTHS ENDING ON  
MARCH 31, 2025, 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

**VI. LEGISLATIVE COMMITTEE- COUNCILMAN SCOTT**

1. AN ORDINANCE RETAINING AND EMPLOYING THE LAW FIRM OF BRICKER  
GRAYDON LLP, TO ACT AS CO-COUNSEL WITH THE LAW DIRECTOR FOR THE  
BROWNS FOOTBALL TEAM RELOCATION, BUILDING A DOMED STADIUM  
COMPLEX IN THE CITY OF BROOK PARK, AND REDEVELOPMENT AT THE  
FORWARD INNOVATION CENTER, AND DECLARING AN EMERGENCY.  
Introduced by Mayor Orcutt.

2. AN ORDINANCE AMENDING SECTION 351.03 OF THE BROOK PARK  
CODIFIED ORDINANCES ENTITLED 'PROHIBITED STANDING OR PARKING  
PLACES,' AND DECLARING AN EMERGENCY. Introduced by Councilman  
Dufour. **Moved from the Caucus Prior held on December 3, 2024.**

REGULAR CAUCUS

DECEMBER 10, 2024

**VII. SAFETY COMMITTEE- COUNCILMAN TROYER**

1. AN ORDINANCE AMENDING SECTION 141.02 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'COMPOSITION: EXECUTIVE HEAD', AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

**VIII. ADJOURNMENT**

**POSTED 12/6/2024**

**REGULAR CAUCUS MEETING  
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO  
HELD ON TUESDAY, DECEMBER 10, 2024**

The meeting was called to order by Council President Salvatore at 7:00 p.m., the assistant clerk called the roll and the following Members of Council answered:

**TROYER, ROBERTS, DUFOUR, POINDEXTER, MENCINI, McCORKLE, SCOTT**

Also in attendance were Mayor Orcutt, Law Director Horvath, Finance Director McGann, Service Director Beyer, Recreation Director Wetmore, Human Resources Commissioner Rednour, Economic Development Commissioner Marnacheck, City Engineer Piatak and Tax Director Thumburg.

**DISCUSSION:**

1. PRESENTATION AND UPDATES FROM NEORS. In attendance: Nicole Valez, Watershed Team Leader.

Ms. Valez gave a slide presentation that is on file in the Council office for public review or livestream on City Council webpage.

**Questions:**

Mr. Poindexter stated there are several families in Brook Park that can benefit by some of these programs.

Mr. Mencini stated with the Crisis Assistance that is a one-time application?

Ms. Valez responded per year.

Mr. Mencini continued these programs should be included in the bill to make people aware.

Mr. Scott asked with the plumbing program, is that by loan or grant.

Ms. Valez responded not a loan doesn't get paid back requirements are based on income guidelines.

Mr. Salvatore asked could one (1) individual apply for all six (6) programs.

Ms. Valez responded residents who meet the Affordability or Homestead rate, both being 40% off.

Mr. Salvatore asked for information on how many Brook Park residents are using these programs.

Ms. Valez responded will get that information to the Mayor and mentioned Brook Park is very active in many of these programs.

**Discussion: cont.**

2. NEO-GOV PAYROLL AND HUMAN RESOURCE MANAGEMENT SOFTWARE. In attendance Michael Spears and Gary Carey.

Gary Carey  
Neo-Gov

Michael Spears  
Neo-Gov

Mr. Carey stated started talking with the city in 2018 about payroll, human resource information needs. Little background Neo-Gov began 25 years-ago as Governmentjobs.com and currently has 26-million active users. Which is very significant because when looking at municipalities they are in competition for that employee count and very important to have those types of resources. The Human Resource system handles payroll, benefits, open enrollment, timekeeping and those types of things. Looking at this Neo-Gov only focuses on the public sector with 13,000 clients and understand the nuances that come with that payroll or safety software that is designed by the customers Neo-Gov serves. Since 2018 there has been a lot of due diligence for the City of Brook Park to bring this overview to Council.

**Questions:**

Mr. Dufour thanked the gentlemen for coming, would this platform be for all city departments and how much redundancy is expected to be eliminated with this usage?

Mr. Spears responded not only eliminating redundancy as well as silent information from different formats are pulled and put into a customer port, reducing a lot of redundancy as well as streamlining.

Mr. Dufour continued will this be a one office account manager or platform?

Mr. Spears responded will be a platform that is specific to the public sector, there also is a log-in port for customers and an annual meeting to share ideas.

Mr. Dufour asked if the software is a tiered factor?

Mr. Spears responded more of a module and the reason for the due diligence it is not everything but can solve most problems with the modules being very scalable.

Mr. Dufour asked if AI (artificial intelligence) is offered.

Mr. Spears concurred.

Mr. Troyer thanked the gentlemen for coming and stated a service department employee could work in an another position at a different pay scale?

**Discussion: cont.**

Mr. Spears responded different pay schedule, different position.

Mr. Mencini asked how many customers do you have in Northeast Ohio?

Mr. Spears responded the company has 13,000 customers with cities and counties; Los Angeles being our largest customer.

**Motion** by Mr. Troyer, supported by Mr. Dufour, that item numbers one (1) and two (2) under discussions - discussed.

**ROLL CALL: AYES:** Troyer, Dufour, Roberts, Poindexter, Mencini, McCorkle, Scott  
**NAYS:** Unanimous.

**Motion** by Mr. Dufour, supported by Mr. Roberts, to go out of the regular order of business to Legislative Committee.

**ROLL CALL: AYES:** Dufour, Roberts, Troyer, Poindexter, Mencini, McCorkle, Scott  
**NAYS:** Unanimous.

**LEGISLATIVE COMMITTEE - CHAIRMAN, SCOTT:**

1. AN ORDINANCE RETAINING AND EMPLOYING THE LAW FIRM OF BRICKER GRAYDON, LLP, TO ACT AS CO-COUNSEL WITH THE LAW DIRECTOR FOR THE BROWNS FOOTBALL TEAM RELOCATION; BUILDING A DOMED STADIUM COMPLEX IN THE CITY OF BROOK PARK AND REDEVELOPMENT AT THE FORWARD INNOVATION CENTER AND DECLARING AN EMERGENCY.  
Introduced by Mayor Orcutt.

Mayor Orcutt stated city will be obtaining a law firm to assist with the negotiation process for a domed stadium in the City of Brook Park.

Madam Horvath stated vitally important to obtain this law firm to serve the city well with this and be beneficial to the city.

Bill Mason  
Bricker Graydon  
100 S 3rd Street  
Columbus, OH

Mr. Mason stated there are 20 attorneys in this firm that serve in the Economic Development sector. Speaking with both the Mayor and law director it has been made clear, that no matters what comes out this deal, must benefit the city. Looking at this our firm can help with site planning, financing, negotiation with the Cleveland Browns to make sure it benefits the city. There a lot of different things needed to get into but there are many tools available to the community. Recently worked with the City of Columbus for their new stadium.

**Legislative Committee - Chairman, Scott: cont.**

Mr. Mencini stated this is a very big ordeal and it seems the Cleveland Browns know what they want to do. If your law firm was to see something that may be good at first and then in the future become a problem; would that issue be brought forward?

Mr. Mason responded yes, talk about things in both the short-term and long-term the city would be made aware of those items.

Mayor Orcutt stated the long-term stainability is a must to have to make sure the city gets this right. With the Browns stadium in Cleveland there are more repairs needed than money for the repairs. This would be the destination that must be here for longer than 25 or 30 years, this stadium needs to be here for 50 to 60 years, as well as repairs and maintenance for the future. If the city can't afford this, then the Browns won't come to Brook Park.

Mr. Mencini stated having a conversation with former Mayor Coyne on the City of Cleveland airport deal one of the things he said to me the most important thing done was the hiring of a special law firm that deals with these types of negotiations.

Mr. Poindexter stated too much of a task to ask Madam Horvath to take on for a project of this magnitude. To Mr. Mason has your firm ever taken on a scope of this magnitude?

Mr. Mason responded this would be one of the largest projects the firm has taken on, this is a massive undertaking.

Mr. Poindexter stated to Madam Horvath once the city hires the law firm's services the company would start right away?

Madam Horvath responded a timeline has not been worked on to date, but imagine that the law firm would begin as soon as possible.

Mr. Poindexter continued let's say the Cleveland Browns are up and running will this law firm be needed to retain indefinitely for any issues?

Madam Horvath responded good question and at some point in time would think that co-counsel would not be needed.

Mayor Orcutt responded when it comes to the timeline the law firm would start immediately. Do need to have a shovel in the ground by 2026 for opening in 2029.

**Legislative Committee - Chairman, Scott: cont.**

Mr. Troyer concurs the city needs this, wish it was done earlier, but want to make sure the city hires the right firm.

Mayor Orcutt stated after extensive research by the law director this firm is the best out there with the most experience in handling the stadium in the City of Columbus. It is very important for the city having success with this project accurately.

Madam Horvath stated have every confidence this firm has all the experts necessary and what is exciting is that firm want to operate as team, which is very important.

Mayor Orcutt stated mentioned in the news today Lincoln Property was hired by the City of Brook Park to assist with this project.

Mr. Dufour thanked Mr. Mason for coming and stated your law firm reputation is stellar. Am familiar with your firms' work and asked for projects the firm has done.

Mr. Mason responded the authority will be headed up by Caleb Bell using tools for economic development, financing, Tiff's and any other things of that nature.

Mr. Salvatore stated to do nothing would be wrong and to move forward without proper counsel would be worse. Mr. Mason's reputation is impeccable and the only way to succeed is to move this forward.

Mr. Troyer stated biggest concern is with the after the fact in having \$20,000.00 in repairs.

Mayor Orcutt stated this administration mirrors those same concerns and also need to take into effect inflation. The Sin Tax was put into place in 1990 with one (1) extension in 1995 to build the present Cleveland stadium and then a second (2nd) extension in 2014 that extended to 2035. The one (1) mistake made is never accounting for inflation on that Sin Tax and the money needed to repair the current stadium is not there. Need to take on this project with the parameters of inflation, operating costs and things of that nature in the future. We will not accept the Cleveland Browns to the City of Brook Park unless it's a good deal for the city and its residents.

Mr. Roberts stated it's obvious that the administration has concerns, Council has concerns and the residents have concerns. The item before us tonight is the city

**Legislative Committee - Chairman, Scott: cont.**

needs extra help and this firm's resume speaks for itself, being involved with the Columbus Crews situation, and that is the decision that needs to be made.

Mr. Mencini agreed with Mayor Orcutt don't have a lot of time to waste and having done due diligence with this law firm.

**Motion** by Mr. Mencini, supported by Mr. Roberts, to place on the next Council agenda, December 17th.

**ROLL CALL: AYES:** Mencini, Poindexter, Dufour, Roberts, Scott, McCorkle

**NAYS:** Troyer

2. AN ORDINANCE AMENDING SECTION 351.03 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'PROHIBITED STANDING OR PARKING PLACES' AND DECLARING AN EMERGENCY. Introduced by Councilman Dufour.

Mr. Dufour stated there are two (2) amendments that need to be made in this legislation.

**Motion** by Mr. Dufour, supported by Mr. Poindexter, to amend section one (1) by striking 'except a bicycle'.

**ROLL CALL: AYES:** Dufour, Poindexter, Roberts, Troyer, Scott, McCorkle, Mencini

**NAYS:** Unanimous.

Mr. Mencini stated have an issue with parking right up to the (driveway) mainframe that blocks the view of people backing out of a driveway.

Mr. Dufour stated the language currently reads in front of a public or private driveway. The City of Middleburg Hts. has language that reads being in front of a public or private driveway or within three-feet (3) of the driveway apron. The issue with the three-feet (3) is, for instance, Ward Three has small aprons in front of their homes that can fit maybe two cars. If the city encroaches on that by three-feet will make it for one (1) car only, that would be an issue.

Mr. Mencini stated also the streets are narrower in Ward Three, especially in the Fairlawn area. Parking on the front grass that becomes habitual is an issue.

Mr. Dufour stated an amendment could be made to section one (1) number 19 would read 'no person should stand or park a vehicle between the sidewalk and the roadway except on a private driveway or apron so long where the vehicle doesn't extend into or over the street or sidewalk'.



**Legislative Committee - Chairman, Scott: cont.**

Mr. Scott stated that is a safety issue that the City of Middleburg Hts. has (on the books), that Brook Park codes does not have.

Mr. Troyer stated in this city cars park sideways on the apron due to full driveways. Need a two-foot or three-foot buffer from the street so the plow has somewhere for the snow. Already illegal to park across the sidewalk or have a bumper hanging out in the street, from the apron.

Mr. Mencini clarified off the curb?

Mr. Troyer stated two-feet away from the curb so the street gets plowed properly.

Mr. Beyer mentioned when plows are curbing, as it's called, the plows ride the curb. If there is a vehicle close to (the apron) or a bumper hanging out or a vehicle parked sideways, as to not block the sidewalk. The plows can still curb and maybe not take out a mirror or may push some snow against the side of a vehicle, or take out a window, has happened before.

Mr. Troyer concurred with Mr. Beyer's statements and said there was a case on Sandhurst where plow drivers could not plow to the curb, due to a van parked on the apron.

Mr. Poindexter asked putting that buffer in will that eliminate parking on the apron?

Mr. Troyer responded it may in some cases, depends on the size of the apron.

Mr. Poindexter continued that creates an undue hassle for that resident to find other places to park.

Mr. Troyer stated if the apron is not big enough, that may be, but what happened to being on the side of safety.

Mr. Poindexter agreed with the side of safety but then plow drivers have to plow around it but there is a condition of inconveniencing the resident. Will you entertain two-feet off the curb during snow events?

Mr. Troyer responded would entertain one-foot without snow event and three-foot with snow event due to mirrors and so forth.

Mr. Beyer stated during a snow event maybe in the case where a snow plow truck does damage to a vehicle when parked like that and pushing heavy snow onto the sidewalk. The whole point is to push into the gutters and tree lawn but with

**Legislative Committee - Chairman, Scott: cont.**

something like this during a snow event damage may be done to a vehicle. That could help the law department having this buffer in place to protect the city from liability of damaging a vehicle.

Mr. Mencini stated the original idea was people pulling out the driveway are unable to see due to a box van or big truck.

Mr. Dufour stated with this piece the two (2) major changes are with numbers 14 and 18. Number 14 adding 'or at any place in excess of the maximum time limited by signs'; giving the ability for time-parking. Number 18 adding 'individual parking space designated for handicapped parking not only have the placard but having transportation for that handicapped person. An able bodied person can't grab the placard and run up to the store

Mr. Troyer stated could 'No parking on apron(s) during a snow event and No parking on front lawn'.

Mr. Scott stated there is wording in City of Berea legislation that no person shall drive a vehicle on a tree lawn area; North Olmsted has any curb, tree lawn or any area adjacent to the street.

Mr. Troyer commented no parking on the front lawn but must be on a hard surface.

Mayor Orcutt stated have ordinance in place of not parking on a hard surface but would like to amend who writes the citations. Currently, the only person that writes the citations is the property maintenance inspector who takes time on the weekends of taking a picture, time-stamping and writing the citation for Monday. With having vehicles parked not a hard surface that gives the police officers to write citations.

Mr. Mencini stated these are the issues brought forward and it comes down to enforcement.

Mr. Dufour stated as this stands am happy with changes and ready to move this forward.

**Motion** by Mr. Troyer, supported by Mr. Poindexter, to have law department draw up legislation to include number 19 two-foot (2) buffer during snow events on the street.

**ROLL CALL: AYES:** Troyer, Poindexter, Roberts,  
**NAYS:** Dufour, Scott, McCorkle, Mencini. **Failed.**

**Legislative Committee - Chairman, Scott: cont.**

**Motion** by Mr. Poindexter, supported by Mr. Dufour, to place on the December 17th Council agenda, first reading as amended.

**ROLL CALL: AYES:** Poindexter, Dufour, Roberts, Scott, McCorkle, Mencini

**NAYS:** Troyer.

**SAFETY COMMITTEE - CHAIRMAN, TROYER:**

1. AN ORDINANCE AMENDING SECTION 141.02 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'COMPOSITION; EXECUTIVE HEAD' AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

Mr. Troyer stated this brings the code up to the passed contract.

Mayor Orcutt stated this takes paragraph b and realigns the leadership in the police department.

Mr. Troyer asked how many regular police officers does the city have?

Mayor Orcutt responded 37 including the police chief.

Mr. Troyer continued so basically 36 and would like to amend section a to read not less than 35 regular police officers, instead of not more than 43.

Mr. Poindexter stated don't know if this is the time to amend because in the future may need to hire police officers. Not sure how that would affect the city and should pass as is.

Mr. Mencini concurred and don't want to get short as a community leader and resident.

Mr. Troyer commented think there should be a minimum.

Mr. Dufour stated if one person retires or offers a new position would be in violation.

**Motion** by Mr. Poindexter, supported by Mr. Roberts, to place on December 17th Council agenda.

**ROLL CALL: AYES:** Poindexter, Roberts, Dufour, Troyer, Scott, McCorkle, Mencini

**NAYS:** Unanimous.

**Motion** by Mr. Poindexter, supported by Mr. Dufour, to go back to regular order of business.

**ROLL CALL: AYES:** Poindexter, Dufour, Roberts, Troyer, Scott, McCorkle, Mencini

**NAYS:** Unanimous.

Mr. Mencini welcomed former clerk, Michelle Blazak, thanks for being here.

**FINANCE COMMITTEE - CHAIRMAN, SCOTT:**

1. AN ORDINANCE TO PROVIDE FOR THE TEMPORARY APPROPRIATIONS OF THE CITY OF BROOK PARK, STATE OF OHIO, FOR THE THREE MONTHS ENDING ON MARCH 31, 2025 AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

Mayor Orcutt stated this gives the city to pay departments payroll and other bills while working on the annual budget.

Mr. Troyer stated on page six (6) Fund 517 - Sound Insulation Program - \$137,500.00; what is that for?

Mr. McGann responded that is for the City of Cleveland lawsuit, third (3rd) of the fourth (4th) year payment.

Mr. Troyer clarified for the attorneys?

Mr. McGann concurred.

Mr. Troyer mentioned Sheldon Road Bridge Improvement Fund - \$233,2850.00; what part is that for?

Mr. McGann responded that was passed last year and is a continued project that must be budgeted.

Mr. Troyer continued has been mentioned from other Councilmembers for an amendment of \$200,000.00 for City Council to have legal representation.

Mr. Dufour asked if any monies would have to be moved around for NeoGov payroll and human resources contract?

Mr. McGann responded monies have already been included.

**Motion** by Mr. Mencini, supported by Mr. Roberts, to place on the December 17th Council agenda.

**ROLL CALL: AYES:** Mencini, Roberts, Troyer, Dufour, Poindexter, McCorkle, Scott  
**NAYS:** Unanimous.

**Finance Committee - Chairman, Scott: cont.**

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.

Mayor Orcutt stated this amendment will put the city in-line with the Internal Revenue Service (IRS) and Social Security Administration (SSA), that speaks on number of employees being ten (10).

Mr. McGann commented there was a concern previously of all earned income in the City of Brook Park being taxable and this line gives the city the teeth to go after individuals that avoid paying taxes. In the tax code it is written that individuals under the age of 18 are exempt from taxes in the City of Brook Park.

Mr. Thumburg stated this ordinance follows in-line with all federal and state guidelines stating that employers submit W-2's in electronic fashion. Also, gives the city teeth with residents filing and paying taxes on time.

Mr. Troyer stated with the new (letter) h the question comes up, in addition, to the above wage requirement. Any person paying money to an individual or independent contractor shall report such payment. Any person who pays someone over age 18 shall report such payment on a Federal 1099 tax form and file with the city.

Mr. McGann responded any amount over \$599.99 threshold qualifies for a federal 1099.

Mr. Thumburg stated the minimum of \$10.00 the city doesn't tax those monies; this is covered under federal and state guidelines for income tax.

**Motion** by Mr. Dufour, supported by Mr. Roberts, to place on next Council agenda.


**ROLL CALL: AYES:** Dufour, Roberts, Poindexter, Troyer, Scott, McCorkle, Mencini

**NAYS:** Unanimous.

There being no further business to come before this meeting a **motion** by Mr. Mencini, supported by Mr. Roberts, to adjourn.

**ROLL CALL: AYES:** Mencini, Roberts, Dufour, Poindexter, Troyer, Scott, McCorkle  
**NAYS:** Unanimous.

Council President Salvatore declared this meeting adjourned at 9:10 p.m.

RESPECTFULLY SUBMITTED   
Carol Johnson  
Clerk of Council

APPROVED January 14, 2025

THESE MEETING MINUTES APPROVED BY BROOK PARK CITY COUNCIL ARE A SYNOPSIS, NOT TRANSCRIBED IN THEIR ENTIRETY, ALTHOUGH ACCURATE.

Recd 12-10-2024  
Jaszy



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October 29, 2024

VIA EMAIL

Carol D. Horvath  
City of Brook Park, Ohio  
6161 Engle Rd.  
Brook Park, Ohio  
chorvath@cityofbrookpark.com

Re: Terms of Engagement

Dear Ms. Horvath:

Thank you for asking Bricker Graydon LLP (the "Firm") to serve as your counsel in the matter described below. This letter will confirm the engagement of our Firm and will describe the scope and terms on which we will provide legal services to you.

**The Client.** The City of Brook Park, Ohio (the "Client") will be our client in this engagement. Our representation does not extend to any affiliates or related parties of the Client. Accordingly, representation of the Client in this matter will not give rise to a conflict of interest in the event other Firm clients are or become adverse to Client affiliates or related parties.

**Scope of Engagement.** The Firm is being engaged to represent the Client with its negotiations with the Cleveland Browns move to Brook Park, the financing, development of the domed stadium, the development of areas in and around the stadium and any other ancillary matters (the "Matter").

In addition to the Matter described in the preceding paragraph, upon your request and only upon our agreement in writing, our representation may extend to other matters. The terms of this letter will apply to such other matters, unless otherwise agreed in writing. It is also understood that the Client is not relying upon us for business, investment, or accounting advice or decisions, nor to investigate the character or credit of any other persons or parties in this matter.

Unless otherwise agreed, our engagement does not include providing any advice or legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (the "SEC") or your disclosure obligations under such laws, and we agree that you will not, without our prior written consent, include documents we provide to you in filings with federal or state securities regulators, including the SEC. Also, unless this engagement letter specifically indicates otherwise, Bricker Graydon is not responsible for compliance with the Corporate Transparency Act ("CTA"). The CTA requires initial and ongoing



disclosure to FinCEN of personal information about owners and beneficial owners, and there are substantial penalties for non-compliance. If we do specifically agree to assist you with CTA compliance, then we rely solely upon you for all information, in a complete and timely fashion.

**Compensation.** We customarily charge an hourly fee for legal services, which currently range from \$300 to \$650, depending on the attorney's experience and expertise. Our current paralegal rates range from \$185 to \$375 per hour. The hourly rates of our professionals are periodically reviewed and adjusted to reflect the current cost and expertise of delivering comparable legal services. My current hourly rate is \$605. William D. Mason will be the responsible attorney. I have agreed to use a reduced municipal rate of \$400.00 per hour for purposes of this engagement.

The fees and costs relating to this Matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this Matter. It is expressly understood that payment of the Firm's fees and costs is in no way contingent upon the ultimate outcome of the Matter.

Bricker Graydon LLP is the premier development firm in Ohio. As such, our attorneys have expertise in real estate development, construction, public finance, PACE financing, TIF, CRA abatements, New Community Authorities, and other programs that assist with development projects.

When utilizing these attorneys, the Client agrees to pay the regular rates of those professionals delivering those services.

Because of the potential for unpredictable and unforeseen circumstances, we normally cannot quote a precise fee total for the completion of the Matter.

**Disbursements and Third Party Expenses.** In addition to our hourly fees for professional services, you will also be charged for miscellaneous services and cash disbursements incurred on your behalf. These services and expenses include such items as document reproduction, charges for the management and storage of electronic data related to your matter, extraordinary postage, certain staff overtime where justified, on-line research services, and necessary travel expenses (including transportation, lodging, meals, and other related expenses).

Depending on the circumstances, you may also be asked to advance funds to reimburse the Firm for payments made or to be made on your behalf, or to pay a third-party directly. These disbursements include items such as regulatory filing fees, special messengers, express deliveries, outside document management and copying services, service of process and court fees, stenographer and videographer fees, expert witness fees, and local or special counsel fees. All such expenses are your responsibility.

**Invoices and Payments.** Our invoices are typically sent on a monthly basis. If charges incurred in any month are nominal, however, billing may be deferred until the next month. We offer a variety of invoice formats to summarize the services performed, the fees, and related





disbursements in a manner that you prefer.

Our invoices are payable upon receipt. We include a carrying charge of 1.5% per month on outstanding balances for invoices remaining unpaid past 45 days from the invoice date. If the delinquency continues and satisfactory payment arrangements are not made, we reserve the right, subject to any necessary tribunal approval, to withdraw from the representation and may pursue collection of your account. In the event of any collection action, you agree to pay the costs incurred to collect the balance; including court costs, filing fees, and reasonable attorney's fees.

**Professional Responsibility and Conflicts of Interest.** The conduct of attorneys and law firms are governed by the Rules of Professional Conduct (the "Rules of Conduct"). They include rules relating to actual or potential conflicts of interest. At the outset of this representation, and for each subsequent engagement, we undertake to identify potential and actual conflicts between your interests and those of others whom we currently represent or have previously represented, based upon the facts as we know them at the time of each engagement. It is always possible that during the course of our relationship, new facts arise which, under the Rules of Conduct, could require us to withdraw from further representation of you, or seek specific consent from you and another current or former client in order to continue representing you. If a conflict situation arises, we will discuss it with you and take appropriate steps to resolve the conflict or other problems, if possible. If you perceive an actual or potential conflict, please promptly contact the undersigned.

**Advance Consent to Conflicts.** Bricker Graydon represents many other businesses and individuals. It is possible that during the period of this engagement, we may also represent other clients in matters substantially unrelated to this representation, where your respective interests are adverse.

For example:

- If you have a lending relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter in which your interests are adverse, including an unrelated matter arising out of that lending relationship.
- If you have an employment relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter where your interests are adverse, including an unrelated matter arising out of that employment relationship.
- If you have a business relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter where your interests are adverse, including an unrelated matter arising out of that business relationship.

You agree that our representation of you concerning the Matter will not disqualify our Firm from representing other clients in matters, including litigation, that are substantially unrelated to the Matter. You consent to waive any conflict of interest as to those other, substantially unrelated representations. Bricker Graydon agrees, per the applicable Rules of Conduct, not to divulge any



confidential or nonpublic information about you that we acquire as a result of our work on the Matter, or to use any such information to your material disadvantage in connection with any substantially unrelated matter in which we represent a party adverse to you.

In addition to legal work the Firm provides to clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm (“Government Relations Services”). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before state legislatures and before various federal, state, and local legislative or regulatory bodies or officials. Such services may include, but are not limited to seeking the enactment, repeal, or amendment of various laws, regulations or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the Client’s interests.

By executing this engagement letter, the Client is acknowledging that the Client has not retained the Firm to provide Government Relations Services, and that our work for the Client in this Matter will not disqualify the Firm from providing Government Relations Services to other clients, even when the interests of those other clients are adverse to the Client’s interests. To the extent such Government Relations Services present an actual or prospective conflict of interest, by executing this engagement letter, the Client agrees to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

**Client Information and Communications.** So that the Firm’s attorneys can fully represent the interests of the Client, it is important that counsel be provided all relevant information concerning the Matter. The Client agrees to timely provide full and complete information requested by counsel in regard to the Matter. The Rules of Conduct provide that in the event the Firm and counsel are not able to adequately represent the interests of the Client as a result of incorrect or insufficient information provided by the Client, the Firm and counsel may terminate the representation in this Matter, subject to any approval required by a court or other authority.

To facilitate communications between the Client and the Firm, we understand that William D. Mason shall be the point of contact of the Client and that the Firm is to take direction from this person. If there comes a time when the Firm receives conflicting direction from individuals within the Client, such that the Firm can no longer adequately represent the interests of the Client, the Firm may terminate the representation in this Matter, subject to any approval required by a court or other authority.

**Internal Consultation with Counsel to the Firm.** From time to time, lawyers or others in the Firm will consult with Bricker Graydon lawyers designated as General Counsel and Associate General Counsel to the Firm (“Firm Counsel”). Such consultations with Firm Counsel can touch on ethical and other professional-conduct issues, issues involving potential claims against the Firm that arise in connection with the Firm’s representation of a client, and any dispute or potential dispute between you and the Firm. As a condition of the Firm’s representation, you agree that any such consultations with the Firm’s Counsel are protected from disclosure, including disclosure to you, by the attorney-client privilege, to the extent permitted by law.



**Litigation Matters – Litigation Holds.** If our representation in the Matter requires the production of information to another party, whether or not that party is adverse, applicable laws and rules likely require the Firm and the Client to preserve information. Any failure to do so may result in severe financial and procedural consequences. The duty to preserve is generally called a “Litigation Hold.” A Litigation Hold requires preservation of both hard-copy and electronically stored information (ESI). It applies to information that exists at the time of the engagement as well as that which is created later.

By signing this letter, the Client agrees and acknowledges the Client’s duty to preserve all information, including ESI, relating to the Matter, regardless of where it is located or what form it is in, until otherwise notified. That means all records, communications, and data. For example, memoranda, letters, spreadsheets, databases in your possession or under the Client’s control, calendars, cellular and land-line phone data and logs, electronic storage devices, computer drives, emails (including attachments), voice mails, instant messages, audio, video, CD’s, charts, handwritten notes, drafts, files, backups, and other materials. This applies to your entire organization and will almost certainly require IT assistance to preserve, or “hold,” the information properly. You acknowledge that you understand Litigation Hold duties.

**Resolving Disagreements.** We hope that no disagreements ever arise concerning any aspect of our professional relationship. If there is a dispute concerning our fees, services, or relationship, we encourage prompt conversations with the attorney you are working with to resolve any disagreement. If the issue is not resolved satisfactorily, we urge you to discuss your concerns with either Firm Counsel, Quintin Lindsmith (direct dial: 614-227-8802) or Stephen Smith (direct dial: 859-578-3070).

**Conclusion of Representation.** Either party may terminate the engagement before the Matter is concluded, at any time and for any reason, by written notice. The Firm’s right to terminate the engagement is subject to the applicable Rules of Conduct. Upon your authorization, we will provide the “Client File” to successor counsel selected by you. Client Files include such things as third-party communications, communications with counsel, transactional documents, documents received from other parties, documents received from the Client, public filings, and the like. Client Files do not include Firm Files, described below. If permission to withdraw is required by a court or other authority, you agree to cooperate with such application for withdrawal and to engage successor counsel to represent you.

Client Files will also be provided to the Client upon written request, although such request must be made within 5 years of termination. We reserve the right to securely destroy or dispose of the Client Files 5 years after the termination of our representation, unless earlier notice is provided to you.

The Firm’s files pertaining to the Matter will be retained by the Firm after termination. These “Firm Files” include such things as Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers’ work product such as drafts, notes, internal memoranda, and legal and factual research, including



investigative reports, prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such Firm Files within a reasonable time after the termination of the engagement.

Following termination of our services, we may ask if you desire your papers and property returned to you ("Client Property"). If you do not respond requesting the return of your papers and property, you agree we may, upon reasonable notice to you, dispose of such Client Property.

After completion of the Matter, changes in the law may occur, and those changes may impact your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice, the Firm will have no continuing obligation to advise you with respect to future legal developments.

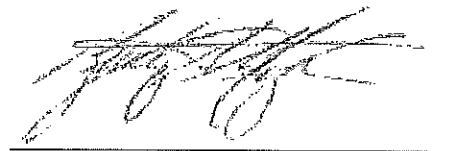
Unless previously terminated, Bricker Graydon's representation of the Client will terminate upon the earlier of a written confirmation of completion, or sending you our final statement for services rendered in the Matter.

**Conclusion.** If the foregoing is agreeable, please sign the Acceptance and Agreement below. If we are required to begin providing legal services before you sign below, you are deemed to have accepted the terms of engagement as outlined in this letter.

Thank you again for selecting us to be your counsel. We look forward to working with you. If you have any questions regarding the foregoing or would like to discuss, please do not hesitate to give me a call.

Very truly yours,

  
\_\_\_\_\_  
William D. Mason, Of Counsel

  
\_\_\_\_\_  
Beverly Meyer, Partner,  
Chair of Political Subdivisions



**ACCEPTANCE AND AGREEMENT:**

The terms of this engagement are understood, approved, and accepted.

City of Brook Park, Ohio

\_\_\_\_\_  
Carol D. Horvath, Law Director

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