

**REGULAR CAUCUS MEETING
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO
TO BE HELD ON TUESDAY, MAY 14, 2019
7:00 P.M.**

I. ROLL CALL OF MEMBERS

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES OF PRECEDING MEETINGS:

1. REGULAR CAUCUS MEETING HELD ON APRIL 9, 2019

IV. DISCUSSION:

1. POWER POINT PRESENTATION FROM FIRE CHIEF MAUND FOR FIRE STATION APPARATUS (Mayor Gammella) - PER COUNCIL PRESIDENT VECCHIO.
2. JUSTICE DEPARTMENT APPLICATION GRANT FOR POLICE BODY-WORN CAMERAS (Mayor Gammella) PER COUNCIL PRESIDENT VECCHIO. **In attendance: Police Chief Dickel & Economic Development Commissioner Adams.**
3. DEPARTMENT OF LIQUOR CONTROL – SNOWBERRY FRESH MARKET LLC, DBA SNOWBERRY FRESH MARKET 13425 SNOW ROAD, BROOK PARK, OH 44142. **C NEW 8340503; C1 & C2. Deadline date no later than 6/6/2019.** - PER COUNCIL PRESIDENT VECCHIO.

V. FINANCE COMMITTEE - CHAIRMAN, SCOTT:

1. AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2019 ENERGIZED COMMUNITY GRANT(S) FUND AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella. **Note: (Resolution No. 6-2018, adopted February 20, 2018 included for viewing purposes.**

VI. LEGISLATIVE COMMITTEE - CHAIRMAN, MENCINI:

1. AN ORDINANCE REPEALING CHAPTER 1308 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'INTERNAL MAINTENANCE CODE' AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

2. AN ORDINANCE REPEALING CHAPTER 1362 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'ADMINISTRATION & ENFORCEMENT' AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

3. AN ORDINANCE REPEALING CHAPTER 1363 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'OWNER & OPERATOR RESPONSIBILITIES' AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

4. AN ORDINANCE REPEALING CHAPTER 1407.13 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'RUBBISH & GARBAGE DISPOSAL' AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

5. AN ORDINANCE ENACTING CHAPTER 1360 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'ADMINISTRATION OF CHAPTER 1361' AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

6. AN ORDINANCE ENACTING CHAPTER 1361 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'PROPERTY MAINTENANCE CODE' AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

7. A RESOLUTION URGING ALL RESIDENTS TO SHOP IN THE CITY OF BROOK PARK DURING 'SHOP IN BROOK PARK' DURING THE MONTH OF JULY AND DECLARING AN EMERGENCY. Introduced by Councilman Mencini.

VII. PLANNING COMMITTEE - CHAIRMAN BURGIO:

1. REQUEST FOR A CONDITIONAL USE PERMIT TO OPERATE AN AUTOMATIC CARWASH FACILITY AT 14755 SNOW ROAD (**Currently operating as 'Car Wash Express'**) LOCATED IN THE U3-A ZONE. **In attendance: Scott Soble and David Soble.**

VIII. PARKS & RECREATION COMMITTEE - CHAIRMAN, SALVATORE:

1. A RESOLUTON DESIGNATING THE MONTH OF JULY AS PARKS AND RECREATION MONTH IN THE CITY OF BROOK PARK AND DECLARING AN EMERGENCY. Introduced by Councilman Salvatore.

IX. SAFETY COMMITTEE - CHAIRMAN STEMM:

1. AN ORDINANCE AMENDING SECTION 525.16 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'SMOKING PROHIBITED IN MUNICIPALLY OWNED AND OPERATED BUILDINGS' AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella. **Note: Moved by motion from the April 16, 2019 Caucus Prior to meeting in order to have Police Chief Dickel in attendance to discuss enforcement policy for public parks & playgrounds.**
2. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LICENSE AGREEMENT WITH MCIMETRO ACESS TRANSMISSION SERVICES CORP., DBA VERSION ACCESS TRANSMISSION SERVICES TO OCCUPY AND USE THE VARIOUS PUBLIC RIGHTS-OF-WAY OF THE CITY FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF WIRELINE TELECOMMUNICATIONS FACILITIES AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.
3. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) AND THE CITY OF BROOK PARK AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

IX. SAFETY COMMITTEE - CHAIRMAN STEMM: CONT.

4. A RESOLUTION HONORING JAMES F. FOSTER ON HIS RETIREMENT AS CHIEF OF POLICE FOR THE CITY OF BROOK PARK AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

X. ADJOURNMENT:

Posted 5/10/19

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

8340503		NEW		SNOWBERRY FRESH MARKET LLC	
PERMIT NUMBER		TYPE		DBA SNOWBERRY FRESH MARKET	
ISSUE DATE		04 29 2019		13425 SNOW RD	
FILING DATE		C1 C2		BROOK PARK OH 44142	
PERMIT CLASSES		18 110 C		C32509	
TAX DISTRICT		RECEIPT NO.			

FROM 05/06/2019

PERMIT NUMBER		TYPE			
ISSUE DATE					
FILING DATE					
PERMIT CLASSES					
TAX DISTRICT		RECEIPT NO.			

'19 MAY 9 AM 9:21:07



MAILED 05/06/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/06/2019

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 NEW 8340503

(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**

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA

Permit Number	<input type="text" value="8340503"/>
Permit Name / DBA	<input type="text"/>
Member / Officer Name	<input type="text"/>

[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 8340503; Name: SNOWBERRY FRESH MARKET LLC; DBA: DBA SNOWBERRY FRESH MARKET; Address: 13425 SNOW RD BROOK PARK 44142		
ABDULLA ABDULLA	MANAGE MEM	CEO

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)



Department of Commerce

Division of Liquor Control

John R. Kasich, Governor
Jacqueline T. Williams, Director

6606 Tussing Road
Reynoldsburg, OH 43068-9006

www.com.ohio.gov

How To Object

Objections (to new permit, or transfer of ownership and/or location of an existing permit):

Who can file an objection?

- Local legislative authority (city council if within a municipal corporation, township trustees, or county commissioners)
- Public institutions (schools, churches, libraries, public playgrounds, and township parks) within a 500-foot radius of the proposed permit premises

Once notified by the Division, the local legislative authority and/or public institutions have 30 days to submit their objection and request a hearing. Only the local legislative authority may request an extension beyond 30 days.

Permit Renewal Objections:

Only the local legislative authority can object to annual permit renewals by taking the following actions:

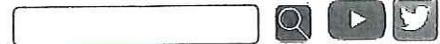
- Adopt a resolution stating the reason for the objection and forward a copy to the Division no later than 30 days before the expiration date of the permit.
- Provide a statement to accompany the resolution from the chief legal officer stating that they have reviewed the resolution and, in their opinion, it is based on substantial legal grounds.

Requests for hearing should be mailed to:

**Ohio Department of Commerce
Division of Liquor Control
Licensing Office
6606 Tussing Rd. P.O. Box 4005
Reynoldsburg, Ohio 43068-9005**

Concerned Citizens:

Citizens cannot file objections directly, but can make their concerns known to their local legislative authority and ask that they object and request a hearing. See the following for community options for dealing with a problem liquor permit establishment: http://www.com.state.oh.us/documents/liqr_ProblemPremises.pdf.



LIQUOR CONTROL

SPIRITS

LICENSING

RESOURCES

CONTACT US

PLEASE NOTE: The Ohio Department of Commerce web services will be intermittently unavailable from January 19, 2018 @ 5 PM until January 22, 2018 @ 8 AM

Manufacturer

Permit Class	Permit Fee	Description
A1	\$3,906	ORC 4303.02 Manufacturer of Beer -- producing more than 31 million gallons per year, wherever produced, and sell beer products to wholesale permit holders.
A1A	\$3,906	ORC 4303.021 Beer, and any intoxicating liquor by the glass or container on A-1 or A-2 permit premises only until 2:30am.
A1c	\$1,000	ORC 4303.022 Manufacturer of Beer - producing up to 31 million gallons per year wherever produced, for sale on premises at retail for on premises consumption, and sell beer products to retail and wholesale permit holders.
A2	\$76	ORC 4303.03 Manufacturer of wine.
A-2f	\$76	ORC 4303.031 Ohio farm winery that grows and manufactures wine, from grapes, fruits, or other agricultural products on land it owns and uses only for agriculture.
A3	\$2 to \$3,906	ORC 4303.04 Manufacture, import and sell alcohol and spirituous liquor
A3A	\$2 to \$400	ORC 4303.041 Manufacturer of less than 100,000 gallons of spirituous liquor and sale to a personal consumer.
A4	\$3,906	ORC 4303.05 Manufacture and sell certain prepared and bottled drinks, import for blended purposes
A5	\$1,000 per plant	ORC 4303.051 Manufacturer of ice cream containing not less than one-half of one percent alcohol by volume and not more than six percent of alcohol by volume. This holder may sell ice cream for consumption on the premises where manufactured or in sealed containers for consumption off premises. This law will become effective September 29, 2017.
B2A	\$25	ORC 4303.07 Sale of wine to retail permit holder.
S	\$25	ORC 4303.232 Sale of wine to personal consumer via mail order.
W	\$1,563	ORC 4303.231 To operate a warehouse for the storage of beer or intoxicating liquor within the state and to sell such products from the warehouse to a B permit holder with Consent to Import on file or to other customers outside this state.

Distributor

Permit Class	Permit Fee	Description
B1	\$3,125	ORC 4303.06 Distributor of beer, ale, stout, other malt liquor.
B2	\$500	ORC 4303.07 Distributor of bottled wine.
B3	\$124	ORC 4303.08 Distributor of sacramental wine.
B4	\$500	ORC 4303.09 Distributor of mixed beverages.
B5	\$1,563	ORC 4303.10 Distributor and Importer and bottler of wine.

Retail Store Carryout

Permit Class	Permit Fee	Description
C1	\$252	ORC 4303.11 Beer only in original sealed container for carry out only.
C2	\$376	ORC 4303.12 Wine and mixed beverages in sealed containers for carry out.
C2X	\$252	ORC 4303.121 Beer in original sealed containers for carry out.
D8	\$500	ORC 4303.184 Sale of tasting samples of beer, wine, and mixed beverages, but not spirituous liquor, at retail, for consumption on premises.

Restaurant / Night Club

Permit Class	Permit Fee	Description
D1	\$376	ORC 4303.13 Beer only for on premises consumption or in original sealed containers for carry out only until 1:00am.
D2	\$564	ORC 4303.14 Wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1:00am.
D2X	\$376	ORC 4303.141 (Grandfathered Permit) Beer only for on premises consumption or in original sealed containers for carryout only until 1:00am.

D3	\$750	<u>ORC 4303.15</u> Spirituous liquor for on premises consumption only until 1:00am.
D3X	\$300	<u>ORC 4303.151</u> (Grandfathered Permit) Wine only for on premises consumption until 1:00am.
D3A	\$938	<u>ORC 4303.16</u> Extend issued permit privileges until 2:30am.
D5	\$2,344	<u>ORC 4303.18</u> Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am.
D5I	\$2,344	<u>ORC 4303.181</u> (Same as D5). Restaurant meeting certain criteria.
D7	\$469	<u>ORC 4303.183</u> (Same as D5). RESORT area only.

>Club

Permit Class	Permit Fee	Description
D4	\$469	<u>ORC 4303.17</u> Beer and any intoxicating liquor to members only, for on premises consumption only until 1:00am.
D4A	\$750	<u>ORC 4303.171</u> Airline club only - Beer and any intoxicating to members and guests until 2:00am.
D5C	\$1,563	<u>ORC 4303.181</u> (Same as D5).(This class can no longer be applied for.)
D5D	\$2,344	<u>ORC 4303.181</u> (Same as D5) located at airport.

Hotel And Motel

Permit Class	Permit Fee	Description
D5A	\$2,344	<u>ORC 4303.181</u> (Same as D5) for hotel or motel with 50 or more rooms for transient guests.

Enclosed Shopping Mall

Permit Class	Permit Fee	Description
D5B	\$2,344	<u>ORC 4303.181</u> (Same as D5) for enclosed shopping mall.

River Boats

Permit Class	Permit Fee	Description
D5E	\$1,219	<u>ORC 4303.181</u> (Same as D5). Historical river boat owned by charitable organization only.

Marinas

Permit Class	Permit Fee	Description
D5F	\$2,344	<u>ORC 4303.181</u> (Same as D5). Marina restaurant only.

Museums

Permit Class	Permit Fee	Description
D5G	\$1,875	<u>ORC 4303.181</u> (Same as D5). National sports museum only.
D5H	\$1,875	<u>ORC 4303.181</u> (Same as D5 - except sales till one am). Non-Profit organization exempt from federal income taxation, that owns a fine arts museum, community arts center or community theater.

Community Entertainment District/Revitalization

Permit Class	Permit Fee	Description
D5J	\$2,344	<u>ORC 4303.181</u> (Same as D5). Community Entertainment District.
D5L	\$2,344	<u>ORC 4303.181</u> (Same as D5). Revitalization District.

Sunday Sales

Permit Class	Permit Fee	Description
D6	\$400-c \$500-d	<u>ORC 4303.182</u> Sale of intoxicating liquor on Sunday between the hours 10:00am or 11:00am and midnight.

Other

Permit Class	Permit Fee	Description
D5K	\$1,875	<u>ORC 4303.181</u> (Same as D5 - except sales till one am). Certain non profit organizations that own and operate a botanical garden.

D5M	\$2,344	ORC 4303.181 (Same as D5). Restaurant affiliated with center for the preservation of wild animals.
D5N	\$20,000.00	ORC 4303.181(N) (Same as D5). Casino Operator or Casino Management Company.
D5O	\$2344.00	ORC 4303.181(O) (Same as D5). Restaurant located in a casino.
E	\$500	ORC 4303.19 Railroad car or airline to sell beer or any intoxicating liquor at retail in glass or from container for consumption in such car or aircraft.
G	\$100	ORC 4303.21 Retail drug store (alcohol for medicinal, industrial, mechanical, chemical, or scientific purposes).
H	\$300	ORC 4303.22 Carrier by rail or for hire motor carrier who also holds a license issued by the public utilities commission to transport beer, intoxicating liquor, and alcohol, or any of these, in this state or delivery or use in this state.
I	\$200	ORC 4303.23 Wholesale druggist (purchase - import alcohol for sale at wholesale and retail).

Temporary Permits

Permit Class	Permit Fee	Description
F	\$40	ORC 4303.20 Valid for beer only until 1:00am. (Temporary - 5 days).
F1	\$250	ORC 4303.201 Temporary "Special Function" permit (3 days) (allows B.Y.O.B. by a nonprofit organization at Municipal Convention Center).
F2	\$150 \$160 (jointly)	ORC 4303.202 Temporary permit (four consecutive days) beer and any intoxicating liquor by glass or container on premises only until 1:00am. (1 every 30 days in same name)
F3	\$300	ORC 4303.203 Alcohol Beverage Industry Education.
F4	\$60	ORC 4303.204 Certain non profit organizations for an event that includes the introduction, showcasing or promotion of wines produced in Ohio; to furnish at no charge 2 oz. samples and sale for on premises consumption and carry out of wine from participating A2 permit holders. The fee is \$60 (per day).
F5	\$180	ORC 4303.205 Beer and Intoxicating liquor issued to a Riverboat at a festival sponsored by a nonprofit organization (6 days - one per calendar year).
F6	\$50	ORC 4303.206 Sale of wine by a 501(c)(3) nonprofit organization (72 consecutive hours - 6 per year).
F7	\$450	ORC 4303.207 Beer, wine, mixed beverages, and spirituous liquor issued to a nonprofit organization at a "qualified golf event", meeting certain criteria until 1AM. (8 days - two(2) per calendar year).
F8	\$1700	ORC 4303.208 Temporary permit to a not-for-profit organization for sales on publicly owned property located in Hamilton County only.
F9	\$1700	ORC 4303.209 Temporary Permit to a nonprofit corporation that operates park on property leased from a municipal or non-profit corporation that provides or manages entertainment programming having an agreement meeting certain - in Franklin County only.
F-10	\$100	ORC 4303.2010 Sales of tasting samples of wine manufactured by an A-2 or S permit holder conducted at a registered farmers market, or in sealed containers for consumption off premises.

[COM](#) | [Confidentiality Statement](#) | [Privacy Statement](#) | [News Room](#) | [Public Records Request Policy](#) | [Disclaimer](#)

CONTACT US

Division of Liquor Control
 6606 Tussing Road
 Reynoldsburg, OH 43068
 Phone 614.644.2360
 Email Web.liqr@com.state.oh.us

Webmaster
 Contact the Webmaster for Questions
 or Comments on the Website:
webmaster@com.state.oh.us

CONNECT WITH US



LOOKUP SERVICES

[Special Event Liquor Permit Search](#)
[Liquor Permit Retailers Search](#)
[Liquor Permit Violations Search](#)
[Ownership Disclosure Search](#)
[Permits In Safekeeping Search](#)

RESOURCES

[We Don't Serve Teens](#)
[Liquor Laws & Rules](#)
[Ohio Liquor Control Commission](#)
[Ohio Ethics Commission](#)
[Law On Open Containers](#)
[Law On Gambling](#)

ABOUT LIQUOR CONTROL

[Director Jacqueline T. Williams](#)
[FAQs](#)



Hearing Procedure:

- Hearings are held at the Division's offices in Reynoldsburg, the county seat of the permit holder/applicant, or via video conference where available.
- The objector must appear for the objection to be considered. The hearing is public and citizens may attend but cannot present evidence or provide testimony unless designated to do so by the objector or permit holder/Applicant.
- An attorney from the Division conducts the hearing, but does not make a decision. A report is submitted to the Division's superintendent who decides whether to overrule or sustain the objection.
- The permit holder/applicant or legislative authority can appeal the decision to the Ohio Liquor Control Commission (<http://www.lcc.ohio.gov/>). Public institutions have no legal right to appeal the Division's decisions.

Evidence:

The Division's decision are guided by statutes, rules and legal cases. Evidence must be pertinent to the advisability of granting or renewing the permit. Speculative testimony not supported by sufficient evidence has been ruled by Ohio courts to be insufficient reason not to allow a business to operate. The burden of proof is on the objecting party, and the evidence presented must be reliable, probative and substantial:

- Reliable - Evidence that is dependable and can be confidently trusted
- Probative - Relevant evidence that tends to prove the issue in question
- Substantial - Evidence with some weight, importance and value

Statutory Basis to Sustain Objection:

The grounds for which the Division can deny a permit or reject a permit renewal are provided in Ohio Revised Code Section 4303.292 (<http://codes.ohio.gov/orc/4303.292>).

Examples:

- Conviction for a crime relating to the ability to operate a liquor establishment by the applicant, any partner, member, officer, director, manager or shareholder owning five percent or more of the capital stock.
- An applicant's unfavorable enforcement record and/or operation in disregard of laws, regulations or local ordinances.
- The location of the establishment substantially and adversely interfering with the public decency, sobriety, peace, or good order of the neighborhood, or the normal, orderly conduct of a public institution.
- Saturation in the neighborhood such that the permit applied for would be detrimental to and substantially interfere with the morals, safety or welfare of the public.

See the Division's website at www.com.ohio.gov/liqr for more information on presenting a successful objection case. Please contact the Division's Legal Section at 614-644-2489 with any questions regarding the objection process.

1-800-750-0750 (TTY/TDD)
www.com.ohio.gov/liqr

Ohio | Department
of Commerce

CITY OF BROOK PARK, OHIO

ORDINANCE NO. _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING ALL ACTIONS NECESSARY TO
ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)
2019 ENERGIZED COMMUNITY GRANT(S) FUND,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park, County of Cuyahoga, Ohio (the "Grantee") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2019 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the Grantee has previously entered into a Grant Agreement with NOPEC, Inc., on February 20, 2018, to receive one or more NEC Grant(s); and

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

SECTION 1: The Council of the Grantee (the "Council") finds and determines that it is in the best interest of the Grantee to accept the NEC Grant(s) funds.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and to accept NOPEC's grant(s) for 2019; therefore, provided this Ordinance receives the affirmative vote of at least (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

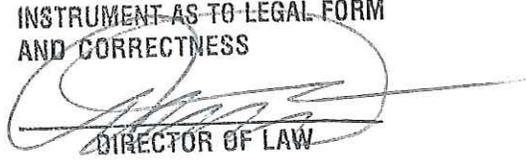
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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



DIRECTOR OF LAW



NOPEC ENERGIZED COMMUNITY GRANT

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("NOPEC"), and City of Sandusky Park, Cuyahoga County, Ohio ("Grantee"; NOPEC and Grantee, the "Parties") regarding a grant by NOPEC to Grantee to be used primarily for energy efficiency or energy infrastructure projects in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** NOPEC hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by NOPEC based on the number of natural gas and/or electric accounts served by NOPEC in Grantee in accordance with NOPEC Policy in the amount determined by NOPEC ("Funds"), for the purposes set forth in Grantee's Grant Application, as amended, and incorporated by reference into this Agreement for the Project(s) described on Schedule(s) to this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by NOPEC for the Project(s) approved by NOPEC. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. Funds not used in the year they are granted to Grantee may be escrowed and carried forward for up to two (2) years from NOPEC grant approval. If Grantee does not expend the Funds for the Project(s) approved by NOPEC within three (3) years of NOPEC's approval, Grantee shall forfeit any unused Funds.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2018, and shall expire on December 31, 2018, and shall be automatically renewed annually unless NOPEC discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). NOPEC reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify NOPEC if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to NOPEC all of its records with respect to matters covered by this

7. Agreement, and for NOPEC to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and NOPEC and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as NOPEC shall require.

8. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

9. **Inability to Perform.** In the event that Grantee does not or cannot complete the Project(s) or perform its obligations under this Agreement, Grantee shall immediately notify NOPEC in writing. NOPEC, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify Project amendments or suitable Project(s) that meet NOPEC Policy.

10. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to NOPEC, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

11. Termination.

(a) If NOPEC determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, NOPEC, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

12. Effects of Termination.

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of NOPEC. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by NOPEC prior to such termination.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from

its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

13. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement. Grantee agrees to defend NOPEC and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

14. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

15. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Fiscal Officer (or other position)

Gregory Chagler
6161 Engle Road
North Park, Ohio 44142

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the Project and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of NOPEC.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement. Grantee further represents and warrants to NOPEC that it has received all necessary approvals from Grantee's legislative authority for Grantee to accept the NEC Grant and enter into this Agreement.

(i) Determinations by NOPEC Final. All determinations as to eligibility of any project for an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by NOPEC and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer] to take all actions with respect to the NEC Grant and this Agreement as may be required and NOPEC shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and NOPEC to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with NOPEC in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

NOPEC, INC.:

_____, Ohio

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

[Signature page to NOPEC Energized Community Grant Agreement.]

SCHEDULE

PROJECT(S)

Reference Material

P/C _____
CA PERIOD 2/16/18
1st R 2/20/18
2nd R _____
3rd R _____
P/C _____

CITY OF BROOK PARK, OHIO

RESOLUTION NO. 6-2018

INTRODUCED BY: MAYOR GAMMELLA

A RESOLUTION
AUTHORIZING ALL ACTIONS NECESSARY TO
ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)
ENERGIZED COMMUNITY GRANT(S),
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park, County of Cuyahoga, Ohio (the "Municipality") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2018 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the Municipality wishes to enter into a Grant Agreement with NOPEC, Inc., in the form attached to this Resolution to receive one or more NEC (Grant(s) for 2018, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc., in the form attached; and

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

SECTION 1: The Council of the Municipality (the "Council") finds and determines that it is in the best interest of the Municipality to accept the NEC Grant(s) for 2018, and authorizes the Mayor to execute the Grant Agreement with NOPEC, Inc., in the form attached.

SECTION 2: 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 deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: 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 to accept NOPEC's grant(s) for 2018; therefore, provided this

Resolution receives the affirmative vote of at least (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: February 20, 2018

[Signature]
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
CLERK OF COUNCIL

APPROVED: [Signature]
MAYOR
2/20/2018
DATE

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

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 22530 Rupie Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days, commencing February 25, 2018
Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

CERTIFICATE
Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance Resolution No. 6-2018 passed on the 20th day of February 2018 by said council.
Michelle Blazak
Clerk of Council

	Yeas	Nays
Stemm	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Orcutt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Burgio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

P/C 5/7/19 Legislative
Caucus 5-14-19
1st R
2nd R
3rd R
B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE

REPEALING CHAPTER 1308 OF THE BROOK PARK CODIFIED ORDINANCES
ENTITLED 'INTERNAL MAINTENANCE CODE' AND DECLARING AN EMERGENCY

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

SECTION 1: Chapter 1308 of the Brook Park Codified
Ordinances, entitled 'Internal Maintenance Code', Ordinance No.
8629-1999, Passed 1-18-00, Ordinance No. 9446-2008, Passed 3-18-08
is hereby expressly repealed:

SECTION 2: It is found and determined that all formal actions
of this Council concerning and relating to the adoption of this
Ordinance were adopted in an open meeting of this Council, and that
all deliberations of this Council and of any of its committees that
resulted in such formal action were in meetings open to the public
in compliance with all legal requirements, including Section 121.22
of the Ohio Revised Code.

SECTION 3: This ordinance is hereby declared to be an
emergency measure immediately necessary for the preservation of the
public peace, health, safety and welfare of said City, and for
further reason that Council desire to repeal Chapter 1308,
therefore, provided this ordinance receives the affirmative vote of
at least (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

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

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE

REPEALING CHAPTER 1362 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'ADMINISTRATION & ENFORCEMENT' AND DECLARING AN EMERGENCY

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

SECTION 1: Chapter 1362 of the Brook Park Codified Ordinances, entitled 'Administration & Enforcement', Ordinance No. 6028-1981, Passed 9-1-81 is hereby expressly repealed:

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for further reason that Council desire to repeal chapter 1362, therefore, provided this ordinance receives the affirmative vote of at least (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

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE

REPEALING CHAPTER 1363 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'OWNER & OPERATOR RESPONSIBILITIES' AND DECLARING AN EMERGENCY

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

SECTION 1: Chapter 1363 of the Brook Park Codified Ordinances, entitled 'Owner & Operator Responsibilities', Ordinance No. 6028-1981, Passed 9-1-81, Ordinance No. 8377-1997, Passed 11-18-97, Ordinance No. 7898-1993, Passed 12-21-93 is hereby expressly repealed:

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for further reason that Council desire to repeal Chapter 1363, therefore, provided this ordinance receives the affirmative vote of at least (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

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE

REPEALING CHAPTER 1407.13 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'RUBBISH & GARBAGE DISPOSAL' AND DECLARING AN EMERGENCY

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

SECTION 1: Chapter 1407.13 of the Brook Park Codified Ordinances, entitled 'Rubbish & Garbage Disposal', Ordinance No. 8243-1996, Passed 8-6-96 is hereby expressly repealed:

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for further reason that Council desire to repeal Chapter 1407.13 therefore, provided this ordinance receives the affirmative vote of at least (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

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
ENACTING CHAPTER 1360 OF THE BROOK PARK CODIFIED ORDINANCES,
ENTITLED 'ADMINISTRATION OF CHAPTER 1361,'
AND DECLARING AN EMERGENCY

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
BROOK PARK, STATE OF OHIO, THAT:

SECTION 1: The Brook Park codified ordinances shall be
supplemented by enacting a new chapter 1360, entitled "property
maintenance code" is hereby enacted to read as follows:

1360 PROPERTY MAINTENANCE CODE-ADMINISTRATION.

1360.01 TITLE.

These Regulations shall be known as the property maintenance code
for the city of Brook Park, hereinafter referred to as "this code."

1360.02 SCOPE.

The provisions of this code shall apply to all existing residential
and nonresidential structures and all existing premises and
constitute minimum requirements and standards for premises,
structures, equipment and facilities for light, ventilation, space,
heating, sanitation, protection from the elements, life safety,
safety from fire and other hazards, and for safe and sanitary
maintenance; the responsibility of owners, operators and occupants;
the occupancy of existing structures and premises, and for
administration enforcement and penalties.

1360.03 INTENT.

This code shall be construed to secure its expressed intent, which
is to ensure public health safety and welfare in so far as they are
affected by the continued occupancy and maintenance of structures
and premises. Existing structures and premises that do not comply
with these provisions shall be altered or repaired to provide a
minimum level of health/safety required herein.

1360.04 SEVERABILITY.

If a section, subsection, sentence, clause or phrase of this code

is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

APPLICABILITY.

1360.05 GENERAL.

The provision of this code shall apply to all matters affecting or relating to structures or premises, as set forth in section 1360.02. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

1360.06 MAINTENANCE.

Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or disconnected from any occupied dwelling, except for such temporary interruption as necessary while repairs or alteration are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or owners designated agent shall be responsible for the maintenance of buildings, structures, and premises.

1360.07 APPLICATION OF OTHER CODES.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the (Ohio Building Codes 2017) nothing in this code shall be construed to cancel, modify or set aside any provision of this code.

1360.08 EXISTING REMEDIES.

The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

1360.09 WORKMANSHIP.

Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with applicable codes or the manufacturer's installation instructions.

1360.10 HISTORIC BUILDINGS.

The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

1360.11 REFERENCED CODES AND STANDARDS.

The codes and standards referenced in this code shall be those that are listed in chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between this code and the referenced standards, the provisions of this code shall apply.

1360.12 REQUIREMENTS NOT COVERED BY CODE.

Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

DUTIES AND POWERS OF THE CODE OFFICIAL.

1360.13 GENERAL.

The code official shall enforce the provisions of this code.

1360.14 RULE MAKING AUTHORITY.

The code official shall have authority as necessary in the interest of public health, safety and general welfare; to adopt and promulgate rules and procedures; to interpret and implement the provisions of this code; to secure the intent thereof; and to designate requirements applicable because of local climactic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this code, or of violating accepted engineering methods involving public safety.

1360.15 INSPECTIONS.

The code official shall make all the required inspections, or shall accept reports of inspections by other approved agencies or individuals. All reports of such inspection shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

1360.16 RIGHT OF ENTRY.

The code official is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable search and seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law.

1360.17 IDENTIFICATION.

The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

1360.18 NOTICES AND ORDERS.

The code official shall issue all necessary notices and orders to ensure compliance with this code.

1360.19 DEPARTMENT RECORDS.

The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained according to the city of Brook Park record retention policy.

APPROVAL.

1360.20 MODIFICATIONS.

Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases, provided that the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

1360.21 ALTERNATIVE MATERIALS, METHODS AND EQUIPMENT.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provide that any such material has been approved. An alternative material or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent and provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the

equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

1360.22 REQUIRED TESTING.

Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

1360.23 TEST METHODS.

Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall be permitted to approve appropriate testing procedures performed by an approved test agency.

1360.24 TEST REPORTS.

Reports of tests shall be retained by the code official for the period required for the retention of public records.

1360.25 MATERIAL AND EQUIPMENT REUSE.

Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved.

VIOLATIONS.

1360.26 UNLAWFUL ACTS.

It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

1360.27 NOTICE OF VIOLATION.

The code official shall serve a notice of violation or order in accordance with Section 1360.31-1360.33

1360.28 PROSECUTION OF VIOLATION.

Any person failing to comply with a notice of violation or order served in accordance with section 1360.32 through 1360.33 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law

or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order of direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

1360.29 VIOLATION PENALTIES.

Any person who shall violate the provisions of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the lines provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

1360.30 ABATEMENT OF VIOLATION.

The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to, restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

NOTICES AND ORDERS.

1360.31 NOTICE TO PERSON RESPONSIBLE.

Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in section 1360.32 and 1360.33 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with section 1360.42

1360.32 FORM.

Such notice prescribed in section 1360.31 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and what the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.
6. Include a statement of the right to file a lien in accordance

with section 1360.28

1360.33 METHOD OF SERVICE.

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

1360.34 PENALTIES.

Penalties for noncompliance with orders and notice shall be set forth in section 1360.29

1360.35 TRANSFER OF OWNERSHIP.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

UNSAFE STRUCTURES AND EQUIPMENT.

1360.36 GENERAL.

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structures shall be condemned pursuant to the provisions of this code.

1360.37 UNSAFE STRUCTURES.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or

warn occupants in the event of fire, or because such structure contains unsafe equipment or is damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

1360.38 UNSAFE EQUIPMENT.

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such a equipment is a Hazard To Life, Health, property or safety of the public or occupants of the premises or structure.

1360.39 STRUCTURES UNFIT FOR HUMAN OCCUPANCY.

Any structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is in sanitary, vermin or rat-infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

1360.40 UNLAWFUL STRUCTURE.

An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

1360.41 CLOSING VACANT STRUCTURES.

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

1360.42 NOTICE.

Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section 1360.33 If

the notice pertains to equipment, it should also be placed on The Condemned equipment. The notice shall be in the form prescribed in section 1360.32.

1360.43 PLACARD.

Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word quote condemned and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

1360.44 PLACARD REMOVAL.

The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were placed have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

1360.45 PROHIBITED OCCUPANCY.

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placard equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placard equipment shall be liable for the penalties provided by this code.

EMERGENCY MEASURES.

1360.46 IMMINENT DANGER.

When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangered life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in proximity of any structure because of explosive, explosive fumes or vapors or the presence of toxic fumes, gases or materials or operation of defective or dangerous equipment, the code official is hereby authorize and empowered to order the required occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows colon this structure is unsafe and its occupancy has been prohibited by the code official. It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

1360.47 TEMPORARY SAFEGUARDS.

Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily unsafe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

1360.48 CLOSING STREETS.

When necessary for public safety, the code officials shall temporarily close structures and/or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibited the same from being utilized.

1360.49 EMERGENCY REPAIRS.

For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

1360.50 COSTS OF EMERGENCY REPAIRS.

Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.

1360.51 HEARING.

Any person ordered to take emergency measures shall comply with such order forthwith. And the affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

DEMOLITION.

1360.52 GENERAL.

The code official shall order the owner of any promises upon which is located any structure, which in the code officials judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction

of any structure for a period of more than two years, to demolish and remove such structure.

1360.53 NOTICES AND ORDERS.

All notices in and orders shall comply with Section 1360.32 through 1360.33.

1360.54 FAILURE TO COMPLY.

If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

1360.55 SALVAGE MATERIALS.

When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell these salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled there to, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

MEANS OF APPEAL

1360.56 APPLICATION FOR APPEAL.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of zoning appeals, provided that a written application for appeal is filed within 20 days after the day of the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

DEFINITIONS

1360.57

The following terms wherever used herein or referred to in this

Property Maintenance Code shall have the respective meanings assigned to them unless a different meaning clearly appears from the context.

(1) **ACCESSORY STRUCTURE.**

"Accessory structure" means a structure, the use of which is incidental to that of the main building and which is attached thereto or located on the same premises.

(2) **APPROVED.**

Approved by the code official.

(3) **BASEMENT.**

That portion of a building which is partly or completely below grade.

(4) **BATHROOM.**

A room containing plumbing fixtures including a bathtub or shower.

(5) **BEDROOM.**

Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

(6) **CODE OFFICIAL.**

The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

(7) **CONDEMN.**

To adjudge unfit for Occupancy.

(8) **DWELLING UNIT.**

A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

(9) **EASEMENT.**

That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

(10) **EXTERIOR PROPERTY.**

The open space on the premises and on adjoining property under the control of owners or operators of such premises.

(11) **EXTERMINATION.**

The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible material that serve as their food; by poison spraying, fumigating, trapping, or by any other approved pest elimination methods.

(12) **GARBAGE.**

The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

(13) **GUARD.**

A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

(14) **HABITABLE SPACE.**

Space in a structure for living, sleeping, eating or cooking. bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

(15) **HOUSEKEEPING UNIT.**

A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

(16) **IMMINENT DANGER.**

A condition which could cause serious or life-threatening injury or death at any time.

(17) **INFESTATION.**

The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

(18) **INOPERABLE MOTOR VEHICLE.**

A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

(19) **LABELED.**

Devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains a periodic inspection of the of the above-labeled items and but whose label the manufacturer attests to compliance with applicable nationally recognized standards.

(20) **LET FOR OCCUPANCY OR LET.**

To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise, or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

(21) **OCCUPANCY.**

The purpose for which a building or portion thereof is utilized or occupied.

(22) **OCCUPANT.**

Any individual living or sleeping in a building, or having possession of a space within a building.

(23) **OPENABLE AREA.**

The part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

(24) **OPERATOR.**

Any person who has charge, care, control of a structure or premises which is let or offered for occupancy.

(25) **OWNER.**

Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executive or administrator of the estate of such person if ordered to take possession of real property by a court.

(26) **PERSON.**

An individual, corporation, partnership or any other group acting as a unit.

(27) **PREMISES.**

A lot, plot or parcel of land, easement or public way, including any structures thereon.

(28) **PUBLIC WAY.**

Any street alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for use.

(29) **ROOMING HOUSE.**

A building arranged or occupied for lodging, with or without meals, for compensation, and not occupied as a one- or two- family dwelling.

(30) **ROOMING UNIT.**

Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

(31) **RUBBISH.**

Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

(32) **SLEEPING UNIT.**

A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or cooking facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

(33) **STRICT LIABILITY OFFENSE.**

A defense in which the prosecution in a legal proceeding is not required to provide criminal intent as a part of its case. It is

enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

(34) **STRUCTURE.**

That which is built or constructed or a portion thereof.

(35) **TENANT.**

A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

(36) **TOILET ROOM.**

A room containing a water closet or urinal but not a bathtub or shower.

(37) **VENTILATION.**

The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

(38) **WORKMANLIKE.**

Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

(39) **YARD.**

An open space on the same lot with a structure.

1360.99 PENALTY.

(a) Whoever violates or fails to comply with any of the provisions of this chapter including any provision of the Property Maintenance Code is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000) or imprisoned not more than six months, or both, for each offense. Unless otherwise provided, a separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(b) The application of the penalty provided in subsection (a) hereof shall not be deemed to prevent the enforced removal of prohibited conditions, or the application of any other equitable remedy.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3 This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public

peace, health, safety and welfare of said City, and to enact Chapter 1360 of the Park Codified Ordinances; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

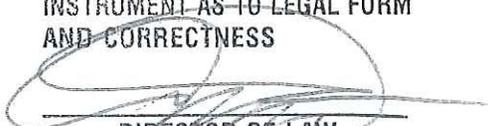
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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



DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
ENACTING CHAPTER 1361 OF THE
BROOK PARK CODIFIED ORDINANCES,
ENTITLED 'PROPERTY MAINTENANCE CODE,'
AND DECLARING AN EMERGENCY

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

SECTION 1: The Brook Park codified ordinances shall be supplemented by enacting a new chapter 1361, entitled "Property Maintenance Code" is hereby enacted to read as follows:

CHAPTER 1361 PROPERTY MAINTENANCE.

1361.01 SCOPE.

The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

1361.02 RESPONSIBILITY.

The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, room unit, housekeeping unit or premises which they occupy and control.

1361.03 VACANT STRUCTURES AND LAND.

All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

EXTERIOR PROPERTY AREAS.

1361.04 SANITATION.

All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

1361.05. GRADING AND DRAINAGE.

All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located there on.

Exception: Approved retention areas and reservoirs.

1361.06 SIDEWALKS AND DRIVEWAYS.

All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

1361.07 LANDSCAPING.

Premises shall be maintained. Lawns, hedges and bushes shall be kept from becoming overgrown and unsightly where exposed to public view and where the same constitute a blighting factor depreciating adjoining property and impairing the good residential character of the immediate neighborhood.

1361.08 NATURAL GROWTH.

The exterior of the premises shall be kept free of all nuisances and any hazards to the safety of occupants, pedestrians and other persons utilizing the premises. Dead trees, limbs or other natural growth which, by reason of rotting or deteriorating conditions or storm damage, constitute a hazard to persons in the vicinity thereof - shall be promptly removed and abated by the owner or operator.

1361.09 RODENT HARBORAGE.

All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they should be promptly exterminated by an approved process which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

1361.10 EXHAUST VENTS.

Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or

private property or that of another tenant.

1361.11 ACCESSORY STRUCTURES.

All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

1361.12 MOTOR VEHICLES.

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

1361.13 PARKING.

All vehicles that do not fall under the provisions of 1362.12 shall at all times be parked on a concrete or asphalt surface designed for such use.

1361.14 STORAGE OF COMMERCIAL AND INDUSTRIAL MATERIALS.

There shall not be stored or used at a location visible from the sidewalk, street or other public areas, equipment and materials relating to commercial or industrial use unless permitted under the Zoning Code for the premises.

1361.15 DEFACEMENT OF PROPERTY.

No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing there on any marking, carving or graffiti. It shall be the responsibility of the homeowner to restore said surface to an approved state of Maintenance and Repair.

1361.16 SWIMMING POOLS.

Swimming pool shall be maintained in a clean and sanitary condition, and in good repair, and in accordance with Section 1333.

1361.17 SIGNS BILLBOARDS AWNINGS.

Signs and billboards. All permanent signs and billboards exposed to public view permitted by reason of other regulations or as a lawful nonconforming use shall be maintained in good repair. Any signs which have weathered or faded or those upon which the paint has peeled or cracked shall, with their supporting members, be removed forthwith or put into a good state of repair. All non-operative or broken electrical signs shall be repaired or shall, with their supporting members, be removed forthwith.

(1)Windows. All windows exposed to public view shall be kept free of foreign substances except when necessary in the course of changing displays. No storage of materials, stock or inventory shall be permitted in window display areas or other areas ordinarily exposed to public view unless such areas are first screened from the public view by drapes, venetian blinds or other permanent rendering of the windows opaque to the public view. All screening of interiors shall be maintained in clean and attractive manner and in a good state of repair.

(2)Store fronts. All store fronts shall be kept in good repair, painted where required and shall not constitute a safety hazard or nuisance. In the event repairs to a store front become necessary, such repairs to a store front shall be made with the same or similar materials used in the construction of the store front in such a manner as to permanently repair the damaged area or areas. Any cornice visible above a store front shall be kept painted, where required, and in good repair.

(3)Signs or advertising removal. Except for "For Rent" signs, any temporary sign or other paper advertising material glued or otherwise attached to a window or windows otherwise exposed to public view shall be removed at the expiration of the event or sale for which it is erected, or within sixty days after erection, whichever shall occur sooner.

Except during the course of repairs or alterations, no more than thirty-three and one-third percent (33-1/3%) of the square footage of any single window or single window display area shall be devoted to signs or other temporary advertising material attached to the window or windows or otherwise exposed to public view.

(4)Awnings and marquees. Any awning or marquee and its accompanying structural members which extend over any street, sidewalk or other portion of the premises shall be maintained in good repair and shall not constitute a nuisance or a safety hazard. In the event such awnings or marquees are not properly maintained in accordance with the foregoing, they shall, together with their supporting members, be removed forthwith. In the event such awnings or marquees are made of cloth, plastic or of similar materials, such cloth or plastic where exposed to public view shall be maintained in good condition and shall not show evidence of weathering, discoloration, ripping, tearing or other holes. Nothing herein shall be construed to authorize any encroachment on streets, sidewalks or other parts of the public domain.

EXTERIOR STRUCTURE.

1361.18 GENERAL.

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

1361.19 PROTECTIVE TREATMENT.

All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment, peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding & masonry joints as well as those between the building envelope and the perimeter of the windows, doors, and skylights shall be maintained weather resistant and weather tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

1361.20 PREMISES IDENTIFICATION.

Building shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Number shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inches.

1361.21 STRUCTURAL MEMBERS.

All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

1361.22 FOUNDATION WALLS.

All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

1361.23 EXTERIOR WALLS.

All exterior walls shall be free from holes, breaks and loose or rotting materials and maintained weatherproof and properly surface coated where required to prevent deterioration.

1361.24 ROOFS AND DRAINAGE.

The roof and flashing shall be sound, tight and not have defects that admit rain/snow. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure, roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

1361.25 OVERHANG EXTENSIONS.

Overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escape, stand pipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

1361.26 STAIRWAYS, DECKS, PORCHES AND BALCONIES.

Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting imposed loads.

1361.27 CHIMNEYS AND TOWERS.

All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

1361.28 HANDRAILS AND GUARDS.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

1361.29 WINDOW, SKYLIGHT AND DOOR FRAMES.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather-tight.

1361.30 GLAZING.

All glazing materials shall be maintained free from cracks and holes.

1361.31 OPENABLE WINDOWS.

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

1361.32 INSECT SCREENS.

Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

1361.33 DOORS.

All exterior doors, door assemblies and Hardware shall be maintained in good condition.

Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with section 1361.127.

1361.34 BASEMENTS HATCHWAYS.

Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

1361.35 GUARDS FOR BASEMENT WINDOWS.

Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

1361.36 BUILDING SECURITY.

Doors windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

1361.37 DOORS.

Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or sublet shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1in, such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

1361.38 WINDOWS.

Operable Windows located in whole or in part within 6 feet above ground level or walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

1361.39 BASEMENT HATCHWAYS.

Basement hatch ways that provide access to a dwelling unit, rooming unit or housing housekeeping unit that is rented, leased or sublet shall be equipped with devices that secure the units from unauthorized entry.

INTERIOR STRUCTURE.

1361.40 GENERAL.

The interior structure and Equipment therein shall be maintained in good repair, structurally sound in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, additionally, two or more dwelling units or two or more non-residential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

1361.41 STRUCTURAL MEMBERS.

All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

1361.42 INTERIOR SURFACES.

All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or a braided paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

1361.43 STAIRS AND WALKING SURFACES.

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

1361.44 HANDRAILS AND GUARDS.

Every hand railing guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

1361.45 INTERIOR DOORS.

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jams, headers or tracks as intended by the manufacturer of the attachment hardware.

HANDRAILS AND GUARDRAILS.

1361.46 GENERAL.

Every exterior and interior flight of stairs having more than 4 risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches above the floor or grade below shall have guards.

Handrails shall not be less than 30 inches high or more than 42 inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface. Exception: Guards shall not be required where exempt by the adopted building code.

RUBBISH AND GARBAGE.

1361.47 ACCUMULATION OF RUBBISH OR GARBAGE.

All exterior property and premises, and the interior of the structure, shall be free from any accumulation of rubbish or garbage.

1361.48 RUBBISH AND GARBAGE DISPOSAL.

(a) Every occupant of a dwelling or dwelling unit shall dispose of all rubbish in a clean and sanitary manner by placing it in an approved receptacle or in other approved rubbish disposal facilities. Such receptacles must be kept in the rear of the dwelling or dwelling unit. If outside storage or waste material is approved by the Planning Commission such storage shall be in containers approved by the Building Commissioner.

(b) Every occupant of a dwelling unit shall dispose of all his or her garbage and other organic waste, which might provide food for insects and rodents, in a clean and sanitary manner by placing it in an approved garbage receptacle or in other approved garbage disposal facilities.

(c) Every multiple dwelling, the owner, the operator or their agent shall be responsible for providing and maintaining suitable approved receptacles or other conveniences for the disposal of

rubbish, garbage, refuse or other waste matter.

1361.49 WASTE MATERIAL STORAGE.

(a) In class U-3 Uses - Retail and Commercial District and Class U-2(B)(3) Apartment House, no garbage, rubbish, waste matter, empty containers or waste processing equipment shall be permitted outside any building, unless a specific outside storage area, that conceals such waste material and containers from public view, is first approved by the Planning Commission.

(b) If outside storage or waste material is approved by the Planning Commission such storage shall be in containers approved by the Building Commissioner.

(c) Outside waste material storage containers shall be maintained in good repair and free from rust and damaged components. Ground surrounding such containers shall be free from trash, debris and excessive vegetation. Waste material containers shall be adequate to hold all garbage and trash with a closed cover. Container covers shall remain closed at all times except when filling and emptying.

(d) Waste material containers shall only be placed in outside storage areas that have been approved by the Planning Commission.

1361.50 REFRIGERATORS.

Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

1361.51 DISPOSAL OF GARBAGE.

Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in approved garbage disposal facility or approved garbage containers.

EXTERMINATION.

1361.52 INFESTATION.

All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.

1361.53 OWNER.

The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

1361.54 SINGLE-OCCUPANT.

The occupant of a one-family dwelling or a single tenant non-residential structure shall be responsible for the extermination on the premises.

1361.55 MULTIPLE OCCUPANCY.

The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a non-residential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property.

1361.56 OCCUPANT.

The occupant of any structures shall be responsible for the continued rodent and pest free condition of the structure. Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS.

GENERAL.

1361.57 SCOPE.

The provisions of this section shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

1361.58 RESPONSIBILITY.

The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this section.

1361.59 ALTERNATIVE DEVICES.

In lieu of the means for natural light and ventilation here in prescribed, artificial light or mechanical ventilation complying with the Ohio Building codes shall be permitted.

LIGHT

1361.60 HABITABLE SPACES.

Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8% of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such a structure are located less than 3 feet from the window and extend to a level

above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors or to a court or shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8% of the floor area of the interior room or space, but not less than 25 square feet. The exterior glazing shall be based on the total floor area being served.

1361.61 COMMON HALLS AND STAIRS.

Every common hall and stairway in a residential occupancy, other than in one and two family dwellings, shall be lighted at all times with at least a 60 watt standard incandescent light bulb or equal for each 200 square feet of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet. In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 foot candle at floors, landings and treads.

1361.62 OTHER SPACES.

All of the spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

VENTILATION.

1361.63 HABITABLE SPACES

Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45% of the minimum glaze area required in section 1361.63. Exception: Except where rooms and spaces without openings to the outdoors or ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8% of the floor area of the interior room or space, but not less than 25 square feet. The ventilation opening to the outdoor shall be based on a total floor area being ventilated.

1361.64 BATHROOMS AND TOILET ROOMS

Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by section 1361.66, except that the window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a

mechanical ventilation system from a bathroom or toilet room shall be discharged to the outdoors and shall not be recirculated.

1361.65 COOKING FACILITIES.

Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the rooming unit or dormitory unit.

Exceptions

1. Where specifically approved in writing by the code official.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

1361.66 PROCESS VENTILATION.

Where injurious, toxic, filtrating or noxious fumes, gases, dust or mist are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source shall be exhausted to the exterior and not be recirculated to any space.

1361.67 CLOTHES DRYER EXHAUST.

Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted in accordance with the manufacturer's instructions.

OCCUPANCY LIMITATIONS.

1361.68 PRIVACY.

Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from the adjoining spaces.

1361.69 MINIMUM ROOM WIDTHS.

A habitable room, other than a kitchen, shall not be less than 7 feet in any plane dimension. Kitchens shall have a clear passageway of not less than 3 feet between counter fronts and appliances or counter fronts and walls.

1361.70 MINIMUM CEILING HEIGHTS.

Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet.

Exceptions:

1. In one and two family dwellings beams or girders spaced not less than 4 feet on center and projecting not more than 6 inches

below the required ceiling height.

2. Basement rooms in one and two family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches with not less than 6 feet 4 inches of clear height under beams, girders, ducts and similar obstructions.

3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet not less than 1/3 of the required minimum floor area. In calculating the floor area of which rooms, only those portions of the floor area with a clear ceiling height of 5 feet or more shall be included.

1361.71 BEDROOM AND LIVING ROOM REQUIREMENTS.

Every bedroom and living room shall comply with requirements of sections for 1361.75 through 1361.79

1361.72 ROOM AREA.

Every living room shall contain at least 120 square feet and every bedroom shall contain at least 70 square feet.

1361.73 ACCESS FROM BEDROOMS.

Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bedrooms.

1361.74 WATER CLOSET ACCESSIBILITY.

Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bedroom or in an adjacent story.

1361.75 PROHIBITED OCCUPANCY.

Kitchens and non-habitable spaces shall not be used for sleeping purposes.

1361.76 OTHER REQUIREMENTS.

Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room with requirements of this chapter. The plumbing facilities and water heating facility requirements of this code the heating facility and electrical receptacle requirements of this code and the smoke detector in emergency escape requirements

of this code.

1361.77 OVERCROWDING.

The number of persons occupying a dwelling unit shall not create conditions that, in the opinion of the code official, endanger the life, health, safety or welfare of the occupants.

1361.78 EFFICIENCY UNIT.

Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements

1. A unit occupied by not more than two occupants shall have a clear floor area of not less than 220 square feet. A unit occupied by three occupants shall have a clear floor area of not less than 320 square feet. These required areas shall be exclusive of the areas required by items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches in front. Light and ventilation conforming to this code shall be provided.
3. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.
4. The maximum number of occupants shall be three.

1361.79 FOOD PREPARATION.

All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage.

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS.

GENERAL.

1361.80 SCOPE.

The provisions of this section shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

1361.81 RESPONSIBILITY.

The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises which does not comply with the requirements of this section.

REQUIRED FACILITIES.

1361.82 DWELLING UNITS.

Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

1361.83 ROOMING HOUSES.

At least one water closet, lavatory and bathtub or shower shall be supplied for each for rooming units.

1361.84 HOTELS.

Where private water closets, laboratories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 occupants.

1361.85 EMPLOYEE'S FACILITIES.

A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

1361.86 DRINKING FACILITIES.

Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

TOILET ROOMS.

1361.87 PRIVACY.

Toilet rooms and bathroom shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

1361.88 LOCATION.

Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

1361.89 LOCATION OF EMPLOYEE TOILET FACILITIES.

Toilet facilities shall have access from within the employees working area. The required toilet facilities shall be located not more than one story above or below the employees working area and the path of travel to such facilities shall not exceed a distance of 500 feet. Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lesser control, shall not exceed a travel distance of 500 feet from the employees' regular working area to the facilities.

1361.90 FLOOR SURFACES.

In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, non-absorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

PLUMBING SYSTEMS AND FIXTURES.

1361.91 GENERAL.

All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

1361.92 FIXTURE CLEARANCE.

Plumbing fixtures shall have adequate clearances for usage and cleaning.

1361.93 PLUMBING SYSTEM HAZARD.

Where it is found that a plumbing system in a structure constitute a hazard to the occupants or the structure by reason of inadequate service inadequate venting, cross-connection, backsiphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

WATER SYSTEMS.

1361.94 GENERAL.

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixtures shall be properly connected to either a public water system or two and approve private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the Ohio Building Code.

1361.95 CONTAMINATION.

The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

1361.96 SUPPLY.

The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances insufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

1361.97 WATER HEATING FACILITIES.

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, laboratory, bathtub, shower and laundry facility at a temperature of not less than 110 degrees Fahrenheit a gas burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SANITARY DRAINAGE.

1361.98 GENERAL.

All plumbing fixtures shall be properly connected to either a public sewer system or to approve private sewage disposal system.

1361.99 MAINTENANCE.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

STORM DRAINAGE.

1361.100 GENERAL.

Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

MECHANICAL AND ELECTRICAL REQUIREMENTS.

GENERAL.

1361.101 SCOPE.

The provisions of this section shall govern the minimum mechanical and electrical facilities and equipment to be provided.

1361.102 RESPONSIBILITY.

The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises which does not comply with the requirements of this section.

HEATING FACILITIES.

1361.103 FACILITIES REQUIRED.

Heating facilities shall be provided in structures as required by this section.

1361.104 HEAT SUPPLY.

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units or on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat During the period from September 30th to May 1st to maintain a temperature of not less than 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

1361.105 OCCUPIABLE WORK SPACE.

Indoor occupiable work spaces shall be supplied with heat during the period from September 30 to May 1st to maintain a temperature of not less than 65 degrees Fahrenheit during the period in which

spaces are occupied.
Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

1361.106 ROOM TEMPERATURE REQUIREMENT.

The required room temperatures shall be measured 3 feet above the floor near the center of the room and two feet inward from the center of each exterior wall.

MECHANICAL EQUIPMENT.

1361.107 MECHANICAL APPLIANCES.

All mechanical appliances, fireplaces, solid fuel burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and should be capable of performing the intended function.

1361.108 REMOVAL OF COMBUSTION PRODUCTS.

All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

Exception: Fuel-burning equipment and appliances which are labeled for unvented operation.

1361.109 CLEARANCES.

All required clearances to combustible materials shall be maintained.

1361.110 SAFETY CONTROLS.

All safety controls for fuel burning equipment shall be maintained in effective operation.

1361.111 COMBUSTION AIR.

A supply of air for complete combustion of the fuel and for ventilation of space containing the fuel burning equipment shall be provided for the fuel burning equipment.

1361.112 ENERGY CONSERVATION.

Devices intended to reduce fuel consumption by attachments to a fuel burning appliance, so the fuel supply line there too, or to the vent outlet or vent piping there from, shall not be installed unless labeled for such purpose and the installation is

specifically approved.

ELECTRICAL FACILITIES.

1361.113 FACILITIES REQUIRED.

Every occupied building shall be provided with an electrical system and compliance with the requirements of this section and section 1361.117 through 1361.119.

1361.114 SERVICE.

The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the National Electric Code. Dwelling units shall be served by a 3-wire 120--240 volt single phase electrical service having a rating of not less than 60 amperes.

1361.115 ELECTRICAL SYSTEM HAZARDS.

Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

ELECTRICAL EQUIPMENT.

1361.116 INSTALLATION.

All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

1361.117 RECEPTACLES.

Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have a ground fault circuit interrupter protection.

1361.118 LUMINAIRES.

Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric luminaire.

ELEVATORS ESCALATORS AND DUMBWAITERS.

1361.119 GENERAL.

Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME 17.1. The most current certification of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, or the certificate shall be available for public inspection in the office of the building operator. The inspection and tests shall be performed at not less than the periodical intervals listed in ASME 17.1 appendix n, except where otherwise specified by the authority having jurisdiction.

1361.120 ELEVATORS.

In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied. Exception buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing and servicing.

DUCT SYSTEMS.

1361.121 GENERAL.

Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

FIRE SAFETY REQUIREMENTS

GENERAL.

1361.122 SCOPE.

The provisions of this section shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises is, including fire safety facilities and equipment to be provided.

1361.123 RESPONSIBILITY.

The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with requirements of this section.

MEANS OF EGRESS.

1361.124 GENERAL.

A safe, continuous and unobstructed path of travel shall be

provided from any point in a building or structure to the public way. Means of egress shall comply with the Ohio Building Code.

1361.125 AISLE.

The required widths of aisles in accordance with the Ohio Building Code shall be unobstructed.

1361.126 LOCKED DOORS.

All means of egress doors shall be readily openable from the side from which egress is to be made without the need for Keys, special knowledge or effort, except where the door hardware conforms to that permitted by the Ohio Building Code.

1361.127 EMERGENCY ESCAPE OPENINGS.

Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escapes and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grills, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with a code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

FIRE-RESISTANCE RATINGS

1361.128 FIRE-RESISTANCE-RATED ASSEMBLIES.

The required fire resistance rating of fire resistance rated walls, fire stops, shafts enclosures, partitions and floors shall be maintained.

1361.129 OPENING PROTECTIVE.

Required opening protective shall be maintained in an operative condition. All fire and smoke stop doors shall be maintained in operable condition. Fire doors and smoke stop doors shall not be blocked or obstructed or otherwise made inoperable.

FIRE PROTECTION SYSTEM.

1361.130 GENERAL.

All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the Ohio fire code.

1361.131 SMOKE ALARMS.

Single or multiple station smoke alarms shall be installed and maintained in groups R2, R3, R4 and in dwellings not regulated in group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit including basements and sellers but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided at the lower level is less than one full story below the upper level. Single or multiple station smoke alarms shall be installed in other groups in accordance with the Ohio Building Code.

1361.132 POWER SOURCE.

In group R occupancies and in dwellings not regulated as group R occupancies, single station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection. Exception smoke alarms are permitted to be solely battery-operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and an existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which would provide access for building wiring without the removal of interior finishes.

1361.133 INTERCONNECTION.

Where more than one smoke alarm is required to be installed with an individual dwelling unit in group R2, R3, or R4 and in dwellings not regulated as group R occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Smoke alarm shall be clearly audible and all bedrooms over background noise levels with all intervening doors closed exception number one. Inner connection is not required and buildings which are not undergoing alterations, repairs, or construction of any kind. Number two. Smoke alarms in existing areas are not permitted to be interconnected where alterations or repairs do not result in the

removal or of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and to enact Chapter 1361 of the Brook Park Codified Ordinances; therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

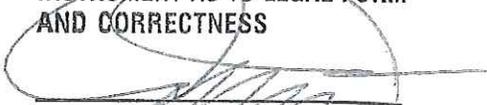
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

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

DATE



DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

RESOLUTION NO. _____

INTRODUCED BY: COUNCILMAN MENCINI

A RESOLUTION

URGING ALL RESIDENTS TO SHOP IN THE CITY OF BROOK PARK
DURING 'SHOP IN BROOK PARK MONTH,' DURING THE
MONTH OF JULY, AND DECLARING AN EMERGENCY

WHEREAS, the Brook Park Chamber of Commerce was started in the year 2003 and since that time it has contributed to the community by hosting the Mayor's State of the City Luncheon; Best of Brook Park Recognition Dinner; Brook Park Chamber Night at Progressive Field; annual golf outing; State of the Schools; and annual business fairs; and

WHEREAS, Brookgate Shopping Center is one of our community's primary shopping district and provides all residents with goods, services and job opportunities; and

WHEREAS, purchasing goods and services in the City of Brook Park enhances economic stability and growth;

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

SECTION 1: That the Council of the City of Brook Park along with the administration urges our residents to support our local businesses by shopping in Brook Park during the month of July, 2019, and designates this month as "Shop in Brook Park Month."

SECTION 2: The Clerk of Council is hereby authorized and instructed to forward a certified copy of this Resolution to Sharon Zimmer, Brook Park Chamber of Commerce, 5855 Smith Road, #5, Brook Park, OH 44142.

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 deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 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 to support our local merchants during "Shop in Brook Park Month;" therefore provided this Resolution receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

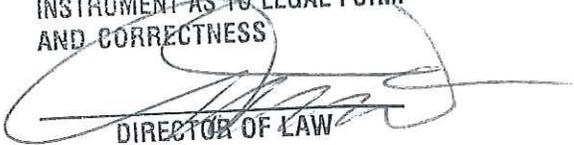
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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



DIRECTOR OF LAW



MEMO

To:	Michelle Blazak, Clerk of Council
Cc:	Kate Schmidt, Law Department File
From:	Mitzi Anderson, Building Department
Date:	May 8, 2019
Re:	Planning Commission Approval

The request below was approved at the Monday – May 6, 2019 Planning Commission meeting, and should be forwarded to City Council for approval:

1. Request the following approval at 14755 Snow Road (Currently operating as “Car Wash Express”), located in the U3-A Zone. Agent: Brad Mauer, Mauer Architectural Design Studio LLC

- Request a Conditional Use Permit to operate an automatic carwash facility

***Attachments Included

19 MAY 10 AM 8:58:00

P/C _____
 CA 5-14-19
 1st R _____
 2nd R _____
 3rd R _____
 B/C _____

CITY OF BROOK PARK, OHIO

RESOLUTION NO. _____

INTRODUCED BY: COUNCILMAN SALVATORE

A RESOLUTION
DESIGNATING THE MONTH OF JULY AS
PARKS AND RECREATION MONTH IN
THE CITY OF BROOK PARK,
AND DECLARING AN EMERGENCY

WHEREAS, parks and recreation activities enhance the physical health and mental well-being of individuals, work forces, and communities; and

WHEREAS, participation in recreation programs builds self-esteem and provides positive and constructive alternatives to anti-social behavior; and

WHEREAS, parks and recreation opportunities and open space enhance the desirability of communities as locations for business, industry, and residential housing; and

WHEREAS, parks and recreation stimulates tourism revenues and the economic development of communities; and

WHEREAS, parks and open space are vital to the appearance and livability of communities, protect our air and water, and balance our ecosystem; and

WHEREAS, it is the right of everyone regardless of age, race, color religion, gender, national origin or ability to participate in parks and recreation programs and activities and enjoy parks and open space; and

WHEREAS, the Brook Park Recreation Department encourages all residents to take advantage of the great programs and activities the Recreation Center has to offer.

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

SECTION 1: The month of July, 2019 is hereby designated as Parks and Recreation Month in the City of Brook Park.

SECTION 2: This Council does hereby request that all citizens of this community join with citizens of other communities throughout this great state in recognizing that parks and recreation services are essential to the quality of life not only in July during Parks and Recreation Month in Brook Park, but all through the year as well.

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 deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 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 further reason to celebrate the month of July as Parks and Recreation Month in the City of Brook Park; provided that this Resolution receives the affirmative vote of at least five (5) Council members elected to Council; it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall be null and void from and after the earliest period allowed by law

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

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

DATE


DIRECTOR OF LAW

P/C 11/13/18 Safety
Caucus Prior 4/2/19
1st R
2nd R
3rd R
B/C
Caucus Prior 4/16/19
Caucus 5/14/19

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: COUNCILMAN MENCINI

AN ORDINANCE
AMENDING SECTION 525.16
OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED
'SMOKING PROHIBITED IN MUNICIPALLY OWNED AND OPERATED BUILDINGS,'
AND DECLARING AN EMERGENCY

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

SECTION 1: Section 525.16 of the Brook Park Codified Ordinances, as enacted by Ordinance No.8006-1994, passed January 17, 1995 and reading as follows:

525.16 SMOKING PROHIBITED IN MUNICIPALLY OWNED AND OPERATED BUILDINGS.

(a) The possession of lighted smoking material in any form is prohibited in any and all municipally owned or operated buildings within the City.

(b) Signs indicating that smoking is prohibited shall be adequately posted and displayed in every establishment, where smoking is regulated by this section, so as to ensure proper notice to members of the general public.

(c) This section shall become effective June 1, 1995.

(d) Whoever violates subsection (a) hereof is guilty of a minor misdemeanor.

is hereby amended to read:

525.16 SMOKING PROHIBITED IN MUNICIPALLY OWNED AND OPERATED BUILDINGS, PLAYGROUNDS AND PARKS.

(a) The possession of lighted smoking material in any form is prohibited in any and all municipally owned or operated buildings, parks and playgrounds within the City.

(b) Signs indicating that smoking is prohibited shall be adequately posted and displayed in every establishment, park and playground where smoking is regulated by this section, so as to ensure proper notice to members of the general public.

(c) This section shall become effective June 1, 2019.

(d) Whoever violates subsection (a) hereof is guilty of a minor misdemeanor.

SECTION 2: Former Section 525.16 of the Brook Park Codified Ordinances as enacted by Ordinance No.8006-1994, passed January 17, 1995 is hereby expressly repealed.

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

SECTION: 4 This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason of amending Section 525.16; therefore provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

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

DATE

DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

PIC 4-16-19 SAFETY
CA 5-14-19
1st R _____
2nd R _____
3rd R _____
E/C _____

ORDINANCE NO. _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A LICENSE AGREEMENT
WITH MCIMETRO ACCESS TRANSMISSION SERVICES CORP.,
DBA VERSION ACCESS TRANSMISSION SERVICES TO OCCUPY AND
USE THE VARIOUS PUBLIC RIGHTS-OF-WAY OF THE CITY FOR THE
INSTALLATION, MAINTENANCE AND OPERATION OF WIRELINE
TELECOMMUNICATIONS FACILITIES,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park is the owner in fee of all public rights-of-way within the City and is responsible for the competent management of such rights-of-way in furtherance of the public interest generally, and specifically to preserve, coordinate and optimize the various existing and future uses of the public right-of-way for the benefit of Brook Park residents; and

WHEREAS, management of the public right-of-way is a matter of local concern, protected by the first clause of Section 3 of Article 18 of the Ohio Constitution; and

WHEREAS, MCI metro Access Transmission Services Corp., d/b/a/ Version Access Transmission Services seeks authority of the City of Brook Park to install, maintain and operate certain wireline telecommunications facilities in the public right-of-way subject to the approval and supervision of the City Engineer pursuant to Chapter 901 of the Codified Ordinances; and

WHEREAS, this Ordinance is enacted expressly as an exercise of local self-government, pursuant to the first clause of Section 3 of Article 1 of the Ohio Constitution; and

WHEREAS, the public interest, convenience and necessity will not be harmed by the grant of authority requested, subject to the terms and conditions of the license authorized herein.

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 License Agreement with MCI metro Access Transmission Services Corp., dba Version Access Transmission Services, a subsidiary of

Version, a Delaware Corporation ("Licensee") for the installation, maintenance and operation of wireline telecommunications pursuant to the License Agreement, which is hereby made a part of and attached as Exhibit "A."

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 necessary for the immediate preservation of the public peace, health, safety of said City, and for the further reason that City Council deems it necessary to authorize the Mayor to enter into a License Agreement with MCI metro Access Transmission Services Corp., dba Version Access Transmission Services, as soon as possible, therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

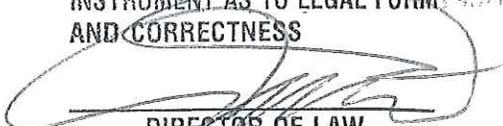
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

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

DATE


DIRECTOR OF LAW



LICENSE AGREEMENT

Project Name: MCImetro Fiber/Conduit - Brookpark Rd. (Ford)
Project Number: 1-2019

This REVOCABLE LICENSE ("License"), made and entered into this _____ day of _____, 2019, by and between the City of Brook Park, Ohio, a municipal corporation (hereinafter referred to as the "City") as licensor and MCImetro Transmission Services Corp., hereinafter collectively referred to as the "Licensee") as licensee.

WITNESSETH, that in consideration of the mutual obligations and covenants herein, the parties hereto do mutually agree as follows:

1. Recital. The Licensee is the owner of certain real property ("Licensee's Property") located at _____, in Brook Park, Ohio and more particularly described as (give legal description/filing information/street address): _____

The City is the owner of a certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within Licensee's Property, and more particularly described in a certain Dedication Deed/Plat (give legal description/filing information/street address) and known as: _____

If the City's Property is an easement, then give legal description and filing information: _____

2. License. Subject to the terms and conditions of this License, the City licenses Licensee to construct, install, operate, maintain, replace, and remove _____ (hereinafter referred to as the "Facility") within the City's Property at the following location, as more particularly shown on the drawing which is attached hereto as **Exhibit A** and made a part of this License:

Location: _____ hereinafter referred to as the "Location").

3. Use. The Licensee shall use the Facility for the purpose described above and will not use it for any other purpose whatsoever without first obtaining the written consent of the City.



Unless specifically provided otherwise herein, the Licensee shall have no right to locate any surface installation on any part of the rights-of-way or to fence the rights-of-way or any part thereof.

4. Compensation. As compensation for this License, the Licensee shall pay the City a one-time administrative fee of \$500.00 plus the sum of Not Applicable for Project No. 1-2019 Dollars (\$ --) for each year this License is in effect (hereinafter referred to as the "Annual Fee").

The Annual Fee shall be paid to the City at the office of the City Building Department upon execution of this License, and by the same month and day each year thereafter for the term of this License (*Not Applicable for Project No. 1-2019*).

5. Term. Termination and Removal. This License will remain in effect for a period of ninety-nine (99) years from the date of execution of this License, so long as the need for the Facility exists and the Facility continues to function as initially intended (hereinafter referred to as the "Term"), unless terminated and revoked as a result of:

- a. The Licensee's uncured (within thirty (30) days after written notice) breach of term of this License; or
- b. The City's giving the Licensee written notice one (1) year in advance of termination (provided that any termination by the City shall be pursuant to all applicable law, including a hearing before City Council if requested by Licensee); or
- c. The Licensee's giving the City written notice one (1) year in advance of termination; or
- d. An order of a court of competent jurisdiction.

Upon termination of this License and any renewal hereof, the Licensee shall abandon the use of the Facility, and shall remove the Facility and restore the City's Property as nearly as possible to the condition it was in prior to removal, all at the sole expense of the Licensee.

If, after termination and within thirty (30) days after being directed to do so by the City, the Licensee fails to remove the Facility and restore the City's Property, the City may perform the work and the Licensee shall reimburse the City within thirty (30) days after the City submits a bill to the Licensee for the costs of such work.

Termination of this License for any reason shall not release the Licensee from any liability or obligation relating to the installation, operation, maintenance, or removal of the Facility or any other term of this License.

6. Renewal of License. If both the City and the Licensee wish to extend the Term of this License, then, before the expiration of the Term, the City and the Licensee shall enter into good faith negotiations, the object of which will be to agree upon the terms of a renewal of this License. The agreement of the City shall not be withheld unreasonably. If an agreement is reached, all terms, including the agreed-upon consideration shall be reduced to a writing signed by both parties.

7. Location, Installation, Maintenance and Removal. At its own expense, the Licensee shall install and construct the Facility of such material, and in a manner that will not at any time be a source of danger to, or interfere with the City's present or future use of the City's Property, or the use of the City's Property by any utility presently franchised by the City, or interfere with its use as a public way. If during installation it becomes evident that the Licensee's proposed installation will interfere with existing City installations or any existing underground installations, then the Licensee shall modify its installation within the Location to avoid the conflict, after obtaining the City's approval for the change, at the sole expense of the Licensee.

The Facility shall be constructed, installed, and maintained in conformity with plans and specifications, which must be approved in advance by the City and which are made a part of this License by reference, and with recognized standards, applicable federal, state, or local laws, codes ordinances and regulations. Before performing any construction, the Licensee's contractors shall obtain all permits and insurance required by the City for work within the right-of-way and will pay all fees and reimburse the City for all reasonable and necessary costs incurred in inspecting and supervising the work performed.

After installation of the Facility, the Licensee shall be responsible for maintaining and immediately repairing/replacing/repaving, to original condition, at Licensee's sole cost and expense, all resulting trenches, fence, curbs, gravel, pavement, landscaping, utilities or culverts damaged by Licensee, its employees, agents or representatives which results directly or indirectly from its operations to the full but reasonable satisfaction of the City, in accordance with the latest version of Cuyahoga County Department of Public Works Standard Construction Drawings/Specifications, ODOT CMS, or as directed by the City. Licensee shall regrade and reseed all areas disturbed by construction and place barriers to prevent erosion of the topsoil in the construction area. Reseeding shall be accomplished during the first appropriate seeding season following regrading.

Facility/equipment requires routine maintenance that would disrupt public right of way on a periodic basis: Yes No

If, in the judgment of the City, the Licensee at any time fails to perform its obligations under this section, the City, at the City's option, may perform whatever work the City deems necessary for the public safety, health and welfare, and the Licensee shall reimburse the City within thirty (30) days after the City submits a bill to the Licensee for the costs of performing such work. However, the City is not required to perform such work, and any failure by the City to perform the Licensee's obligations shall not release the Licensee from liability for any loss or damage caused by the Licensee's failure to perform its obligations.

Installation, maintenance, and removal of the Facility shall be accomplished in a manner which will not unreasonably impede City access on the Route or impede its use for operation and maintenance of infrastructure, as determined by the City. The timing and manner of such construction, maintenance, and removal shall be done in compliance with the City's requirements.

If the Facility or any part thereof is the cause of an emergency condition, and the City determines that the situation makes it unreasonable to notify the Licensee or await action by the Licensee, the City may take over whatever actions it deems necessary to remedy the emergency situation at the sole expense of the Licensee, which will reimburse the City within thirty (30) days after the City submits a bill to the Licensee for the costs of such actions.

8. As-Builts. Upon completion of the construction and installation of the Facility, the Licensee shall promptly provide the City with one set of reproducible as-built, record drawings, reflecting construction and installation as actually accomplished.

9. Location Markers and Marking. As deemed necessary the Licensee shall furnish, install, and place signs required by the City to give notice and location of the Facility.

Licensee shall install permanent markers situated so as not to impede use of the Route by the City, members of the public or currently franchised utilities on each side of the Route where the Facility crosses the Route. The permanent markers shall indicate the location of the Facility, the name and address of Licensee, and a telephone number to contact for information regarding the Facility. Licensee shall conduct periodic inspections of the markers to insure that such markers are legible and in place as required herein.

The Licensee shall provide access to the location of the Facility whenever requested to do so by the City, and franchised utility or any licensed contractor excavating along the route.

10. Insurance. During the Term of this License, including renewals, if any, the Licensee shall obtain and maintain liability insurance in an amount of not less than \$1,000,000.00 combined single limit for accidents or occurrences which cause bodily injury, death or property damage to any member of the public caused by or related to the construction, installation, operation, maintenance replacement, removal or other activity related to the Facility. The insurance policy shall provide coverage per occurrence and shall state the project name and project number. The insurance policy shall name the City of Brook Park, its employees and elected officials, as their interest may appear, as additional insured. Any cancellation provision must provide that if the policy is canceled prior to the expiration date of the License, materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, Attention: Building Commissioner. A certificate of insurance in compliance with the above must be furnished to the City prior to the City's execution of this License.

11. Damages and Indemnity. The Licensee shall repair or pay for all actual damages done to the City Property and improvements, or to the improvements of the City's Tenants caused by Licensee's Operations.

The Licensee shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Licensee agrees to indemnify and hold harmless the City and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Licensee, its

agents, representatives, contractors or subcontractors or arising from the failure of the Licensee, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Licensee herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of Ohio.

This indemnity shall not apply to any liability, claims, damages, losses or expenses, including attorney's fees, arising out of bodily injury to persons or damage or damage to property caused by or resulting from, in whole or in part, the negligent act or omission of the City, or the agents or employees of the City.

12. City Use. The City reserves the right to place along, under, across and over the Route and the Facility as many roads, streets, sidewalks, passageways, conduits, electric light and power lines, waterlines, storm drains, sanitary sewer lines, gas lines, telephone poles and telephone lines, and other utilities and facilities as the City may desire.

13. Interference with City. Whenever, after the Licensee installs the Facility, it is the City's good faith, reasonable determination that the Facility is not located as indicated on as-built plans provided to the City by the Licensee, and the Facility interferes with the City's reasonable use of the City's Property, the Licensee shall immediately relocate the Facility to another location approved in advance by the City, at the Licensee's sole expense, restoring the surface as nearly as possible to its prior condition.

If the Facility is at the location indicated on the as-built plans provided to the City by the Licensee and the Facility interferes with the City's reasonable use of its City's Property, the City will provide written notice to the Licensee that relocation of the Facility is required and the Licensee shall relocate the Facility within sixty (60) days of notice to the new location as approved in advance by the City, at the Licensee's sole expense, restoring the surface as nearly as possible to its prior condition.

14. Interference with Utility. Whenever, after the Licensee installs the Facility, it is determined that the Facility is not located as indicated on as-built plans provided to the City by the Licensee, and the Facility interferes with the reasonable use of the City's Property by a utility franchised by the City prior to execution of this License, the Licensee shall immediately relocate the facility to a location within the Route approved in advance by the City. None of the related costs shall be paid by the City. The Licensee and the previously-franchised utility shall determine between themselves who will pay the cost of relocation and restoration of the surface.

If the Facility is at the location indicated on the as-built plans provided to the City by the Licensee and it is alleged by a utility franchised by the City prior to the execution of this License that the Facility interferes with the previously-franchised utility's use of the City's Property, the Licensee shall make a good faith effort to negotiate with the previously-franchised utility to resolve any conflict. None of the related costs shall be paid by the City. The Licensee and the previously-franchised utility shall determine between themselves who will pay the cost of relocation and restoration of the surface.

15. Installation by Third Party. If any road, street, sidewalk, passageway, conduits, electric light or power line, waterline, storm drain, sanitary sewer line, gas line, telephone pole, telephone line or other utility, appurtenances or facility is placed along or across the Facility by any entity other than the City, and the construction requires the Licensee to relocate the Facility, then that entity and the Licensee shall determine between themselves who will pay the cost of relocation and the restoration of the surface. None of the related costs shall be paid by the City.

16. Entire Agreement. This License contains the entire agreement of the parties regarding the Facility and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

17. Changes. Changes to this License are not binding unless made in writing, signed by both parties.

18. Captions. The captions to the sections or paragraphs of this License are not part of this License and will not affect the meaning or construction of any of its provisions.

19. Binding Effect. This License is binding upon and inures to the benefit of the successors and/or assigns of the parties.

20. Compliance with Laws. The Licensee and its contractors shall comply with all federal, state, and local laws, ordinances, regulations, and rules and will not discriminate illegally against any person. The Licensee's attention is specifically drawn to ORC 3781.25 through 3781.38 regarding protection of utility lines.

21. Applicable Law. This License is governed by and construed and enforced in accordance with the laws of the State of Ohio.

22. Construction and Severability. If any part of this License is held to be invalid or unenforceable, the remainder of this License will remain valid and enforceable if the remainder of the License is reasonably capable of completion.

23. Assignment. The Licensee shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City which consent shall not be unreasonably withheld.

24. Notice. For purposes of giving formal written notice to the Licensee, the Licensee's address is:

Phone No.: _____

For purposes of giving formal, written notice of the City, the City's address is:

Mayor
City of Brook Park
6161 Engle Road
Brook Park, Ohio 44142

Copies of any notices to the City must also be given to:

Building Commissioner
City of Brook Park
6161 Engle Road
Brook Park, Ohio 44142

Written notice must be made either personally or by regular United States Mail. If the notice is mailed, the notice will be complete when deposited in the United States Mail, postage paid, and addressed as required in this section. Notice of change of address will be given in the same manner as required by this section. Notice of discontinued use of the Facility by the Licensee will be given in the same manner as required by this section and within thirty (30) days of such action.

25. Approval Required. This License Agreement shall not become effective or binding until approved by the City of Brook Park's Designated Representative.

26. Run with the Property. This Agreement shall be binding upon Licensee's Property, its successors and assigns and shall run with title to the Property. The Licensee shall be the property owner or agents working for the utility company. Contractor or third party installation group is not acceptable.

LICENSEE:

By [signature]: _____
Name [print]: _____
Title: _____
Date: _____
Company/Utility Name: _____
Address: _____
City: _____
State: _____
Zip Code: _____
Phone: _____
Other (fax, e-mail): _____

CITY OF BROOK PARK:

By [signature]: _____
Name [print]: _____
Title: _____
Date: _____

LICENSEE NOTARY

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

This instrument was acknowledged before me on this ____ day of _____, 20__
by [name of person:] _____, [title or capacity, for
instance, "President", "General Partner" or "Managing Member":] _____ on
behalf of [name of Licensee:] _____.

Notary Public

My commission expires:

CITY NOTARY

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

This instrument was acknowledged before me this ____ day of _____, 20__, by
_____, _____, on behalf of the City of Brook Park,
Ohio a municipal corporation.

Notary Public

My commission expires:

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS)
AND THE CITY OF BROOK PARK,
AND DECLARING AN EMERGENCY

WHEREAS; THE City of Brook Park entered into a regional Stormwater Management Program Service (SMP Service Agreement) as evidenced by Ordinance No. 10032-2016, passed August 2, 2016 and

WHEREAS, as a component of implementing a regional stormwater management program a "Community Cost-Share Account" has been created; and

WHEREAS, the Community Cost-Share Account is to provide funding to assist the City of Brook Park with the District approved project; and

WHEREAS, the District supports the Community Cost-Share Stormwater MCM #6 Implementation Plan as a Community Cost-Share project proposed by the City of Brook Park; and

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

SECTION 1: The Mayor is authorized and directed to execute on behalf of the Municipality a Community Cost-Share Stormwater MCM #6 Implementation Plan by and between the Northeast Ohio Regional Sewer District and the City of Brook Park, set forth in the Agreement attached hereto as Exhibit "A."

SECTION 2: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purposes.

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

this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and authorizing the Mayor to enter into an Agreement for a Community Cost-Share with Northeast Ohio Regional Sewer District; therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

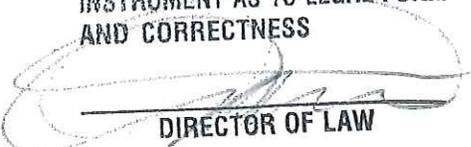
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

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

DATE



DIRECTOR OF LAW

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF BROOK PARK**

This Agreement is made and entered into this _____ day of _____, 2017, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and the City of Brook Park (City), acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20__ (Exhibit "B").

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the "*Community Cost-Share Account*" that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Stormwater MCM #6 Implementation (the "Project") as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 **City Obligations**

- 1.1 The City agrees to perform as follows:
 - 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")
 - 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.
 - 1.1.3 Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.

- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 District's Obligations

- 2.1 The District agrees to perform as follows:
 - 2.1.1. Allocate \$200,000.00 to the City for the Project from the City's Community Cost-Share Account.
 - 2.1.2. Provide reimbursement of funds up to \$200,000.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 Dispute Resolution

- 3.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	Service Director
Deputy Director of Watershed Programs	

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative

Director of Watershed Programs	Mayor
--------------------------------	-------

- 3.03 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 3.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

- 4.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

Article 5 **Counterpart Signatures**

- 5.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

- 6.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

- 7.01 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

- 8.01 Each person executing this Agreement represents and warrants that it is duly authorized

to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit "A" – District Resolution

Exhibit "B" – City Ordinance/Resolution

Exhibit "C" – District-Approved Community Cost Share Application

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF BROOK PARK

By: _____

Title: _____

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF BROOK PARK


Assistant/Director of Law

This Instrument Prepared By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

CONTRACT NO. .

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF BROOK PARK

FOR

COMMUNITY COST-SHARE PROJECT:
STORMWATER MCM #6 IMPLEMENTATION

Total Approximate Cost: \$200,000.00

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to
meet the contract, agreement, obligation, payment
or expenditure, for the above, has been lawfully
appropriated or authorized or directed for such
purpose and is in the Treasury or in process of
collection to the credit of the fund free from any
obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater
Management Program Community Cost-Share Program Agreements
with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

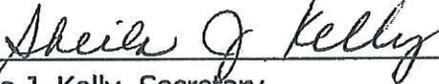
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



*Community Cost-Share Program
Application*

**Community Cost-Share Program
APPLICATION**

Member Community Information

Community: City of Brook Park

Primary Project Contact: Mr. Randy Garner
(Name & Title) Service Director

Mailing Address: 19065 Holland Road
Brook Park Ohio 44142

Phone Number: 216 433 7192

Email: rgarner@cityofbrookpark.com

Project Information

Project Title: Stormwater MCM #6 Implementation

Address or Location of Project: 19065 Holland Road
Brook Park, Ohio 44142

Project Start Date: April 16, 2019

Project End Date: December 31, 2019

Community Cost-Share Fund Request: \$200,000.00

Submission Date: March 19, 2019



*Community Cost-Share Program
Application*

Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

The City would like to clean approximately 300 stormwater catch basins and dispose of the approximately 400 cubic yards of materials. The City will use BFI Lorain Co Landfill to test and dispose of the solid waste that is removed from the catch basins. The catch basin cleaning will mostly be done during the spring of 2019 and be completed by July 2019.

Street Sweep approximately 500 miles of City streets three times during 2019. The City will use City equipment and personal to complete the work. The City will use BFI Lorain Co Landfill to test and dispose of the solid waste that is removed from the City streets.

No permits will be required to complete the work, the materials will be tested by BFI to make sure it is appropriate for disposal in a solid waste facility and not a hazardous waste facility. The work being performed will also satisfy the City's SWMP under its 2015-2019 MS4 Permit obligations.



*Community Cost-Share Program
Application*

2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- **Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?**
- **Provide documentation of scheduled maintenance and operation for completed stormwater project(s).**

The city will maintain the streets and catch basins under its normal maintenance program and under its SWMP.



**Community Cost-Share Program
Application**

3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- **What audiences will be exposed to this Project (neighbors, students, community groups, general public)?**

There is no planned public education and outreach events for this work, but the serva director will update the City Council during normal Council Meetings on the work that is being preformed. The meetings are open to the public.



*Community Cost-Share Program
Application*

4) Budget Summary (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The City Service Director will submit cost reimbursement requests as the work is completed. The City will use its standard salary and fringe for employees and will show invoices and canceled checks for other cost such as landfill cost.

The City Service Director estimates the proposed work to cost +_ \$200,000.00 and will be performed during 2019.



**Community Cost-Share Program
Application**

Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/supplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

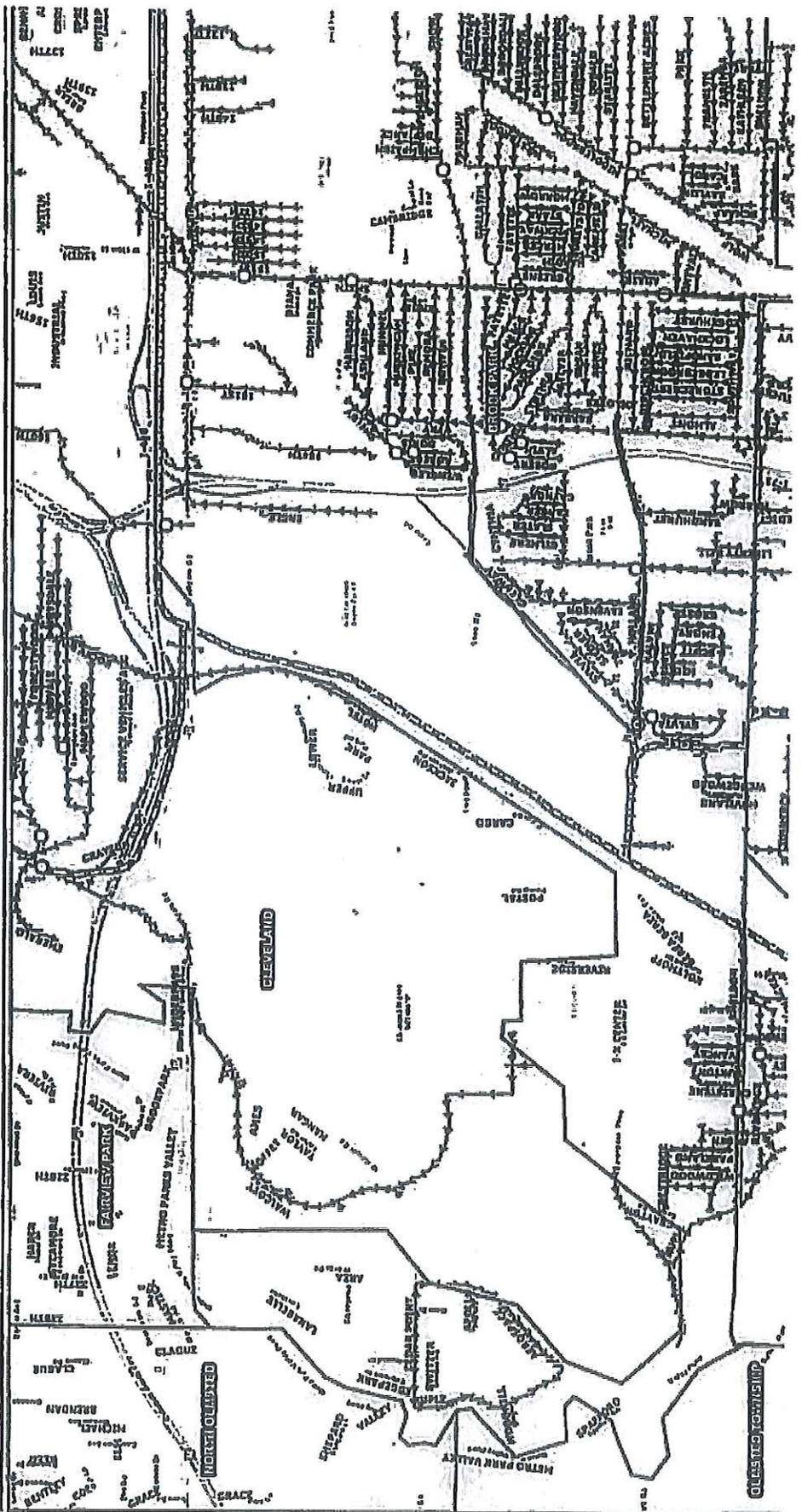
Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>	155,000.00	Street sweeping and cash basin cleaning work
Subcontract	\$45,000.00	BFI Lorain CO Landfill to test and dispose of material
Equipment		
Materials		
Other		
TOTAL	\$ 200,000.00	

*** YELLOW CIRCLES*** INDICATE MONITORS INSIDE SANITARY MAINS - IF JETTING, DO UP STREAM OR DOWN STREAM.
ANY QUESTIONS OR CONCERNS, CONTACT FOREMAN ON CALL

Northeast Ohio Regional Sewer District

Southwest Interceptor - Local Sewer System Evaluation Study



P/C 2-5-19 SAFETY
CA 3-14-19
1st R _____
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

RESOLUTION NO. _____

INTRODUCED BY: MAYOR GAMMELLA

A RESOLUTION
HONORING JAMES F. FOSTER
ON HIS RETIREMENT AS CHIEF OF POLICE
FOR THE CITY OF BROOK PARK,
AND DECLARING AN EMERGENCY

WHEREAS, James F. Foster was hired as a police officer in 1983 and worked as a patrol officer until 1989; and

WHEREAS, James F. Foster made detective in 1989 and worked in the Detective Bureau until 1998; and

WHEREAS, James F. Foster was promoted to Patrol Sergeant in 1998 until 2000 and Detective Sergeant from 2000 to 2002; and

WHEREAS, James F. Foster was a Patrol Lieutenant from 2002-2003 and became a Detective Lieutenant from 2003-2011;

WHEREAS, James F. Foster was promoted to Chief of Police in 2011 to present; and

WHEREAS, James F. Foster's 35 years of dedicated service to the City of Brook Park has been most commendable and has set a most admirable example in the progression of a Police Officer's career;

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 praise James F. Foster for his dedication and service to our residents and community as Chief of Police, and wish him a very happy and healthy retirement.

SECTION 2: The Clerk of Council is hereby directed to forward a certified copy of this Resolution to James F. Foster.

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 deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 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 James F. Foster on his retirement from the City of Brook Park; therefore, this Resolution shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

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



DIRECTOR OF LAW

DATE