

**ITEMS TO BE CONSIDERED  
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING  
TO BE HELD ON TUESDAY, SEPTEMBER 3, 2019  
7:00 P.M.**

**I. ROLL CALL OF MEMBERS:**

**II. PLEDGE OF ALLEGIANCE:**

**III. DISCUSSION:**

1. REVISED AGREEMENT FOR ORDINANCE NO. 11113-2019, 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. (**Note:** Adopted 8/20/19).
  
2. A RESOLUTION RECOGNIZING THE WEEK OF SEPTEMBER 13-22, 2019 AS WELCOMING WEEK IN THE CITY OF BROOK PARK AND DECLARING AN EMERGENCY. Introduced by Council President Vecchio

**IV. PLANNING COMMITTEE - CHAIRMAN, BURGIO:**

1. A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO OPERATE AN AIRPORT PARKING FACILITY AT 17510 BROOKPARK ROAD AND DECLARING AN EMERGENCY. Introduced by Council as a Whole.
  
2. A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO OPERATE AN AIRPORT PARKING FACILITY AT 5775 ENGLE ROAD IN THE U-3A ZONE AND DECLARING AN EMERGENCY. Introduced by Council as a Whole.
  
- 3, AN ORDINANCE APPROVING A LOT SPLIT OF PARCEL B-1 LOCATED AT 14801 HOLLAND ROAD AND DECLARING AN EMERGENCY. Introduced by Council as a Whole.

**IV. PLANNING COMMITTEE - CHAIRMAN, BURGIO: CONT.**

4. AN ORDINANCE APPROVING A REQUEST TO VACATE THE PROPERTY KNOWN AS 'OLD CEDAR POINT ROAD' EASTERLY FROM AEROSPACE PARKWAY IN THE U1-A2 ZONE AND THE PROPERTY DEDICATED RIGHT-OF-WAY EASTERLY OF GRAYLAND DRIVE IN THE U-6 ZONE AND DECLARING AN EMERGENCY. Introduced by Council as a Whole

**V. ADJOURNMENT:**

**Posted 8/30/19**

P/C 8-20-19 Service  
CA: \_\_\_\_\_  
1st R 8-20-19  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 1113-2019

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 Mayor is authorized and directed to procure the necessary construction services in order to complete the work described in Exhibit "A."

SECTION 3: The Consulting City Engineer is authorized to provide the necessary professional services in order to complete the work and will be compensated as described in Exhibit "A."

**SECTION 4:** The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purposes.

**SECTION 5:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 6:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and 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: August 20, 2019

[Signature]  
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak  
Clerk of Council

APPROVED: [Signature]  
MAYOR

[Signature]  
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 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing August 20, 2019  
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. 1113-2019

passed on the 20th day of August, 2019 by said council.

Michelle Blazak  
Clerk of Council

	Year	Nay
Stemm	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Menchini	<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"/>

**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 \_\_\_\_\_, 2019, 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 application for Elmdale Drainage Improvements project (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 \$39,000.00 to the City for the Project from the City's Community Cost-Share Account.
  - 2.1.2. Provide reimbursement of funds up to \$39,000.00 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:

<b>District Representative</b>	<b>City Representative</b>
Watershed Team Leader	Service Director
Manager 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:

<b>District Representative</b>	<b>City Representative</b>

Director of Watershed Programs	Mayor
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- 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:  
ELMDALE DRAINAGE IMPROVEMENTS

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Total Approximate Cost:           \$39,000.00

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

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CHIEF LEGAL OFFICER

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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.

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CHIEF FINANCIAL OFFICER

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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.  
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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:

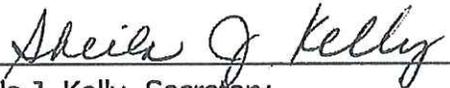
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities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

**Member Community Information**

Community: City of Brook Park

Primary Project Contact: 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: 6203 Elmdale - Drainage Improvements

Address or Location of Project: 6203 Elmdale Road  
Brook Park, Ohio 44142

Project Start Date: October 7th, 2019 (estimated)

Project End Date: October 11th, 2019 (estimated)

Community Cost-Share Fund Request: \$39,000

Submission Date: July 2nd, 2019



## **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.

#### **Project Description:**

- Location: 6203 Elmdale Road (PPN 344-27-023)
- Obtain storm sewer/drainage easement(s) for the proposed improvements
- Obtain temporary easements/work agreements from adjacent property owners (as required)
- Installation of approximately 205' of 12" storm sewer conduit
- Installation of 2 storm catch basins
- Installation of 1 test tee
- Tie-in of new system to existing storm sewer along Elmdale Road (field tee connection)
- Associated landscape restoration work
- Concept Plan has been included with this application

#### **Deliverables:**

- Authorization of Project by City Council - 08/20/19
- Complete Final Construction Plans - 08/30/19
- Complete Final Easement Documents - 08/30/19
- Issue plans to Contractors for Bids - 09/03/19
- Bid Proposals due - 09/20/19
- Issue Notice to Proceed - 10/03/19
- Start Construction - 10/07/19
- End Construction - 10/11/19

#### **Permitting Requirements:**

- None



*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 be responsible to schedule inspection and subsequent maintenance as needed. At least annually but more if needed, drainage structures will be inspected with the Service Department's Sewer Supervisor being responsible to keep charts and/or maps of these inspections and condition reports. In addition, Service Department workers can supplement these reports while they are out performing their regular duties and notice items of concern which they can pass on to the Supervisor for future work scheduling assignments.



*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)?

Not applicable to this Project



*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.

**ESTIMATED COSTS:**

- Design Engineering/Surveying = \$4,200
- Easement Document Preparation = \$1,400
- Easement Recording Fees = \$100
- Construction Administration = \$1,500
- Construction Inspection = \$1,800
- Construction = \$30,000
  - Clearing and Grubbing
  - 6" 707.45 Type B Conduit (20')
  - 12" 707.45 Type B Conduit (205')
  - ODOT 2-2B Catch Basin (2)
  - 8" Test Tee (1)
  - 12" Field Tee Connection (1)
  - Seeding and Mulching (Lump)
  - Landscape Restoration (Lump)
  - 4" Concrete Sidewalk (75 SF)



*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/isupplier\\_homepage.php](http://www.neorsd.org/isupplier_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	\$8,900	Design/Easements/Bidding/Administration
Personnel <i>(Member Community staff only)</i>		
Subcontract	\$30,000	Construction
Equipment		
Materials		
Other	\$100	Easement Recording Fees
<b>TOTAL</b>	<b>\$ 39,000</b>	

P/C 8-20-19 LEGISLATIVE  
CA PRICE 9-3-19  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
C/O \_\_\_\_\_

CITY OF BROOK PARK, OHIO

RESOLUTION NO.

INTRODUCED BY: COUNCIL PRESIDENT VECCHIO

A RESOLUTION  
RECOGNIZING THE WEEK OF SEPTEMBER 13-22, 2019  
AS WELCOMING WEEK IN THE CITY OF BROOK PARK,  
AND DECLARING AN EMERGENCY

WHEREAS, this Council proudly recognizes the national event of Welcoming Week, September 13-September 22, 2019; and

WHEREAS, this will be a special week with a series of events hosted by Global Cleveland that will bring communities together to celebrate their unity and strong connection with each other, and applaud the benefits of welcoming newcomers to our community; and

WHEREAS, Global Cleveland will begin the week with their "Welcoming the World" campaign-an exciting and fun way to showcase Cleveland and the surrounding area as Global Friendly cities. This campaign will debut September 13 and last for one month; and

WHEREAS, through Welcoming the World, Global Friendly corporations and organizations share their global story through decals on their windows, floors, elevators, etc. These will showcase the company or organization as a diverse, inclusive, and global friendly employer to the world; and

WHEREAS, it is important to recognize the efforts of newcomers in Ohio because it is part of our present and an important part of our past; and

WHEREAS, Ohio has thrived because of international newcomers. The population decline of Northeast Ohio from 1970-2013 has been mitigated by the continuous influx of foreign-born persons who have helped Ohio to grow and develop; and

WHEREAS, most international newcomers have a bachelor's degree or higher. The Migration Policy Institute found that in 2017 49.5% of foreign-born workers have a higher education degree as compared with 33.1% of the native-born population; and

WHEREAS, according to the New American Economy immigrant households in Cleveland have \$3.1 billion in spending power and refugee households have \$819 million in spending power. These

households also contribute to our federal, state, and local tax bases each year; and

**WHEREAS**, international students have financially contributed over \$1.1 billion in 2018 to the state's economy, making Ohio the 8<sup>th</sup> most benefited state by foreign students. International students are required to pay full tuition which is three times as much, on average, as a local student, and they are not eligible for financial aid. The economic benefit is very clear and these students also help support jobs which require their unique skills and higher education degrees; and

**WHEREAS**, according to National Association of Foreign Student Advisors in 2018 international students in Ohio helped support over 14,000 jobs and the state was able to retain about one-third of international students post-graduation; and

**WHEREAS**, through these efforts Global Cleveland proceeds with its mission to attract, welcome and connect international newcomers to economic and social opportunities in Cleveland and Cuyahoga County. We are 'Strengthening Our Communities - By Welcoming Our World';

**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 recognize the week of September 13-22, 2019 as Welcoming Week in the City of Brook Park.

**SECTION 2:** The Clerk of Council is hereby directed to forward a certified copy of this Resolution to Elizabeth Cusma at Global Cleveland.

**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 recognize the week of September 13-22, 2019 as Welcoming Week in Brook Park; therefore provided this Ordinance

receives the affirmative vote of at least five (5) members elected.

to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

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

  
\_\_\_\_\_  
DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

F/C  
CA PRIC 8-20-19  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
F/C  
COUNCIL PRICE 9-3-19

Resolution No. \_\_\_\_\_

Introduced By: COUNCIL AS A WHOLE

A RESOLUTION  
GRANTING A CONDITIONAL USE PERMIT TO OPERATE  
AN AIRPORT PARKING FACILITY AT 17510 BROOKPARK ROAD,  
AND DECLARING AN EMERGENCY

WHEREAS, Anthony Russell of 2 Birds Shuttle and Detail filed an application for a conditional use permit with the Brook Park Planning Commission; and

WHEREAS, the conditional use requested is to operate an airport parking facility at 17510 Brookpark Road in a U7-A District; and

WHEREAS, the request for a conditional use permit was presented at a public hearing on July 2, 2019 to the Brook Park Planning Commission, which referred this matter to Council for approval and recommended the waiver of requirements set forth in Section 1121.36(c) of the Brook Park Codified Ordinances.

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

SECTION 1: The Council of the City of Brook Park finds that the proposed conditional use permit requested is appropriate in the location for which it is proposed and hereby grants the conditional use permit, if the following specific conditions are met:

- A. Parking grade asphalt for Phase #1 parking area (Approx. 250 spaces).
- B. Phase #1 parking area to be properly striped with 9'x 20' spaces.
- C. Phase #1 parking to be numbered.
- D. Site lighting to be repaired and operational.
- E. Site perimeter to be fenced; ornamental black metal fence to be installed along South frontage.
- F. Site landscape to be properly maintained and improvements added.
- G. Valid lease to be maintained with property owner (GCRTA) & signed copy provided to City.
- H. Sub-leasing prohibited.
- I. Conditional Use Permit is non-transferable.

J. Phase #2 Site improvements require re-submittal & approval for a new Conditional Use Permit.

K. Applicant will be given 120 days (upon council approval) to conform with outlined conditions.

**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 for the further purpose of granting a conditional use permit in a U7-A District to operate an airport parking facility; 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.

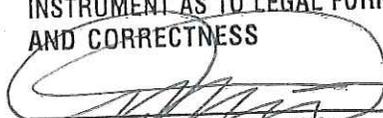
PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

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

  
\_\_\_\_\_  
DIRECTOR OF LAW

\_\_\_\_\_  
DATE

P/C  
CA PRICE 8-20-19  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_  
CAUCUS PRICE 9-3-19

CITY OF BROOK PARK, OHIO

Resolution No. \_\_\_\_\_

Introduced By: COUNCIL AS A WHOLE

A RESOLUTION  
GRANTING A CONDITIONAL USE PERMIT TO OPERATE  
AN AIRPORT PARKING FACILITY AT 5775 ENGLE ROAD  
IN THE U3-A ZONE,  
AND DECLARING AN EMERGENCY

WHEREAS, Jeff Gobel and Mike Gobel filed an application for a conditional use permit with the Brook Park Planning Commission; and

WHEREAS, the conditional use requested is to operate an airport parking facility at 5775 Engle Road, in a U3-A Zone; and

WHEREAS, the request for a conditional use permit was presented at a public hearing on August 5, 2019, to the Brook Park Planning Commission, which referred this matter to Council for approval and recommended the waiver of requirements set forth in Section 1121.36(c) of the Brook Park Codified Ordinances.

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

SECTION 1: The Council of the City of Brook Park finds that the proposed conditional use permit requested is appropriate in the location for which it is proposed and hereby grants the conditional use permit, if the following specific conditions are met:

- A. Asphalt parking area to be properly repaired, re-surfaced, stripped with 9' x 20' spaces and numbered.
- B. Site landscape to be properly maintained and improvements added.
- C. Site lighting to be repaired/added and operational.
- D. Compliance with City Engineer's comments, dated 7/31/19 (copy provided to applicant at meeting).
- E. Existing pole sign on premises only to be used for on-site business signage.
- F. Sub-leasing prohibited.
- G. Conditional Use Permit is non-transferable.

**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 for the further purpose of granting a conditional use permit to operate an airport parking facility; 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.

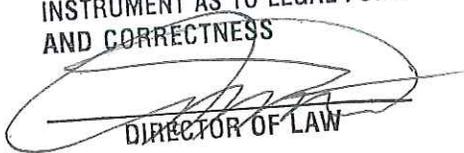
PASSED: \_\_\_\_\_

\_\_\_\_\_  
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

P/C  
CA PRIOR 8-20-19  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
D/C \_\_\_\_\_  
CAUCUS PRIOR 9-3-19

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: COUNCIL AS A WHOLE

AN ORDINANCE  
APPROVING A LOT SPLIT OF PARCEL B-1,  
LOCATED AT 14801 HOLLAND ROAD  
AND DECLARING AN EMERGENCY

WHEREAS, on August 5, 2019, the Planning Commission approved and referred to Council a request for a lot split of Parcel B-1 (North Park Retirement Community) for converting the structure into an assisted living facility; and

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

SECTION 1: The lot split of the aforementioned property is further depicted in Exhibit "A" attached hereto and incorporated herein by reference and is hereby authorized and approved by the Council of the City of Brook Park.

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

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that it is Council's desire to approve the lot split of Parcel B-1 located at 14801 Holland Road; 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: \_\_\_\_\_

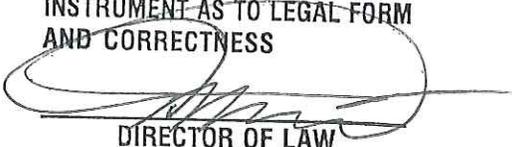
\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

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

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
DIRECTOR OF LAW

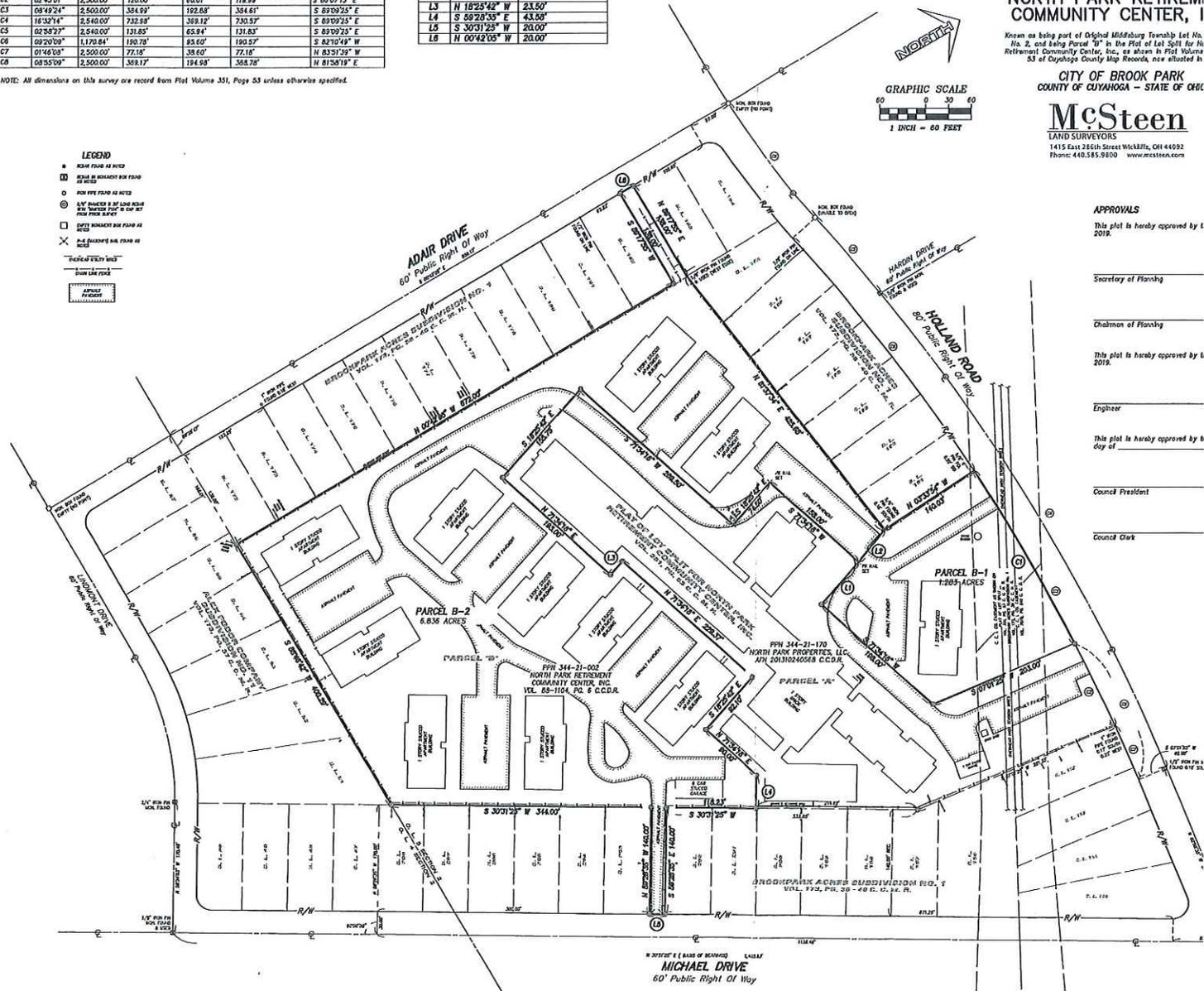
CURVE DATA						
CURVE	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING
C1	03°04'23"	2,500.00'	284.09'	132.62'	284.06'	N 69°28'09" E
C2	02°45'01"	2,500.00'	120.00'	60.01'	118.99'	S 89°07'13" E
C3	09°49'24"	2,500.00'	384.99'	192.85'	384.61'	S 89°09'25" E
C4	18°32'14"	2,540.00'	732.98'	369.12'	730.57'	S 89°09'25" E
C5	02°58'27"	2,540.00'	131.85'	65.94'	131.83'	S 89°09'25" E
C6	02°20'09"	1,170.84'	190.78'	95.60'	190.57'	S 82°50'49" W
C7	01°46'03"	2,500.00'	77.16'	38.60'	77.18'	N 83°51'39" W
C8	08°55'09"	2,500.00'	388.17'	194.93'	388.78'	N 81°58'19" E

LINE DATA		
LINE	BEARING	DISTANCE
L1	N 18°25'42" W	74.50'
L2	N 21°16'29" W	54.92' CALC & USED
L3	N 18°25'42" W	23.50'
L4	S 89°20'55" E	43.50'
L5	S 30°31'29" W	20.00'
L6	N 00°42'05" W	20.00'

NOTE: All dimensions on this survey are record from Plat Volume 351, Page 53 unless otherwise specified.

**LEGEND**

- MARK FOUND AS NOTED
- MARK BY MONUMENT BOX FOUND AS NOTED
- MARK PIPE FOUND AS NOTED
- MARK BOUNDARY BY 1/4" LINE AND 1/4" DISTANCE TO CORNER AS NOTED
- MARK BOUNDARY BY PAINT AS NOTED
- × MARK BOUNDARY BY NAIL FOUND AS NOTED
- TYPICAL UTILITY LINES
- DRAIN LINE COURSE
- DRIVE PAVEMENT



**LOT SPLIT**  
for  
**NORTH PARK RETIREMENT COMMUNITY CENTER, I**

Known as being part of Original Middleburg Township Lot No. No. 2, and being Parcel "B" in the Plat of Lot Split for the Retirement Community Center, Inc., as shown in Plat Volume 53 of Cuyahoga County Map Records, now situated in

**CITY OF BROOK PARK**  
COUNTY OF CUYAHOGA - STATE OF OHIO

**McSteen**

LAND SURVEYORS  
1415 East 28th Street Wickliffe, OH 44092  
Phone: 440.385.9800 www.mcsteen.com

**APPROVALS**

This plot is hereby approved by a 2018.

Secretary of Planning

Chairman of Planning

This plot is hereby approved by a 2019.

Engineer

This plot is hereby approved by a 2019.

Council President

Council Clerk

N 20°28'00" E (E BASED ON BEARING) 118.44'  
**MICHAEL DRIVE**  
60' Public Right Of Way

CITY OF BROOK PARK, OHIO

P/C  
CA PRIOR 8-20-19  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_  
CAUCUS PRICE 9-3-19

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: COUNCIL AS A WHOLE

AN ORDINANCE  
APPROVING A REQUEST TO VACATE THE PROPERTY  
KNOWN AS 'OLD CEDAR POINT ROAD' EASTERLY FROM  
AEROSPACE PARKWAY IN THE U1-A2 ZONE AND THE PROPERTY DEDICATED  
RIGHT-OF-WAY EASTERLY OF GRAYLAND DRIVE IN THE U6 ZONE,  
AND DECLARING AN EMERGENCY

WHEREAS, on August 5, 2019, the Planning Commission approved and referred to Council a request to vacate the property known as "Old Cedar Point Road" easterly from Aerospace Parkway in the U1-A2 Zone and the property dedicated right-of-way easterly of Grayland Drive in the U6 Zone for the purpose of future consolidation of all NASA property into one parcel;

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

SECTION 1: The vacation of the aforementioned property is further described and illustrated in Exhibit "1" as attached hereto and incorporated herein by reference and is hereby authorized and approved by the Council of the City of Brook Park.

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

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that it is Council's desire to approve the request to vacate the property known as "Old Cedar Point Road" easterly from Aerospace Parkway in the U1-A2 zone and the property dedicated right-of-way easterly of Grayland Drive in the u6 Zone; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

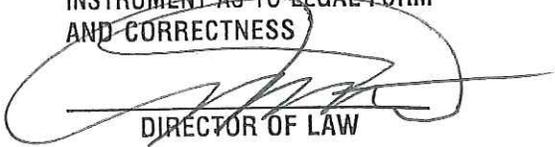
\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

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

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
DIRECTOR OF LAW

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The City of Brook Park**  
**and**  
**The National Aeronautics and Space Administration (NASA)**  
**For the Use of Cedar Point Road**

**I. STATEMENT OF INTENT**

This Memorandum of Understanding ("MOU") is between the City of Brook Park, located in Cuyahoga County, Ohio (the "City"), and the National Aeronautics and Space Administration ("NASA"). This MOU hereby sets forth the terms of agreement and understanding between NASA and the City to ensure that NASA is permitted to use, maintain, and improve Cedar Point Road prior to the recording of a certain vacation plat of Cedar Point Road by the City.

**II. BACKGROUND**

NASA owns property abutting both sides of Cedar Point Road, east of Aerospace Parkway, and has requested the vacation of this portion of Cedar Point Road without objection from the City of Brook Park. The anticipated portion of Cedar Point Road to be vacated is depicted in the attached Exhibit A. NASA and the City are preparing the vacation plat documents and intend to execute and record (as applicable) the vacation plat documents as soon as practicable.

**III. SCOPE**

A portion of Cedar Point Road, as depicted in Exhibit A, will be modified by NASA so that the connection to Aerospace Parkway will be removed and routed to West Area Road, just to the north of the NASA West Gate. NASA intends to extend the perimeter fence to include the aforementioned modifications so that the portion of Cedar Point Road to be vacated will be within the secured aforementioned perimeter.

**IV. TERM**

This MOU will remain in effect until the vacation plat of Cedar Point Road and associated easement areas east of Aerospace Parkway are recorded or five years from the date of the last signature below, whichever comes first.

**V. TERMS & CONDITIONS**

- A. For the term of this MOU, the City does hereby grant and convey to NASA the exclusive right of use of that certain portion of Cedar Point Road, as depicted in Exhibit A.
- B. For the term of this MOU, NASA shall maintain that certain portion of Cedar Point Road, as depicted in Exhibit A, at NASA's expense. Notwithstanding, all costs associated with sewer and water maintenance shall be borne by the City, except in circumstances where costs are derivative of NASA's gross negligence.



- C. There will be no transfer of funds between the Parties under this MOU. Each Party shall be responsible for all costs associated with the activities undertaken with respect to this MOU. All activities under or pursuant to this MOU are subject to the availability of funds, and, further, no provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

## **VI. LIABILITY AND RISK OF LOSS**

- A. Each Party agrees to assume liability for its own risks and acts arising from or related to activities conducted under this MOU.
- B. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (as defined below), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this MOU, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.
- C. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this MOU. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.
- D. For the purpose of this MOU, the term "Related Entity" means: (i) A contractor or subcontractor of a Party at any tier; (ii) A grantee or any other cooperating entity or investigator of a Party at any tier; or (iii) A contractor or subcontractor of a grantee or any other cooperating entity or investigator of a Party at any tier.

## **VII. DISPUTE RESOLUTION**

Except in those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this MOU shall be referred by the claimant in writing to the appropriate person identified in this MOU as the "Points of Contact" in this Article VII. The persons identified as the "Points of Contact" for NASA and the City will consult and attempt to resolve all issues arising from the implementation of this MOU. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this MOU, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency

decision. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

**VIII. POINTS OF CONTACT**

The following people are designated as the Points of Contact in the performance of this MOU:

NASA

Timothy A. Monk, P.E., LEED AP  
Civil Systems Manager  
21000 Brookpark Road  
Cleveland, OH 44135  
Phone: 216-433-3921  
Email: timothy.a.monk@nasa.gov

The City

Michael D. Gammella  
Mayor  
6161 Engle Road  
Brook Park, Ohio, 44142  
Phone: 216-433-1300  
Email: mgammella@cityofbrookpark.com

**IX. MODIFICATIONS**

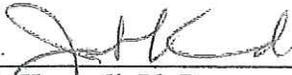
Any modifications to this MOU shall be executed, in writing, and signed by an authorized representative of NASA and the City.

**X. SIGNATORY AUTHORITY**

The signatories to this MOU covenant and warrant that they have authority to execute this MOU. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
GLENN RESEARCH CENTER

THE CITY OF BROOK PARK

BY:   
Janet L. Kavandi, Ph.D.  
Center Director

BY:   
Michael D. Gammella  
Mayor, City of Brook Park

DATE: 6/12/19

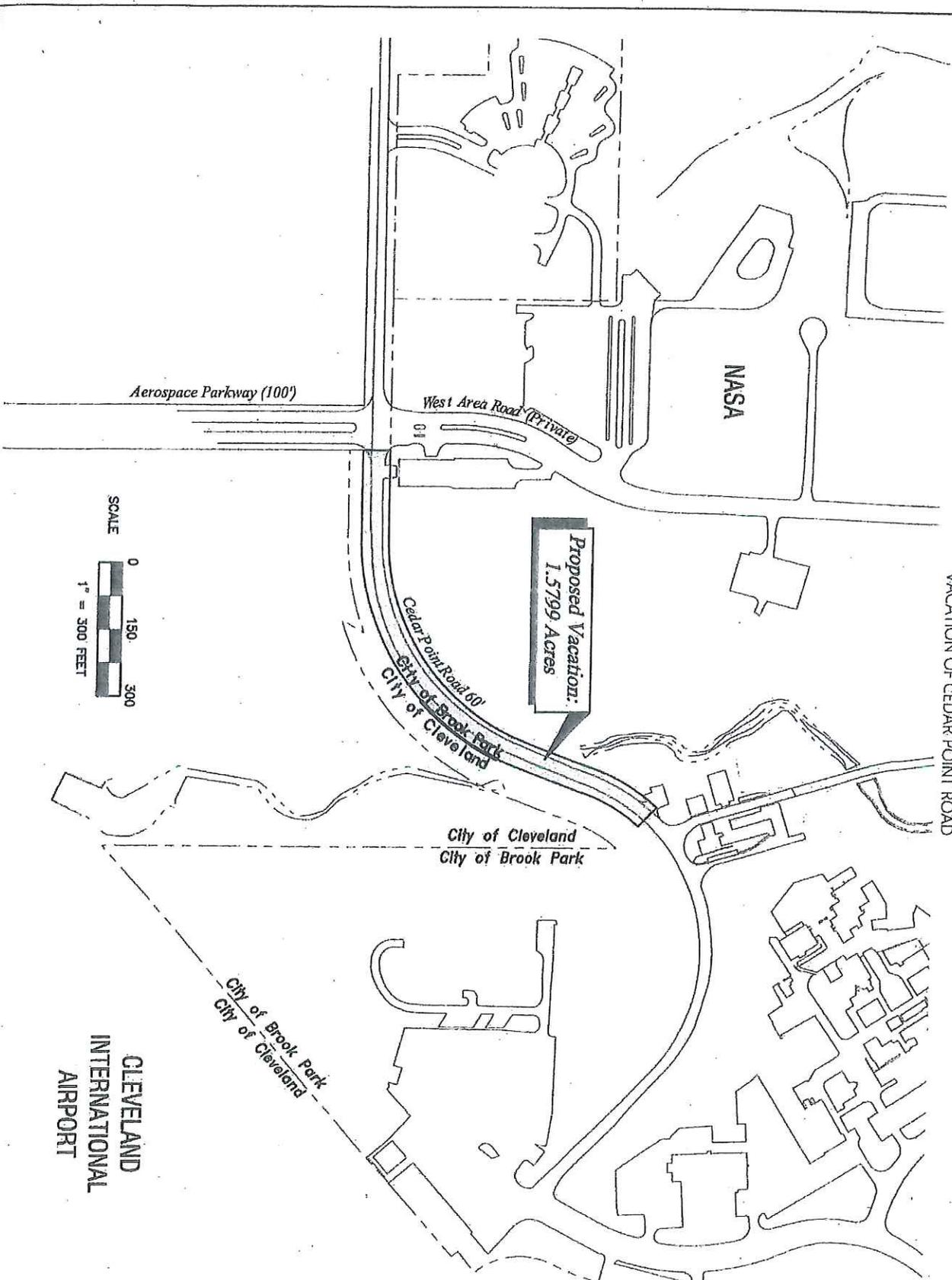
DATE: 6/5/19

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

  
DIRECTOR OF LAW

**EXHIBIT "A"**

VACATION OF CEDAR POINT ROAD



NASA GLENN RESEARCH CENTER  
SECTION 21 TWP 6N RANGE 14W  
CITY OF BROOKPARK  
CUYAHOGA COUNTY, OH

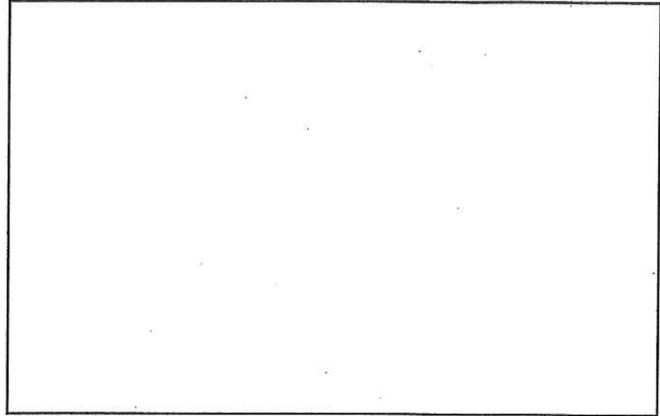


**CLEVELAND INTERNATIONAL AIRPORT**

DR: DY	CH: BP
P.M. T. MONK	
05/10/2019	
JOB: 220064	
SHEET NO. 1 OF 1	

**When Recorded Return To:**

NASA – Glenn Research Center  
Attn: Tim Monk  
21000 Brookpark Road, MS 86-9  
Cleveland, Ohio 44135



**STORM SEWER UTILITY EASEMENT AGREEMENT**

This Storm Sewer Utility Easement Agreement (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the National Aeronautics and Space Administration (“GRANTOR”), acting by and through the Center Director for the National Aeronautics and Space Administration, Glenn Research Center, and the City of Brook Park, Ohio (“GRANTEE”), acting by and through its Mayor, Michael D. Gammella.

**RECITALS**

- A. WHEREAS, GRANTOR has granted GRANTEE the real property legally described in Exhibit A attached hereto, visually depicted in Exhibit B attached hereto designated as “Storm Easement”, and;
- B. WHEREAS, GRANTOR owns the real property in fee legally described in Exhibit C attached hereto, and visually depicted in Exhibit D attached hereto and designated as Vacation Plat (Plat Volume \_\_\_\_\_, Page \_\_\_\_\_ by the Cuyahoga County Records) (the “Grantor's Tract”) and GRANTOR now owns the Grantor’s Tract in fee;

NOW THEREFORE, GRANTOR, in consideration of the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to GRANTEE:

- 1. a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress across, over and under the Easement Tract to construct, reconstruct, maintain, alter, inspect, use, and repair a public sewer and its appurtenances, including manholes, embankments and sewage tanks or valves (the “Easement”).

GRANTEE’s use of the Easement Tract shall be subject to GRANTOR’S security and badging (i) protocols, (ii) requirements, (iii) restrictions, and (iv) procedures.

GRANTEE shall provide 15 days advance written notice to GRANTOR and obtain GRANTOR’s written approval, which shall not be unreasonably withheld, prior to exercising any rights granted in this Agreement.

GRANTOR herein reserves the right to itself, its heirs and assigns to continue to use the land within the Easement Tract for any use and purposes which shall not interfere with the use of the Easement Tract by the GRANTEE in fulfilling the purpose for which the Easement is granted.

This Agreement shall be binding upon and inure to the benefit of the GRANTEE, their agents, employees, successors, and assigns and shall constitute a covenant for the benefit of and running with and appurtenant to the property of the GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this Easement as of the date first above written.

**GRANTOR:**

NATIONAL AERONAUTICS SPACE ADMINISTRATION,  
GLENN RESEARCH CENTER

By: \_\_\_\_\_  
JANET KAVANDI, CENTER DIRECTOR

**ACKNOWLEDGEMENT**

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by Janet Kavandi, Center Director of the National Aeronautics and Space Administration, Glenn Research Center, a federal agency of the United States of America, on behalf of the agency.

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Exhibit A**

**LEGAL DESCRIPTION  
STORM EASEMENT  
FOR CEDAR POINT ROAD  
TO THE CITY OF BROOK PARK, OHIO**

Situated in the City of Brook Park, County of Cuyahoga State of Ohio and known as being part of Original Middleburg Township Lot No. 3, Section 21, and also known as being part of Cedar Point Road as shown on the recorded plat in Volume 130 of Maps, Pages 4-5 of Cuyahoga County Records, bounded and described as follows:

Beginning at a 5/8" iron pin found at the intersection of the easterly line of Aerospace Parkway (100 feet wide) and the former northerly line of Cedar Point Road, as vacated by City of Brook Park Ordinance No. \_\_\_\_\_-2019 and plat recorded in Volume \_\_\_\_\_ of Maps, Page \_\_\_\_\_ of Cuyahoga County Records, (60 feet wide);

Thence North  $00^{\circ} 06' 18''$  West and parallel to the centerline of Aerospace Parkway, 60.00 feet to a point on the northerly line of Cedar Point Road;

Thence South  $89^{\circ} 49' 13''$  East along the northerly line of Cedar Point Road, 196.30 feet to a point of curvature;

Thence along the northerly line of Cedar Point Road along the arc of a curve deflecting to the left 598.26 feet, said curve having a central angle of  $69^{\circ} 55' 16''$ , a radius of 490.24 feet, and a chord that bears North  $55^{\circ} 13' 09''$  East, 561.82 feet to a point of tangency;

Thence North  $20^{\circ} 15' 31''$  East along the northerly line of Cedar Point Road, 161.51 feet to a point of curvature;

Thence along the northerly line of Cedar Point Road along the arc of a curve deflecting to the right 166.99 feet, said curve having a central angle of  $21^{\circ} 47' 59''$ , a radius of 438.89 feet, and a chord that bears North  $31^{\circ} 09' 30''$  East, 165.98 feet to a point on the southwesterly line of that portion of Cedar Point Road, previously vacated, as shown on the recorded plat in Volume 250 of Maps, Page 18 of Cuyahoga County Records;

Thence South  $45^{\circ} 50' 41''$  East along the southwesterly endline of vacated Cedar Point Road, 60.05 feet to a point on the southerly line of Cedar Point Road;

Thence along the southerly line of Cedar Point Road along the arc of a curve deflecting to the left 141.96 feet, said curve having a central angle of  $21^{\circ} 28' 03''$ , a radius of 378.89 feet and a chord that bears South  $30^{\circ} 59' 32''$  West, 141.13 feet to a point of tangency;

Thence South  $20^{\circ} 15' 31''$  West along the southerly line of Cedar Point Road, 161.51 feet to a point of curvature;

Thence along the southerly line of Cedar Point Road along the arc of a curve deflecting to the right 671.48 feet, said curve having a central angle of  $69^{\circ} 55' 16''$ , a radius of 550.24 feet, and a chord that bears South  $55^{\circ} 13' 09''$  West, 630.58 feet to a point;

Thence North  $89^{\circ} 49' 13''$  West along the southerly line of Cedar Point Road, 196.00 feet to the point of beginning and containing 1.5799 acres (68,820 square feet) of land as calculated and described by Brian C. Pcioneck, Ohio P.S. No. 8295 of Leidos, Inc. in February of 2015, be the same more or less, but subject to all legal highways.

**Exhibit B**

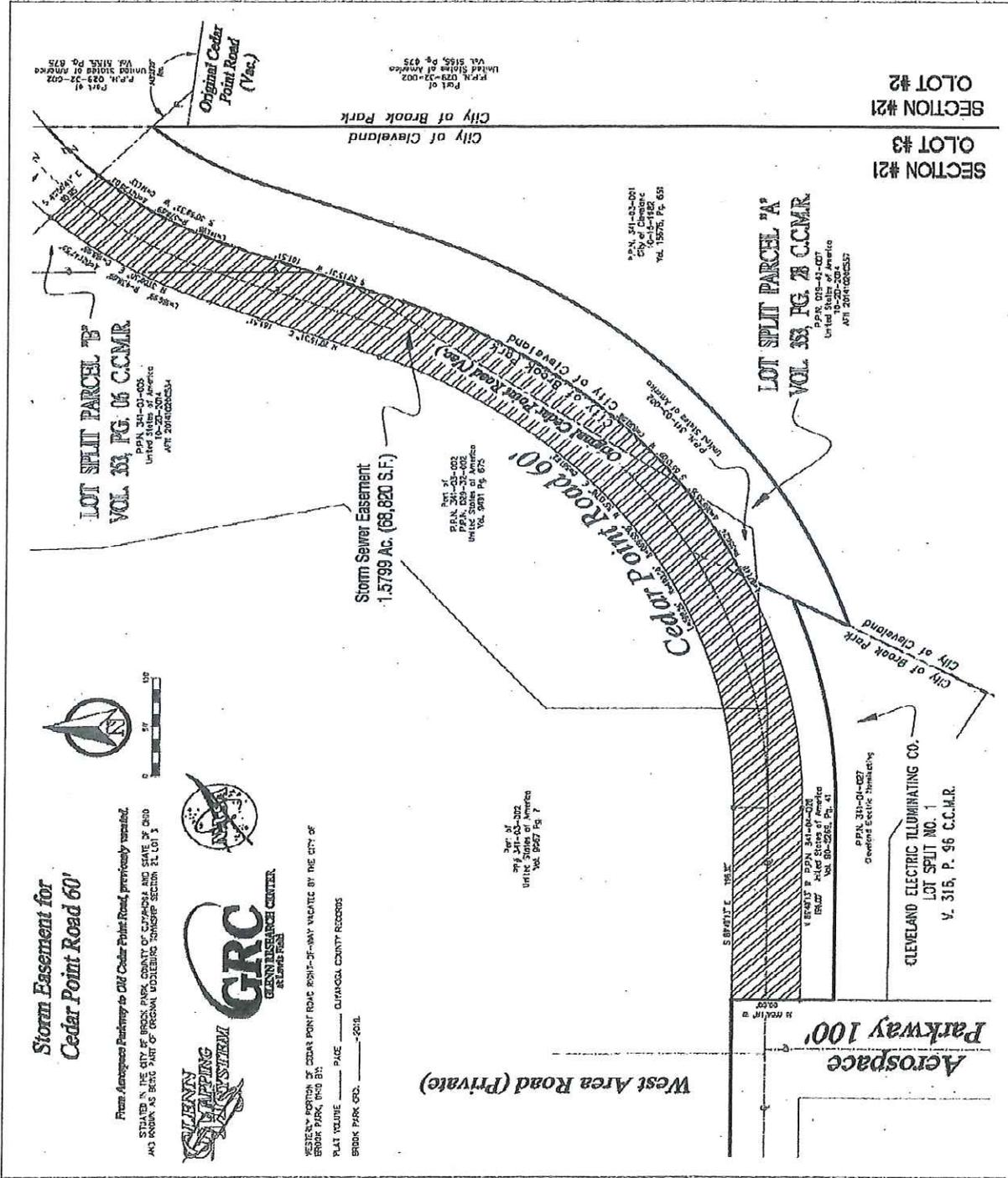


Exhibit C

**LEGAL DESCRIPTION  
VACATION PLAT OF  
CEDAR POINT ROAD**

Situated in the City of Brook Park, County of Cuyahoga State of Ohio and known as being part of Original Middleburg Township Lot No. 3, Section 21, and also known as being part of Cedar Point Road as shown on the recorded plat in Volume 130 of Maps, Pages 4-5 of Cuyahoga County Records, bounded and described as follows:

Beginning at a 5/8" iron pin found at the intersection of the easterly line of Aerospace Parkway (100 feet wide) and the south line of Cedar Point Road (60 feet wide);

Thence North 00° 06' 18" West and parallel to the centerline of Aerospace Parkway, 60.00 feet to a point on the northerly line of Cedar Point Road;

Thence South 89° 49' 13" East along the northerly line of Cedar Point Road, 196.30 feet to a point of curvature;

Thence along the northerly line of Cedar Point Road along the arc of a curve deflecting to the left 598.26 feet, said curve having a central angle of 69° 55' 16", a radius of 490.24 feet, and a chord that bears North 55° 13' 09" East, 561.82 feet to a point of tangency;

Thence North 20° 15' 31" East along the northerly line of Cedar Point Road, 161.51 feet to a point of curvature;

Thence along the northerly line of Cedar Point Road along the arc of a curve deflecting to the right 166.99 feet, said curve having a central angle of 21° 47' 59", a radius of 438.89 feet, and a chord that bears North 31° 09' 30" East, 165.98 feet to a point on the southwesterly line of that portion of Cedar Point Road, previously vacated, as shown on the recorded plat in Volume 250 of Maps, Page 18 of Cuyahoga County Records;

Thence South 45° 50' 41" East along the southwesterly endline of vacated Cedar Point Road, 60.05 feet to a point on the southerly line of Cedar Point Road;

Thence along the southerly line of Cedar Point Road along the arc of a curve deflecting to the left 141.96 feet, said curve having a central angle of 21° 28' 03", a radius of 378.89 feet and a chord that bears South 30° 59' 32" West, 141.13 feet to a point of tangency;

Thence South 20° 15' 31" West along the southerly line of Cedar Point Road, 161.51 feet to a point of curvature;

Thence along the southerly line of Cedar Point Road along the arc of a curve deflecting to the right 671.48 feet, said curve having a central angle of 69° 55' 16", a radius of 550.24 feet, and a chord that bears South 55° 13' 09" West, 630.58 feet to a point;

Thence North  $89^{\circ} 49' 13''$  West along the southerly line of Cedar Point Road, 196.00 feet to the point of beginning and containing 1.5799 acres (68,820 square feet) of land as calculated and described by Brian C. Pcioneck, Ohio P.S. No. 8295 of Leidos, Inc. in February of 2015, be the same more or less, but subject to all legal highways.



**Standard Easement**  
**For The**  
**Maintenance Of A Water Main**  
**In Streets Vacated By City Ordinances**  
**For Circulation Purposes Only**

KNOWN ALL MEN BY THESE PRESENTS: That (I, We, Company or Corporation)

the City of Brook Park, a municipal corporation of Ohio, the grantor, herein, for valuable consideration received and to be received to (my, our or its) full satisfaction, (do or does) hereby give, grant, bargain and convey to the City of Cleveland, a municipal corporation of the State of Ohio, the Grantee herein, the perpetual right-of-way and easement, for the purpose hereinafter mentioned in the following described premises, to-wit:

Situated in the City of Brook Park , County of Cuyahoga, State of Ohio, and Known as being part of the Original Middleburgh Township Lot No. 3 and bounded and described as follows:

See legal description attached hereto as Exhibit A

In consideration of the mutual covenants herein contained, the Grantor hereby gives, grants and conveys unto said the right and maintain therein a water main and all appurtenances connected therewith that in the opinion of the Grantee, its successors or assigns, may be necessary at any time, also, to turn off the water of any main, or to do any other thing that may be necessary or advisable in the judgement of said Grantee, its successors or assigns, in order to maintain or operate said main, pipes and appurtenances, in accordance with the ordinance, rules and regulations for the management and protection of said Grantee now in force or that may hereafter be adopted. Further, whenever maintenance or work of any kind is required hereunder, the Grantee shall not be responsible for restoration of the property or its environs to its original topographical condition, and should also be held blameless for any damage accruing by reason of water leakage from water mains or appurtenances.

The Granters hereby restrict said premises within the limits of the above described easement against the construction thereon of any buildings of a temporary or permanent type, excepting any sidewalks and/or pavements, or the construction, in, over, or subjacent to the above described easement of any tunnels, railroad switch tracks, sewers, ducts; pipe, or pole lines within the limits of the above described easement which cross over or under said easement at any angle of not less than forty-five (45) degrees with the center lines of the water main or with clearance of not less than one (1) foot above or one and one-half (1 ½) feet below said water main.

In the event of a violation of any of the provisions of this easement by the Grantor, or his successors or assigns, the Grantee shall retain the right to enter upon the premises of the Grantor and either discontinue the water service, or make the necessary alterations to conform to the ordinances, rules and regulations of the Grantee. Any expenses involved by reason of the work involved shall be the responsibility of the Grantor. Further the Grantee shall not be responsible for restoration of the property of its environs to its original topographical condition, and should also be held blameless for any damage occurring by reason of water leakage from water mains or appurtenances. Further, to restrict the storing or placing of any materials, parking of any vehicles of any type, equipment or other obstructions thereon, or otherwise interfering with the access to or the maintenance of the water or appurtenances, and also against the planting or sufferance thereon or in such proximity thereto of trees and shrubbery which may restrict the accessibility for the maintenance of said watermain and appurtenances.

The Granters further agree that no additional fill will be made, or a ramp constructed within the limits of the above described easement for the purpose of providing access to the property which will increase the depth of the water main in excess of six (6) feet or to grade the surface within the limits of said easement which will reduce the depth of the water main to less than five (5) feet. It is agreed, however, that if in the event the Granter herein, his successors, or assigns, desire to build over, encroach upon, change the grade, or otherwise utilize all or any portion of the easement granted hereby to permit improvement of property now restricted hereunder, the Grantee must first approve such use of land within the limits of easement granted hereby, the Granter shall reconstruct or relocate all or any portion of water main affected by such use of land and where necessary, grant a new easement of not less than thirty (30) feet in width under the same terms and conditions as herein provided and bear the entire cost of reconstruction or relocation of the water main or appurtenances, in accordance with the provisions, rules and requirements of the Grantee, its successors or assigns. Said reconstructed or relocated water main and appurtenances shall, upon completion and approval of the Grantee, become the property of the City of Cleveland.

The Granters further agree that the Grantee shall be relieved of all liability to the Granter on account of the maintenance, construction, and reconstruction or relocation of said water main or appurtenances, and said Granter hereby indemnifies and guarantees to save harmless the Grantee against any expense or damage to said later main or appurtenances, that said Granters, their successors or assigns may at any time cause by the sewers, ducts, pipe or pole lines within or over said easement, or such other use of premises within the limits of the above described easement as are not expressly prohibited herein, under the same conditions that legally exist for the installation and maintenance of water mains and appurtenances in streets dedicated to public use.

The Granter further agrees that since this water main is for circulation purposes only, no service connections or hydrants, shall be taken off it at any time, and that divisional valves of the same size of the water main shall be installed at each longitudinal end of the easement area. All existing water service connections within the water circulation easement shall be plugged prior to recording of said easement. In the event of leakage or a break, the Division of Water and Heat will close the divisional valves and take the section of water main out of service until it is repaired by and at the expense of the Granter.

To HAVE AND TO HOLD THE above granted easement, right-of-way, water lines and appurtenances and further additions installed by the Granter to said water lines and appurtenances in, over, and subject to above described premises, for the purpose above mentioned unto said Grantee forever.

It is the intent of this conveyance that neither the filing of this deed or conveyance, its acceptance by the Grantee nor any other circumstances shall be construed as a dedication of or as an agreement by the Grantee to accept for dedication the premises here in described for public use as a street.

And the Grantor does for itself, its successors and assigns covenant with the said Grantee, and its successors and assigns, that at and until the sealing of these presents, it is well seized of the above described premises as a good and indefeasible estate in FEE SIMPLE and has good right to bargain and grant the same in manner and forms as above written, and that it will WARRANT AND DEFEND SAID PREMISES with the appurtenances thereunto belonging to the Grantee, its successors and assigns against all lawful claims and demands whatsoever for the purpose herein described.

It is agreed that whatever party is named in this instrument there shall be intended and included, in each case, that party, his or hers heirs, administrators, its successors, and/or assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed in the Presence of:

Grantor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF OHIO )

SS

COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_ who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed, personally and as such officers and the free act and deed of said corporation.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The City of Cleveland, by and through its Director of Public Utilities, does hereby accept the within easement and all terms and conditions thereof this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ as authorized by Resolution #1620-72 adopted by the Council of the City of Cleveland on May 1, 1974.

Signed in the presence of:

\_\_\_\_\_

BY \_\_\_\_\_  
Director of Public Utilities

\_\_\_\_\_

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

\_\_\_\_\_  
Director of Law

BY \_\_\_\_\_  
Assistant Director of Law

**Exhibit A**

**LEGAL DESCRIPTION  
WATER EASEMENT  
FOR CEDAR POINT ROAD  
TO THE CITY OF BROOK PARK, OHIO**

Situated in the City of Brook Park, County of Cuyahoga State of Ohio and known as being part of Original Middleburg Township Lot No. 3, Section 21, and also known as being part of Cedar Point Road as shown on the recorded plat in Volume 130 of Maps, Pages 4-5 of Cuyahoga County Records, bounded and described as follows:

Beginning at a 5/8" iron pin found at the intersection of the easterly line of Aerospace Parkway (100 feet wide) and the south line of Cedar Point Road as vacated by City of Brook Park Ordinance No. \_\_\_\_\_-2019 and plat recorded in Volume \_\_\_\_\_ of Maps, Page \_\_\_\_\_ of Cuyahoga County Records, (60 feet wide);

Thence North 00° 06' 18" West and parallel to the centerline of Aerospace Parkway, 20.00 feet to a point;

Thence South 89° 49' 13" East, 196.10 feet to a point of curvature;

Thence along the arc of a curve deflecting to the left 647.08 feet, said curve having a central angle of 69° 55' 16", a radius of 530.24 feet, and a chord that bears North 55° 13' 09" East, 607.66 feet to a point of tangency;

Thence North 20° 15' 31" East, 161.51 feet to a point of curvature;

Thence along the arc of a curve deflecting to the right 150.30 feet, said curve having a central angle of 21° 35' 22", a radius of 398.89 feet, and a chord that bears North 31° 03' 22" East, 149.42 feet to a point on the southwesterly line of that portion of Cedar Point Road, previously vacated, as shown on the recorded plat in Volume 250 of Maps, Page 18 of Cuyahoga County Records;

Thence South 45° 50' 41" East along the southwesterly endline of vacated Cedar Point Road, 20.02 feet to a point on the southerly line of Cedar Point Road;

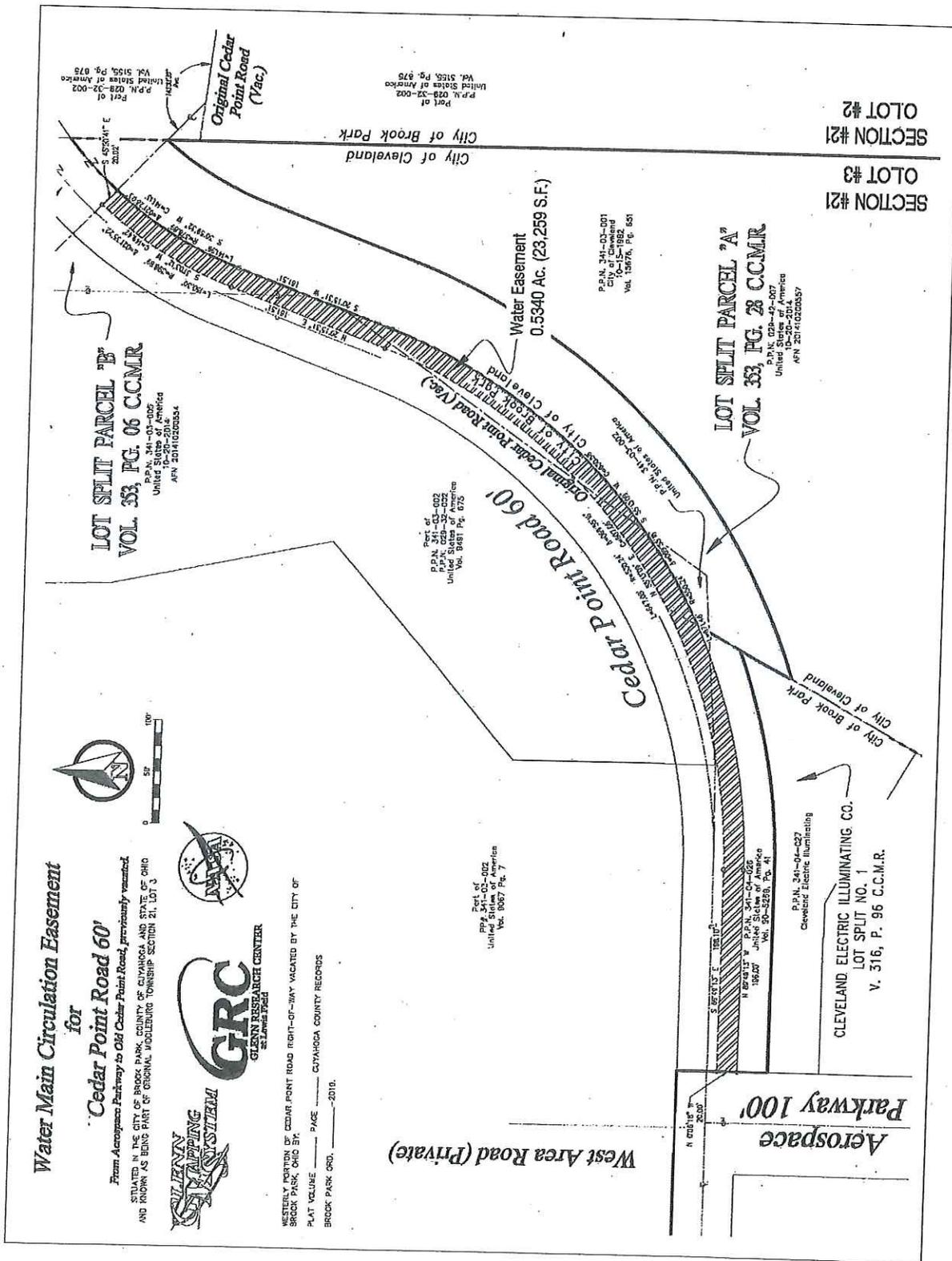
Thence along the former southerly line of Cedar Point Road as aforesaid, along the arc of a curve deflecting to the left 141.96 feet, said curve having a central angle of 21° 28' 03", a radius of 378.89 feet and a chord that bears South 30° 59' 32" West, 141.13 feet to a point of tangency;

Thence South 20° 15' 31" West along the former southerly line of Cedar Point Road, 161.51 feet to a point of curvature;

Thence along the former southerly line of Cedar Point Road along the arc of a curve deflecting to the right 671.48 feet, said curve having a central angle of  $69^{\circ} 55' 16''$ , a radius of 550.24 feet, and a chord that bears South  $55^{\circ} 13' 09''$  West, 630.58 feet to a point;

Thence North  $89^{\circ} 49' 13''$  West along the former southerly line of Cedar Point Road, 196.00 feet to the point of beginning and containing 0.5340 acres (23,259 square feet) of land as calculated and described by Brian C. Pcionek, Ohio P.S. No. 8295 of Leidos, Inc. in February of 2019, be the same more or less, but subject to all legal highways.

**Exhibit B**



**Water Main Circulation Easement**

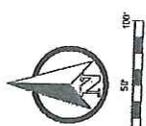
for

**Cedar Point Road 60'**

From Aerospace Parkway to Old Cedar Point Road, previously vacated, SITUATED IN THE CITY OF BROOK PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL WOODLAWN TOWNSHIP SECTION 21, LOT 3



WESTERN PORTION OF CEDAR POINT ROAD RIGHT-OF-WAY VACATED BY THE CITY OF BROOK PARK, OHIO BY PLAT VOLUME PAGE CUYAHOGA COUNTY RECORDS BROOK PARK ORD. 2010.



**LOT SPLIT PARCEL "B"**  
VOL. 33, PG. 06 C.C.M.R.  
P.P.N. 341-03-002  
United States of America  
AFN 20140202654

Part of  
P.P.N. 028-53-002  
United States of America  
Vol. 987 Pg. 075

Part of  
P.P.N. 028-53-002  
United States of America  
Vol. 987 Pg. 7

**Water Easement**  
0.5340 AC. (23,259 S.F.)

P.P.N. 341-03-001  
City of Cleveland  
Vol. 13676, Pg. 531

**LOT SPLIT PARCEL "A"**  
VOL. 33, PG. 28 C.C.M.R.  
P.P.N. 028-49-007  
United States of America  
AFN 20140202657

**CLEVELAND ELECTRIC ILLUMINATING CO.**  
LOT SPLIT NO. 1  
V. 316, P. 96 C.C.M.R.

**SECTION #21**  
OLOT #3  
OLOT #2

City of Cleveland  
City of Brook Park

**Original Cedar Point Road (Vac.)**

Part of  
P.P.N. 028-23-002  
United States of America  
Vol. 5153, Pg. 078

Part of  
P.P.N. 028-23-002  
United States of America  
Vol. 5155, Pg. 075

**Aerospace Parkway 100'**

**West Area Road (Private)**

**Cedar Point Road 60'**

City of Cleveland  
City of Brook Park