

**NOTES:**

1. Due to the COVID-19 pandemic all upcoming Regular or Special meetings; Governor DeWine's directive for meetings and social distancing will strictly be enforced.
2. The public is encouraged to email comments related to agenda items or general communications to the Clerk of Council, Michelle Blazak, email address by 4:30 p.m. the day of said meeting. All emails received will be shared with all elected officials and either read at said meeting or attached to the minutes' journal.

**REGULAR COUNCIL MEETING  
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO  
TO BE HELD ON TUESDAY, OCTOBER 6, 2020  
7:30 P.M.**

**A. ROLL CALL OF MEMBERS:**

**B. PLEDGE OF ALLEGIANCE:**

**C. APPROVAL OF MINUTES OF PRECEDING MEETINGS:**

1. SPECIAL COUNCIL MEETING HELD ON AUGUST 11, 2020.

**Note:** Moved by **motion** from the September 15, 2020 Council agenda for amendments to pages 18 & 19.

2. SPECIAL COUNCIL MEETING HELD ON AUGUST 12, 2020.
3. SPECIAL COUNCIL MEETING HELD ON AUGUST 13, 2020.
4. CAUCUS PRIOR TO MEETING HELD ON AUGUST 25, 2020.
5. REGULAR COUNCIL MEETING HELD ON AUGUST 25, 2020.
6. CAUCUS PRIOR TO MEETING HELD ON SEPTEMBER 1, 2020.
7. REGULAR COUNCIL MEETING HELD ON SEPTEMBER 1, 2020.

**D. REPORTS OF STANDING COMMITTEES:**

Aviation & Environmental Committee - Chairwoman, Schmuck  
Finance Committee - Chairman, Scott  
Legislative Committee - Chairman, Mencini  
Parks & Recreation Committee - Chairman, Poindexter  
Planning Committee - Chairman, Orcutt

**REPORTS OF STANDING COMMITTEES; CONT.**

Safety Committee - Chairman Troyer

Service Committee - Chairman, Salvatore

Board of Zoning Appeals - Chairman, Mencini

**E. REPORTS OF SPECIAL COMMITTEES:**

Southwest General Health Center - Trustee, Orcutt

Berea Board of Education Representative, Mencini

Technology and Innovation Council Representative - Poindexter

**F. REPORTS OF BOARDS AND COMMISSIONS:**

**G. INTRODUCTION OF RESOLUTIONS OF COMMENDATION:**

**H. REPORTS AND COMMUNICATIONS FROM THE MAYOR:**

**I. REPORTS AND COMMUNICATIONS FROM DEPARTMENTS,  
COMMISSIONS, AND OTHER PUBLIC OFFICIALS:**

**J. OTHER COMMUNICATIONS AND PETITIONS, AND VERBAL  
APPROVAL: (INTRODUCTION OF NEW LEGISLATION):**

**K. MISCELLANEOUS BUSINESS, APPOINTMENTS, CONFIRMATIONS:**

**L. REMARKS FROM THE AUDIENCE ON ANY SUBJECT MATTER:**

**M. INTRODUCTION OF ORDINANCES AND RESOLUTIONS: FIRST READING:**

1. ORDINANCE NO. 11164-2020, AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BY AN BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) AND THE CITY OF BROOK PARK FOR A WEDO AND WENGLER BASIN FEASIBILITY STUDY AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

**N. SECOND READING OF ORDINANCES AND RESOLUTIONS:**

**O. THIRD READING OF ORDINANCES AND RESOLUTIONS:**

**P. ADJOURNMENT:**

**SYNOPSIS OF ORDINANCES AND RESOLUTIONS  
FOR THE COUNCIL MEETING OF OCTOBER 6, 2020**

**FIRST READING:**

Ord. No. 11164-2020 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, FOR A WEDO AND WENGLER BASIN FEASIBILITY STUDY AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance authorizing the Mayor to enter into an agreement with Northeast Ohio Regional Sewer District for a community-cost share agreement.

**PREPARED BY THE BROOK PARK LEGAL DEPARTMENT  
October 2, 2020**

170 8-25-20 Service  
CA Price 9-1-20  
1st R 10-6-20  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
E/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11164-2020

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 D)  
AND THE CITY OF BROOK PARK, FOR A WEDO AND WENGLER BASIN  
FEASIBILITY STUDY, 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 project proposed by the City of Brook Park to conduct a feasibility study for a Wedo and Wengler Basin; and

**WHEREAS,** the NEORS D will reimburse funds up to \$33,800.00 to the City for this feasibility study.

**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 project for a feasibility study for a Wedo and Wengler Basin, by and between the Northeast Ohio Regional Sewer District and the City of Brook Park, set forth in the Agreement attached hereto as Exhibit "1."

**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 Wedo and Wengler Basin feasibility study 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

\_\_\_\_\_  
DATE

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

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2020, 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 \_\_\_\_\_, 2020 (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 Wedo and Wengler Basin Feasibility Study (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 \$33,800.00 to the City for the Project from the City's Community Cost-Share Account.
  - 2.1.2. Provide reimbursement of funds up to \$33,800.00 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

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

- 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:

Cyrus Patton  
Associate 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:

WEDO AND WENGLER BASIN FEASIBILITY  
STUDY

---

Total Approximate Cost:           \$33,800.00

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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.

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CHIEF FINANCIAL OFFICER

---

Date

BUDGET CENTER 8100

# 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:

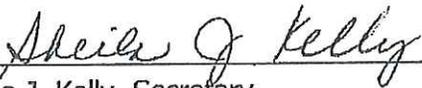
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities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

Special  
Special

P/C 5/3/16  
CA 7/19/16  
1st R 7/19/16  
2nd R 8/2/16 amended  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 10032-2016

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
AUTHORIZING THE MAYOR  
TO ENTER INTO THE STORMWATER MANAGEMENT PROGRAM  
SERVICE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL  
SEWER DISTRICT FOR IMPLEMENTATION OF ITS REGIONAL  
STORMWATER MANAGEMENT PROGRAM,  
AND DECLARING AN EMERGENCY

WHEREAS, the Northeast Ohio Regional Sewer District (District), pursuant to the authority of Ohio Revised Code Chapter 6119, and Title V of the District's Stormwater Management Code (Title V), is authorized to provide overall Stormwater Management of the Regional Stormwater System, including planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to Member communities; and; and

WHEREAS, the district has been established as a regional governmental entity mandated to operate and maintain a Regional Stormwater System in the general area encompassing fully or partially the City of Brook Park; and

WHEREAS, flooding is a significant threat to public and private property; streambank erosion is a significant threat to public and private property, water quality, wildlife, and aquatic and terrestrial habitats; and inadequate stormwater management damages the water resources of Northeast Ohio, impairing the ability of these waters to sustain ecological and aquatic systems; and

WHEREAS, there is a manifest need for a watershed-based approach to stormwater management to effectively and efficiently plan, design, construct, and maintain long-term solutions to stormwater problems; and

WHEREAS, to ensure the consistent and coordinated delivery of District Regional Stormwater Management Program services within the City of Brook Park, a Stormwater Service Agreement between the District and the City of Brook Park is required.

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

**SECTION 1:** That this Council hereby authorizes the Mayor to enter into a Stormwater Management Program Service Agreement with the Northeast Ohio Regional Sewer District for implementation of its Regional Stormwater Management Program to ensure the consistent and coordinated delivery of District Stormwater Management Program services within 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 to authorize the Mayor to enter into a Stormwater Management Program Service Agreement with the Northeast Ohio Regional Sewer District; 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 2, 2016 Jim Costello  
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak APPROVED: [Signature]  
Clerk of Council MAYOR  
8/9/2016  
DATE

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

[Signature]  
DIRECTOR OF LAW

Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that the foregoing is a true and accurate copy of the Ordinance/Resolution as adopted by the Council of the City of Brook Park, Ohio, and that publication of the Ordinance/Resolution was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; to-wit: City Hall 6161 Engle Road; Police Station 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 27530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mancini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Powers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Burgio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McCombs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**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. 16032-2016 passed on the 2nd day of August, 2016 by said council.  
Michelle Blazak  
Clerk of Council

commencing AUGUST 10, 2016  
Michelle Blazak  
MICHELLE BLAZAK  
Clerk of Council

# 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: Wedo and Wengler Basin Feasibility Study

Address or Location of Project: PPN 343-06-126, 343-14-190 & 343-14-15  
Wedo Park and Wengler Park (formerly)

Project Start Date: September 15, 2020

Project End Date: November 15, 2020

Community Cost-Share Fund Request: \$33,500.00

Submission Date: August 5, 2020



## **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.

Conduct a study to determine the feasibility and extent of the potential benefits of installing a storm water detention basin at Wedo Park (PPN 343-06-126) and/or the former Wengler Park (PPN 343-14-190 and PPN 343-14-151). A map of both areas is included at the end of this application.

Deliverables include Drainage Area Maps, TR-20 Hydrologic Calculations, Detention Basin Calculations, Preliminary Basin Layout Plans, Feasibility/Design Report and Preliminary Construction Cost Estimate.

No permitting is required for the Feasibility Study.



**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).

No long term maintenace is required for the Feasibility Study.



*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)?

The Feasibility Study will be shared with the City Administration and City Council. The results of the Study will be summarized and shared with City Council. Copies of the Study/Report will be made available.



*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.

Professional Services = \$33,500.00

Engineering and Surveying Man-Hour Estimate is included at the end of this 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	\$33,500.00	Engineering and Surveying (Euthenics, Inc.)
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials		
Other		
<b>TOTAL</b>	<b>\$ 33,500.00</b>	



Cuyahoga County GIS Viewer



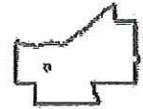
Cuyahoga County  
Enterprise GIS  
PUTTING CUYAHOGA COUNTY ON THE MAP

1:1,200

Date Created: 8/3/2020

THIS MAP IS NOT TO BE USED FOR NAVIGATION.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Cuyahoga County  
**Enterprise GIS**  
PUTTING CUYAHOGA COUNTY ON THE MAP

1:1,200

**EUTHENICS, INC.**  
**ENGINEERING AND SURVEYING SERVICES FOR A**  
**FEASIBILITY STUDY REPORT, SITE LAYOUT PLANS AND**  
**CONSTRUCTION COST ESTIMATE FOR THE WEDO PARK DETENTION**  
**BASIN AND THE WENGLER DETENTION BASIN**

**PART I - FIELD SURVEY**

Wengler/Hummel Road Area

Surey flowlines and sizes of storm sewers into Kolleda Ditch	=	8 CH
Survey existing ground elevations around proposed Wengler Basin	=	16 CH
<u>Wedo/Shelby Drive Area</u>		
Survey miscellaneous ground and outlet storm sewer elevations	=	12 CH
<b>Total =</b>		36 CH

**PART II - FLOW CALCULATIONS**

Drainage Area Maps	=	20 MH
TR-20 Hydrologic Calculations for Q2 thru Q100 Storm Events	=	16 MH
Detention Basin Hydraulic Calculations	=	40 MH
<b>Total =</b>		76 MH

**PART III - BASIN PRELIMINARY LAYOUT PLAN**

Wengler Detention Basin (with R/W and Contour Mapping)	=	32 MH
Wedo Detention Basin (with R/W and Contour Mapping)	=	32 MH
<b>Total =</b>		64 MH

**PART IV - DESIGN REPORT**

Prepare and Compile Design Report	=	24 MH
<b>Total =</b>		24 MH

**PART V - CONSTRUCTION COST ESTIMATE**

Prepare and Compile Construction Cost Estimate	=	24 MH
<b>Total =</b>		24 MH

**PART VI - SUPERVISION**

Supervision	=	12 MH
<b>Total =</b>		12 MH

**PART VII - PRINTING AND CLERICAL**

Printing and Clerical	=	16 MH
<b>Total =</b>		16 MH

Sub-Total Part I =		36 CH
Sub-Total Part II through Part VII =		216 MH

# CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

CITY OF BROOK PARK

FOR

COMMUNITY COST-SHARE PROJECT:

WEDO AND WENGLER BASIN FEASIBILITY  
STUDY

---

Total Approximate Cost:           \$33,800.00

---

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

**BUDGET CENTER 8100**