

**REGULAR COUNCIL MEETING
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO
TO BE HELD ON TUESDAY, March 15, 2022
7:30 P.M.**

A. ROLL CALL OF MEMBERS

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF MINUTES OF PRECEDING MEETINGS:

1. CAUCUS PRIOR TO MEETING MINUTES HELD ON FEBRUARY 1, 2022.
2. REGULAR COUNCIL MEETING MINUTES HELD ON FEBRUARY 1, 2022.

D. REPORTS OF STANDING COMMITTEES:

Aviation & Environmental Committee – Chairman, Poindexter
Finance Committee - Chairman, Scott
Legislative Committee - Chairwoman, Coyne
Parks & Recreation Committee - Chairman, Mencini
Planning Committee - Chairman, Troyer
Safety Committee - Chairman, Roberts
Service Committee - Chairman, Poindexter
Board of Zoning Appeals - Chairman, Salvatore

E. REPORTS OF SPECIAL COMMITTEES:

Southwest General Health Center Trustee, Mencini
Berea Board of Education Representative, Coyne
Technology & 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):

PLANNING COMMISSION RECOMMENDATIONS:

1. Agent, Steven Metcalf and Associates-Requests a 17 space parking variance at 15059 Hummel Road "Parcel B- Clutch Auto," located in the U3-A5 Zone. Approved at Board of Zoning meeting on March 7, 2022.
Agent, Steven Metcalf and Associates-Requests approval of the proposed Lot Split "Parcel B- Clutch Auto," from PPN 344-13-001 located in the U3-A5 Zone.
2. Agent, Jason Linscott of Stein Investment Group-Requests an 8' height variance to construct a new Class-A Self Storage Facility "The Space Shop" at 14571 Snow Road, located in the U3-A Zone.

Agent, Jason Linscott of Stein Investment Group- Requests the following to construct a new Class-A Self Storage Facility "The Space Shop", at 14571 Snow Road, located in the U3-A Zone.

A. Request project & aesthetic approval.

B. Request a Conditional Use permit to construct and operate "The Space Shop Self Storage".

K. MISCELLANEOUS BUSINESS, APPOINTMENTS, CONFIRMATIONS:

L. REMARKS FROM THE AUDIENCE ON ANY SUBJECT MATTER:

M. INTRODUCTION OF ORDINANCES AND RESOLUTIONS: (FIRST READING):

1. ORD. NO. 11242
AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE DONATION AND TRANSFER OF LAND KNOWN AS PERMANENT PARCEL #344-03-103, AND DECLARING AN EMERGENCY.
2. ORD. NO. 11243
AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GREATER CLEVELAND AUTO AUCTION, PUBLIC AUCTIONEERS, FOR THE PURPOSE OF AUCTIONING A FORFEITED 2010 MAZDA 4D CEHICLE AND A 2006 BMW 4D 325 VEHICLE, AND DECLARING AN EMERGENCY.

N. SECOND READING OF ORDINANCES AND RESOLUTIONS:

Res. No. 4-2022

A RESOLUTION APPROVING PARTICIPATION IN REGION 3 GOVERNANCE STRUCTURE UNDER THE ONEOHIO MEMORANDUM OF UNDERSTANDING, AND DECLARING AN EMERGENCY.

Ord. No. 11240-2022

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO ISSUE PAUMENT TO MAROVICH & PUSTI, ARCHITECTS, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

O. THIRD READING OF ORDINANCES AND RESOLUTIONS:

1. ORD. NO. 11237

AN ORDINANCE AMENDING SECTION 537.05 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED "AGGRAVATED MENACING", AND DECLARING AN EMERGENCY.

2. ORD. NO. 11238

AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR EMPLOYEES OF THE CITY, OTHER THAT ELECTED OFFICIALS OR THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS, AND DECLARING AN EMERGENCY.

P. ADJOURNMENT:

Posted: 3/11/22



CITY OF BROOK PARK

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

EMAIL: buildingdept@cityofbrookpark.com
OFFICE 216.433.7412

MEMO

To	Carol Johnson, Clerk of Council	From	Katie DeSan, Planning & Zoning Secretary
Cc	Carol Horvath, Law Director Mayor Orcutt	Date	03/08/22
Re	Planning Commission Recommendation		

The following requests were approved at the Monday – March 7, 2022 Planning Commission meeting and should be forwarded to City Council for final action. If I can be of any further assistance, please do not hesitate to contact me.

Thank you,

Katie DeSan

Katie DeSan, Planning & Zoning Secretary
CITY OF BROOK PARK BUILDING DEPARTMENT
Office 216.433.7412 | Extension 4245
Email: kdesan@cityofbrookpark.com

1. Agent, Steven Metcalf of Neff and Associates – Requests approval of the proposed Lot Split “Parcel B – Clutch Auto,” from PPN 344-13-001 located in the U3-A5 Zone. | If approved, request will be forwarded to City Council for final action |

APPLICANT INFORMATION:

Steven Metcalf
c/o Neff & Associates
6405 York Road
Parma Heights, Ohio 44130
440.884.3100
smetcalf@neff-assoc.com

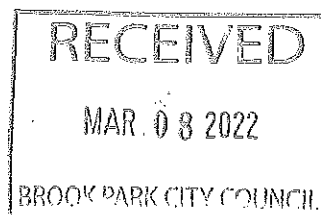
2. Agent, Jason Linscott of Stein Investment Group - Requests the following approvals to construct a new Class-A Self Storage Facility “The Space Shop” at 14571 Snow Road, located in the U3-A Zone

A. Request project & aesthetic approval

B. Request a Conditional Use Permit to construct and operate “The Space Shop Self Storage”
| If approved, request will be forwarded to City Council for final action |

APPLICANT INFORMATION:

Jason Linscott
c/o Stein Investments
5607 Glenridge Drive, Suite 200
Atlanta, GA 30342
770.580.2472
jason@steininvest.com





CITY OF BROOK PARK

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

EMAIL buildingdept@cityofbrookpark.com
OFFICE 216.433.7412

March 8, 2022

Steven Metcalf
c/o Neff & Associates
6405 York Road
Parma Heights, Ohio 44130

Please be advised,

The following: **Agent Steven Metcalf of Neff and Associates – Requests a 17 space parking variance at 15059 Hummel Road “Parcel B – Clutch Auto,” located in the U3-A5 Zone | Ordinance 1125.05 (11) |** was **APPROVED** at the City of Brook Park Board of Zoning Appeals meeting held Monday, March 7, 2022.

Additionally, the following: **Agent, Steven Metcalf of Neff and Associates – Requests approval of the proposed Lot Split “Parcel B – Clutch Auto,” from PPN 344-13-001 located in the U3-A5 Zone |** If approved, request will be forwarded to City Council for final action | was **APPROVED** at the City of Brook Park Planning Commission meeting also held that evening. This request will be forwarded to City Council for final action. Carol Johnson, Clerk of Council will be in contact with you to provide further direction.

Please note, *if approved by City Council*, applicable permit applications, drawings and fees must be submitted to the Building Department for final review/approval; **ALL contractors/sub-contractors must register and Permits must be obtained PRIOR to any work beginning on this project.** Additionally, in accordance with Section 1101.09 of the City of Brook Park Ordinances:

- (a) After any project is approved by the Planning Commission, the person applying for such approval shall commence with construction not more than nine months after said approval or such approval shall be deemed revoked by the Commission.
- (b) All persons granted approval on projects by the Planning Commission shall apply for a permit with the Building Commissioner within 60 days of said approval; any person who has not applied for said permit shall have said approval revoked and may return to the Planning Commission for re-approval. (Ord. 9140-2004. Passed 10-19-04.)

If you require any further assistance, please do not hesitate to contact the Building Department Office.

Sincerely yours,

Katie DeSan

Planning & Zoning Secretary
CITY OF BROOK PARK BUILDING DEPARTMENT

Cc: smetcalf@neff-assoc.com | mmoidel@glimchergroup.com | file



CITY OF BROOK PARK

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

No Comments
ERP - 3/7/22

www.cityofbrookpark.com/building-department
Office 216.433.7412

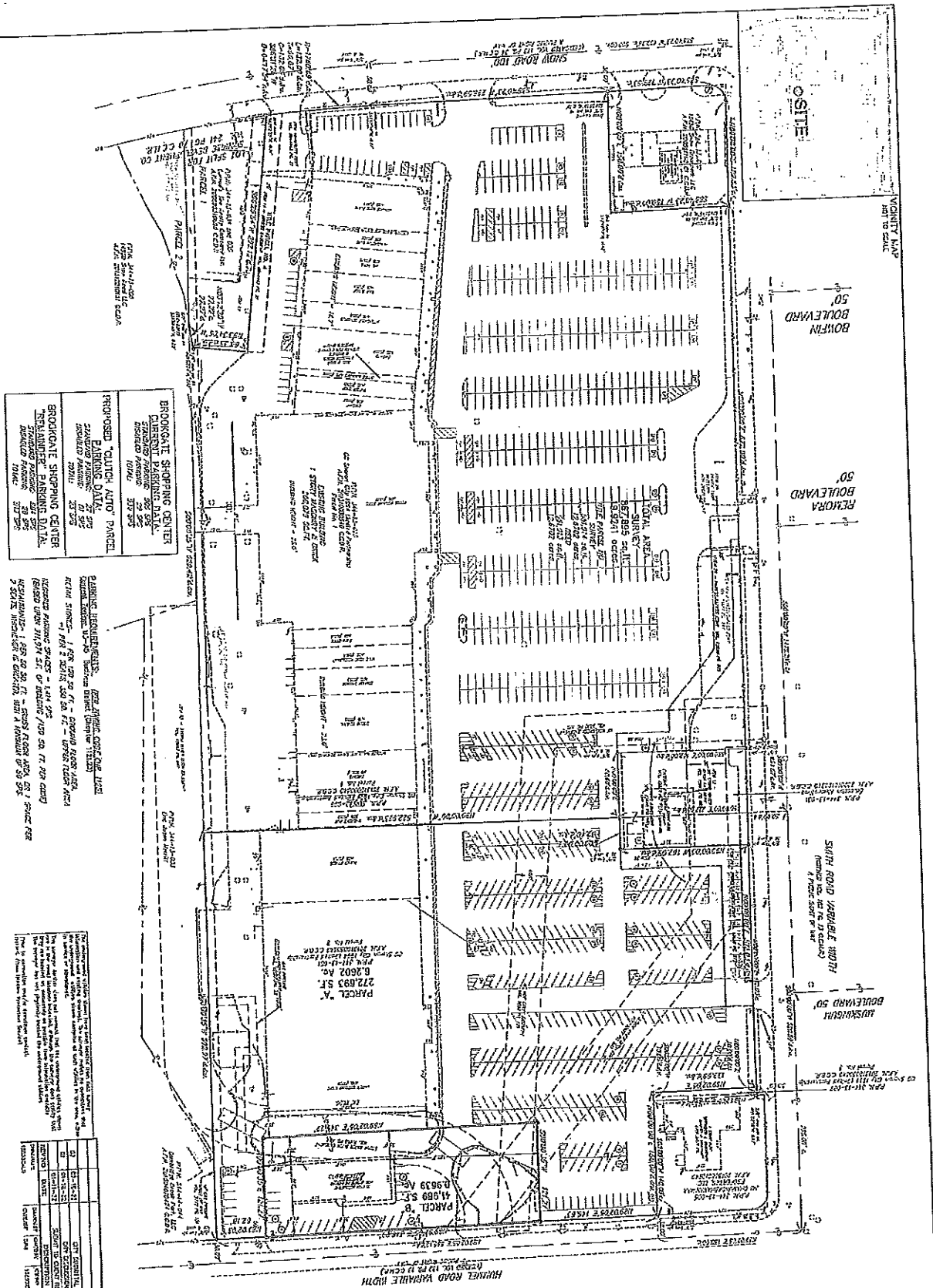
2022 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	5725-5891 Smith Rd. & 15150 Snow Rd.	<input type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL	ZONE	U3-a5
PARCEL #	334-13-001	BUSINESS NAME (If Applicable)	Brookgate SC & Clutch Auto	

PROPERTY OWNER NAME(S)	GG Sharon City 1994 Limited Partnership - Mike Moidel			<input type="checkbox"/> Will Attend Meeting
Phone #	724-650-2816	Email	mmoidel@alimchergroup.com	
Street Address	500 Grant St. Suite 2000	City	Pittsburgh	Zip 15219
AGENT/CONTACT PERSON NAME(S)	Neff and Associates - Steven J. Metcalf			<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	440-884-3100	Email	smetcalf@neff-assoc.com	
Street Address	6405 York Rd.	City	Parma Heights	Zip 44130

APPROVAL(S) REQUESTED	<input type="checkbox"/> Aesthetic / Project ²	<input type="checkbox"/> Conditional Use Permit ²	
	<input type="checkbox"/> Front Porch	<input type="checkbox"/> Billboard ¹	<input type="checkbox"/> Telecommunication Tower ¹
	<input type="checkbox"/> Re-Zone ³	<input checked="" type="checkbox"/> Lot Split ^{3 4}	<input type="checkbox"/> Lot Consolidation ^{3 4}
	<input type="checkbox"/> Other:		
	¹ Provide Construction Drawings and/or Structural calculations ² Provide Detailed Business Plan ³ Provide Legal Description ⁴ Provide Lot Split / Consolidation Plat and Mylar		
SUMMARY OF REQUEST	Owner of the Brookgate Shopping Center is submitting for consideration a Lot split for Clutch Auto Being of a portion of Cuyahoga County Parcel Number 334-13-001 to create Parcel "A" & Parcel "B" New Parcel "B" = "0.9639 Acres" for the existing Clutch Auto site - address 5059 Hummel Rd Remainder Parcel "A" = "6.2602 Acres - Brookgate Shopping Center. THE INTENT OF THIS PLAT IS TO CREATE NEW PARCELS "A" & "B" AS SHOWN		

APPLICANT SIGNATURE	STEVEN METCALF	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Agent	DATE	2/16/22
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SHEET NO. SE-2
 NEEFF ASSOCIATES
 BROOKGATE SHOPPING CENTER - CLUTCH AUTOMOTIVE
 LOT SPLIT - CLUTCH AUTO - BROOKGATE OVERALL SITE EXHIBIT
 CITY OF BROOK PARK - COUNTY OF CUYAHOGA - STATE OF OHIO



CITY OF BROOK PARK

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


www.cityofbrookpark.com/building-department
Office 216.433.7412



2022 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	5725-5891 Smith Rd. & 15150 Snow Rd.	<input type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL	ZONE	U3-a5
PARCEL #	334-13-001	BUSINESS NAME (If Applicable)	Brookgate SC & Clutch Auto	

PROPERTY OWNER NAME(S)	GG Sharon City 1994 Limited Partnership - Mike Moidel				<input type="checkbox"/> Will Attend Meeting
Phone #	724-650-2816	Email	mmoidel@glimchergroup.com		
Street Address	500 Grant St. Suite 2000	City	Pittsburgh	Zip	15219
AGENT/CONTACT PERSON NAME(S)	Neff and Associates - Steven J. Metcalf				<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	440-884-3100	Email	smetcalf@neff-assoc.com		
Street Address	6405 York Rd.	City	Parma Heights	Zip	44130

APPROVAL(S) REQUESTED	<input type="checkbox"/> Aesthetic / Project ²	<input type="checkbox"/> Conditional Use Permit ²	
	<input type="checkbox"/> Front Porch	<input type="checkbox"/> Billboard ¹	<input type="checkbox"/> Telecommunication Tower ¹
	<input type="checkbox"/> Re-Zone ³	<input checked="" type="checkbox"/> Lot Split ^{3,4}	<input type="checkbox"/> Lot Consolidation ^{3,4}
	<input type="checkbox"/> Other:		
	¹ Provide Construction Drawings and/or Structural calculations ² Provide Detailed Business Plan ³ Provide Legal Description ⁴ Provide Lot Split / Consolidation Plat and Mylar		
SUMMARY OF REQUEST	Owner of the Brookgate Shopping Center is submitting for consideration a Lot split for Clutch Auto Being of a portion of Cuyahoga County Parcel Number 334-13-001 to create Parcel "A" & Parcel "B" New Parcel "B" = "0.9639 Acres" for the existing Clutch Auto site - address 5059 Hummel Rd Remainder Parcel "A" = "6.2602 Acres - Brookgate Shopping Center. THE INTENT OF THIS PLAT IS TO CREATE NEW PARCELS "A" & "B" AS SHOWN		

APPLICANT SIGNATURE	 STEVEN METCALF	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Agent	DATE	2/16/22
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 Approved for March 7th Agenda 
Email sent 2-23-2022

Prepared By and Mail To:

Jonathan M. Kamin, Esquire
Goldberg, Kamin & Garvin, LLP
1806 Frick Building
437 Grant Street
Pittsburgh, PA 15219
(412)281-1119

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (hereinafter sometimes referred to as "Agreement") is made this _____ day of March, 2022, by GG SHARON CITY 1994 LIMITED PARTERSHIP, a Pennsylvania limited partnership (hereinafter sometimes referred to as "GG Sharon").

WITNESSETH:

WHEREAS, GG Sharon is the fee simple owner of those certain parcels of property located in the City of Brook Park, County of Cuyahoga, and State of Ohio as more particularly described in that certain Limited Warranty Deed dated October 1, 2013 and recorded on October 3, 2013 at Document No. 201310030540 in Cuyahoga County, Ohio (the parcels described in the deed referenced herein are collectively referred to as the "Property"); and

WHEREAS, the Property is commonly known as "Brookgate Shopping Center"; and

WHEREAS, GG Sharon desires to sell a portion of the Property, better known as a portion of Permanent Parcel No. 344-13-001 (hereinafter sometimes referred to as the "Outparcel") to Education Alternatives, an Ohio corporation (hereinafter sometimes referred to as "EA"); and

WHEREAS, the Outparcel is more particularly described in Exhibits "A" and "A-1", which are attached hereto, and are incorporated by reference herein; and

WHEREAS, prior to the sale of the Outparcel to EA, GG Sharon wishes to provide for certain covenants and easements affecting the Property and the Outparcel as more particularly described in this Agreement.

NOW THEREFORE, in consideration of the mutual benefits inuring to the owners and occupants of both the Property and the Outparcel, and intending to be legally bound hereby, GG Sharon hereby declares the following:

1. Grant of Access Easement. GG Sharon hereby dedicates for the benefit of each and every person and entity now or hereafter owning any part of the Outparcel and/or the Property, and their heirs, personal representatives, successors and assigns, and their tenants, and their officers, directors, employees, agents, contractors, customers, vendors, suppliers, invitees, licensees, subtenants and concessionaires (collectively the "Permittees") a non-exclusive, perpetual access easement over and across the Outparcel, and to and from the remaining portion of the Property, in the area as depicted on Exhibit A-1 (the "Access Easement"). This Access Easement shall be for pedestrian and vehicular access to and from the Outparcel and/or the Property. The Access Easement shall not be diminished or obstructed in any manner, and shall remain at all times open to the Permittees. The rights granted herein shall include the right of access, ingress and/or egress from Hummel Road.

2. Grant of Utility Easement. The Permittees shall have the right to use such portions of the Access Easement, as may be reasonably necessary, for the installation, maintenance, repair, and/or replacement of utilities which are necessary to service the Outparcel and/or the Property. Provided however, that: (a) all utilities must be installed underground; (b) except in the case of an emergency, any owner wishing to install utilities in the Access Easement shall provide at least fourteen (14) days prior written notice of its intention to perform any utility work in the Access Easement; (c) to the greatest extent possible, all utility work in the Access Easement shall be performed after operating hours; (d) the owner and/or agent utilizing the Access Easement for the installation of utilities shall fully restore the Access Easement back to its condition immediately prior to its disturbance once its work is completed; (e) any contractor performing work within the Access Easement shall, prior to the commencement of such work, provide the owner of the Outparcel with a Certificate of Insurance naming such property owner as an "Additional Insured" and shall have a Comprehensive General Liability Insurance Policy with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate insuring against liability for property damage and/or bodily injury, including death.

3. Maintenance of Access Easement. The owner of the Outparcel shall be responsible for the maintenance, repair, and/or replacement of Access Easement and the improvements located therein. The owner of the Outparcel shall maintain the Access Easement in the same manner as the owner of the Property maintains its access to the Property. Except in the event of (a) work performed in the Access Easement by the owner of the Property or the Permittees, or (b) damage caused by the Permittees to the Access Easement, the owner of the Property shall not have any responsibility for the maintenance of the Access Easement whatsoever. Notwithstanding the foregoing, in the event that the owner of the Outparcel fails to properly maintain the Access Easement (which includes, but is not limited to, the removal of snow and ice therefrom), the owner of the Property shall have the right to maintain the same, and shall have the right to bill the owner of the Outparcel for its costs and expenses associated therewith including a ten percent (10%) management fee (the "Maintenance Charges"). The owner of the Outparcel shall pay such Maintenance Charges within thirty (30) days of receipt of the statement for the same. Any unpaid Maintenance Charges shall accrue interest at a rate of ten percent (10%) per annum, and the owner of the Property shall be entitled to recover its reasonable attorneys fees should it be forced to commence a legal action to collect such Maintenance Charges from the owner of the Outparcel.

4. Insurance. The owner of the Property shall maintain a Comprehensive General Liability Insurance Policy with limits of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate insuring against liability for property damage and/or bodily injury, including death associated with its use of the Access Easement. The insurance policy shall not have a

deductible in excess of \$50,000.00, and shall name the owner of the Outparcel as an "Additional Insured". The owner of the Property shall provide a Certificate of Insurance to the owner of the Outparcel by no later than January 15th of each year.

5. Indemnification. Each property owner shall indemnify, defend, and hold the other property owner, and their respective officers, directors, and employees, harmless of and from any and all losses, costs, damages, expenses (including reasonable attorneys' fees) and any other liabilities arising by reason of injury (including death) to any persons, damage to any property, any claims of liens for work performed, materials or supplies furnished arising out of or in connection with the use by the indemnifying party, its agents, representatives, employees, contractors and licensees, of the rights granted to it herein, or the performance by such party of its obligations hereunder (collectively, a "Loss"); provided however, that no property owner shall be indemnified for any Loss arising out of or in connection with its own negligence, or willful misconduct, or that of its agents, representatives, employees, contractors, tenants, invitees, or licensees. Additionally, to the extent that such loss is covered by insurance, then the indemnity obligation hereunder shall extend only to the amount of the deductible that had to be paid by the party suffering the loss.

6. Breach, Right-To-Cure. If any owner who is a beneficiary of this Agreement should default with respect to any of its obligations hereunder (the "Defaulting Party"), and shall fail, within thirty (30) days (or two (2) business days if such default results in either an Emergency, or a property not being accessible from a public road) after delivery of written notice from the non-defaulting property owner (the "Complaining Party") to (a) cure such default or (b) commence the curing thereof (in the case of a default which cannot be completely cured within such thirty (30) day or two (2) business day period, as applicable), or thereafter fail to continue to curative action diligently until the completion of such cure within a reasonable time period (collectively, a "Default"), then the Complaining Party shall have the right, in addition to the other rights and remedies which may be available at law or equity, to cure such Default for the account of the Defaulting Party, and thereupon the Complaining Party shall be entitled to reimbursement by the Defaulting Party for the reasonable costs and expenses (including reasonable attorneys' fees) so incurred, plus interest at the rate of ten percent (10%) per annum. As used herein, the term "Emergency" shall refer to a condition which threatens imminent substantial damage or destruction to real or personal property, or which creates an imminent risk of personal injury. Nothing contained herein shall be construed to be a limitation on any of the rights of the property owners, in either law or equity, and all such rights and/or remedies shall be cumulative.

7. Covenants to Run With the Land. All of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors in interest, assigns and personal representatives. All of the provisions hereof shall be equitable servitudes and covenants running with both the Property and the Outparcel.

8. No Partnership or Joint Venture. None of the provisions hereof shall be deemed to have created a partnership or joint venture between the owners of their respective properties.

9. Cancellation or Modification. This Agreement may only be modified or cancelled in whole or in part only by a written instrument executed by all of the then record owners of the Property and the Outparcel, and, to the extent required by any loan documents, the consent of the then holders of any mortgage lien affecting all or any portion of the Property or the Outparcel.

10. Severability. If any provision hereof is found to be invalid, the remaining agreements shall be construed in so far as possible to be valid.

11. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property or Outparcel to the general public, for the general public, or for any public use whatsoever, it being the intention of and understanding of the parties hereto, and nothing contained herein shall confer upon any person, other than the parties hereto and their successors and assigns any rights or remedies under or by reason of this Agreement.

12. Captions. The paragraph captions of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction.

13. Estoppel Certificates. Within twenty (20) days following a written request, any property owner shall deliver to the requestor (or to any prospective buyer or mortgagee of all or any portion of the property then owned by any property which is subject to this Agreement) an estoppel certificate which states (a) whether any monetary default then exists under this Agreement or, to the best of such property owner's knowledge, whether any other default exists under this Agreement and, if so, describing in reasonable detail the nature and extent of such default; (b) whether this Agreement has been amended, modified, or otherwise supplemented and, if so, attaching a copy of any such amendment, modification or supplement; (c) that such property owner agrees to provide any such buyer or mortgagee at the address actually disclosed to such party in writing with a copy of any notice required to be delivered hereunder; and (d) such other matters as may be reasonably acceptable to the party executing such certificate.

14. Notices. All notices, demands, requests, consents, approvals and other communications ("Notice" or "Notices") hereunder shall be in writing and delivered by personal delivery, courier or messenger service, express or overnight mail, or by registered or certified mail, return receipt requested and postage prepaid, addressed to the respective parties as follows:

If to GG Sharon: Robert I. Glimcher, President
GG SHARON CITY 1994 LIMITED PARTERSHIP
c/o Glimcher Group, Inc.
500 Grant Street, Suite 2000
Pittsburgh, PA 15219

15. Entire Agreement. This Agreement represents the entire agreement between the Parties relating to the subject matter contained herein.

GG SHARON CITY 1994
LIMITED PARTERSHIP:

By: GG SHARON CITY 2014, LLC
a Pennsylvania limited liability company
Its: General Partner

Name: _____

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF ALLEGHENY)

IN WITNESS WHEREOF, I have set my hand and official seal on this _____ day of _____, 2022.

My Commission Expires:



NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

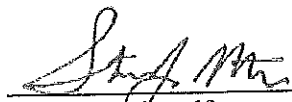
Legal Description
Brookgate Shopping Center
Remainder - Parcel "A"
February 16, 2022
File No. 13693C-LD001
Page 1 of 1

Situated in the City of Brookpark, County of Cuyahoga, and State of Ohio and known as being **Parcel "A"** in the "Lot Split Plat for Sharon City 1994 Limited Partnership", being part of Original Middleburg Township Lot no. 4, Section No. 1 as shown by the recorded plat in A.F.N. _____ of Cuyahoga County Records and **containing 6.2602 Acres (272,693 Square Feet) of land** as surveyed by Steven J. Metcalf, Registered Surveyor No. 8622-Ohio of Neff and Associates, Dated February, 2022.

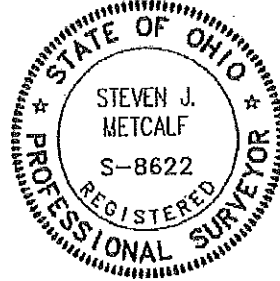
Be the same more or less, but subject to all legal highways and easements of record.

Being also known as Cuyahoga County Parcel No. _____

Monuments described as "iron pin set" are 5/8" x 30" rebar capped "Neff & Assoc #8622".



Steven J. Metcalf
Registered Surveyor No. 8622-Ohio





NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

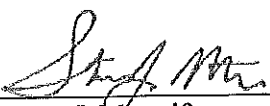
Legal Description
Brookgate Shopping Center
Remainder - Parcel "B"
February 16, 2022
File No. 13693C-LD002
Page 1 of 1

Situated in the City of Brookpark, County of Cuyahoga, and State of Ohio and known as being **Parcel "B"** in the "Lot Split Plat for Sharon City 1994 Limited Partnership", being part of Original Middleburg Township Lot no. 4, Section No. 1 as shown by the recorded plat in A.F.N. _____ of Cuyahoga County Records and **containing 0.9636 Acres (41,989 Square Feet) of land** as surveyed by Steven J. Metcalf, Registered Surveyor No. 8622-Ohio of Neff and Associates, Dated February, 2022.

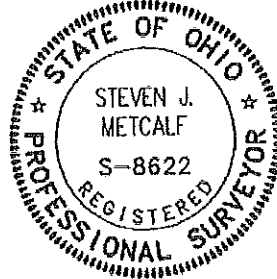
Be the same more or less, but subject to all legal highways and easements of record.

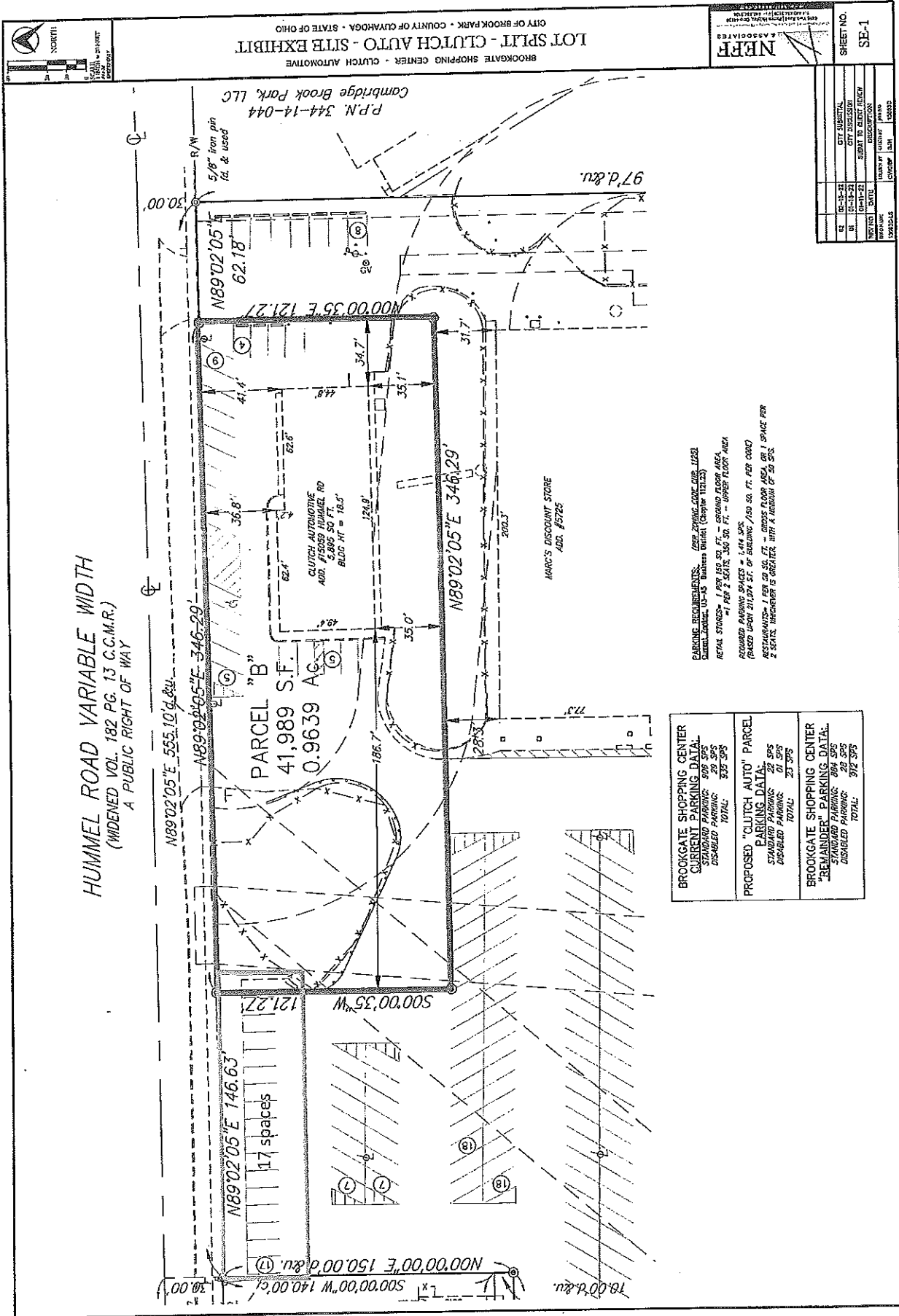
Being also known as Cuyahoga County Parcel No. _____

Monuments described as "iron pin set" are 5/8" x 30" rebar capped "Neff & Assoc #8622".



Steven J. Metcalf
Registered Surveyor No. 8622-Ohio





BROOKGATE SHOPPING CENTER	
CURRENT PARKING DATA:	
STANDARD PARKING:	508 SPS
DISABLED PARKING:	29 SPS
TOTAL:	537 SPS
PROPOSED "CLUTCH AUTO" PARCEL	
STANDARD PARKING:	20 SPS
DISABLED PARKING:	10 SPS
TOTAL:	30 SPS
BROOKGATE SHOPPING CENTER	
"REMAINDER" PARKING DATA:	
STANDARD PARKING:	498 SPS
DISABLED PARKING:	39 SPS
TOTAL:	537 SPS

PARKING REQUIREMENTS: (SEE ZONING CODE CHAPTER 17.02)
 Quanta Zoning, U-45 Business District (Chapter 17.02.05)

RETAIL STORES: 1 PER 150 SQ. FT. = GROUND FLOOR AREA
 1 PER 2 STALLS 150 SQ. FT. = UPPER FLOOR AREA

REQUIRED PARKING SPACES = 1,414 SPACES
 (BASED UPON 211,974 SF. OF BUILDING 150 SQ. FT. PER COORD.)

2 STALL SPACES: 1 PER 30 SQ. FT. = GROSS FLOOR AREA, OR 1 SPACE PER 2 STALLS, WHICHEVER IS GREATER, WITH A MINIMUM OF 50 SQ. ST.

01	02-10-22	QTY SUBTOTAL	
01	01-15-22	QTY DISCOUNT	
01	04-11-22	SUBWAY TO ELIMIN REVIEW	
INVO NO	DATE	DISCOUNT	
00000000		BASED BY CLIENT	PAID
		CHECK#	DATE
1506232-65			1506232



CITY OF BROOK PARK

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

EMAIL: buildingdept@cityofbrookpark.com
OFFICE 216.433.7412

MEMO

To	Carol Johnson, Clerk of Council	From	Katie DeSan, Planning & Zoning Secretary
Cc	Carol Horvath, Law Director Mayor Orcutt	Date	03/08/22
Re	Planning Commission Recommendation		

The following requests were approved at the Monday – March 7, 2022 Planning Commission meeting and should be forwarded to City Council for final action. If I can be of any further assistance, please do not hesitate to contact me.

Thank you,

Katie DeSan, Planning & Zoning Secretary
CITY OF BROOK PARK BUILDING DEPARTMENT
Office 216.433.7412 | Extension 4245
Email: kdesan@cityofbrookpark.com

1. **Agent, Steven Metcalf of Neff and Associates – Requests approval of the proposed Lot Split “Parcel B – Clutch Auto,” from PPN 344-13-001 located in the U3-A5 Zone. | If approved, request will be forwarded to City Council for final action |**

APPLICANT INFORMATION:

Steven Metcalf
c/o Neff & Associates
6405 York Road
Parma Heights, Ohio 44130
440.884.3100
smetcalf@neff-assoc.com

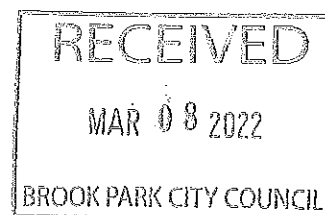
2. **Agent, Jason Linscott of Stein Investment Group - Requests the following approvals to construct a new Class-A Self Storage Facility “The Space Shop” at 14571 Snow Road, located in the U3-A Zone**

A. Request project & aesthetic approval

**B. Request a Conditional Use Permit to construct and operate “The Space Shop Self Storage”
| If approved, request will be forwarded to City Council for final action |**

APPLICANT INFORMATION:

Jason Linscott
c/o Stein Investments
5607 Glenridge Drive, Suite 200
Atlanta, GA 30342
770.580.2472
jason@steininvest.com





CITY OF BROOK PARK

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

EMAIL buildingdept@cityofbrookpark.com
OFFICE 216.433.7412

March 8, 2022

Jason Linscott
c/o Stein Investment Group
5607 Glenridge Drive, Suite 200
Atlanta, GA 30342

Please be advised,

The following: **Agent, Jason Linscott of Stein Investment Group - Requests an 8' height variance to construct a new Class-A Self Storage Facility "The Space Shop" at 14571 Snow Road, located in the U3-A Zone | Ordinance 1121.23 (g) | was APPROVED** at the City of Brook Park Board of Zoning Appeals meeting held Monday, March 7, 2022.

Additionally, the following: **Agent, Jason Linscott of Stein Investment Group - Requests the following approvals to construct a new Class-A Self Storage Facility "The Space Shop" at 14571 Snow Road, located in the U3-A Zone**

A. Request project & aesthetic approval

B. Request a Conditional Use Permit to construct and operate "The Space Shop Self Storage" | If approved, request will be forwarded to City Council for final action |

was **APPROVED** at the City of Brook Park Planning Commission meeting also held that evening. This request will be forwarded to City Council for final action. Carol Johnson, Clerk of Council will be in contact with you to provide further direction.

Please note, *if approved by City Council*, applicable permit applications, drawings and fees must be submitted to the Building Department for final review/approval; **ALL contractors/sub-contractors must register and Permits must be obtained PRIOR to any work beginning on this project.** Additionally, in accordance with Section 1101.09 of the City of Brook Park Ordinances:

- (a) After any project is approved by the Planning Commission, the person applying for such approval shall commence with construction not more than nine months after said approval or such approval shall be deemed revoked by the Commission.
- (b) All persons granted approval on projects by the Planning Commission shall apply for a permit with the Building Commissioner within 60 days of said approval; any person who has not applied for said permit shall have said approval revoked and may return to the Planning Commission for re-approval. (Ord. 9140-2004. Passed 10-19-04.)

If you require any further assistance, please do not hesitate to contact the Building Department Office.

Sincerely yours,

Katie DeSan

Planning & Zoning Secretary
CITY OF BROOK PARK BUILDING DEPARTMENT

Cc: jason@steininvest.com | jeffm@rcgventures.com | sam@rebeldevelop.com | file



MEMO

TO: Braden Thomas, Building Commissioner

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

DATE: February 21, 2022 3.7.22

SUBJECT: 14571 Snow Road - Space Shop (Former Bally's Building) - Planning Commission

CC: NB # 2

Mr. Thomas:

I have reviewed the Planning Commission Application (March meeting) for the above referenced project at the former Bally's Total Fitness Site (14571 Snow Road) and offer the following comments:

1. Recommend Lot Consolidation Plat be prepared as part of the proposed project.
2. Proposed "Covered Drop-Off Canopy" may impede access of firefighting equipment around southeast corner of the building.
3. The ability to construct any future parking will be hindered by the presence of an existing gas transmission line (and associated gas easement restrictions).
4. Future parking facilities may require additional storm water management facilities.
5. Verify turning radii (car and truck) for 90° driveway bends at the northeast and southeast building corners.
6. Recommend the removal of existing asphalt parking areas on PPN 344-14-035 and 344-14-041 easements that are no longer necessary to accommodate the needs of the proposed Space Shop Project.
7. Confirm with Fire Department as to the need for hydrants in the rear of the site/building.
8. Storm Water Management calculations are to be submitted with final plans to confirm compliance with the Codified Ordinances.
9. Final Site Plan is subject to revision based on review of final plans and storm water management calculations.

EUTHENICS, INC.

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

F:\Jobs\107\Misc-Plans\2022 Plan Reviews\01 Planning Commission\03 March\14571 Snow Road - Space Shop Storage\Thomas Memo 02212022.docx

OFFICERS

A. R. PIATAK, PE, PRESIDENT • E. R. PIATAK, PE, VICE PRESIDENT, TREASURER • D. T. BENDER, PE, VICE PRESIDENT • M. M. PILAT, PE, SECRETARY • A. N. CHUCRAY, PE
ASSOCIATES
R. A. BENDER • R. S. WASOSKY, PE, PS • M. E. KIMBERLIN, PE, PS • M. R. COSGRIFF, PE • L. A. BAKER, PE • B. P. SOPKO, PE • J. M. ZARANEC, PS



CITY OF BROOK PARK

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

EMAIL buildingdept@cityofbrookpark.com
OFFICE 216.433.7412

February 25, 2022

Jason Linscott
c/o Stein Investment Company
5607 Glenridge Drive, Suite 200
Atlanta, GA 30342

Please be advised,

The following appears on the City of Brook Park Board of Zoning Appeals Agenda: **Agent, Jason Linscott of Stein Investment Group - Requests an 8' height variance to construct a new Class-A Self Storage Facility "The Space Shop" at 14571 Snow Road, located in the U3-A Zone | Ordinance 1121.23 (g)|**

Additionally, the following appears on the City of Brook Park Planning Commission Agenda: **Agent, Jason Linscott of Stein Investment Group - Requests the following approvals to construct a new Class-A Self Storage Facility "The Space Shop" at 14571 Snow Road, located in the U3-A Zone**

A. Request project & aesthetic approval

B. Request a Conditional Use Permit to construct and operate "The Space Shop Self Storage" |
If approved, request will be forwarded to City Council for final action |

The Board of Zoning Appeals meeting will be held on Monday – March 7, 2022 at 7:00^{PM} in Brook Park City Council Chambers (located inside the John A. Polonye Community Center at 17400 Holland Road); the Planning Commission portion will be held at the immediate conclusion of the Zoning Meeting. It will be necessary for you to attend these meetings to answer any questions the Commissions may have relating to your requests.

The health and wellbeing of our residents, staff and visitors is a priority; we appreciate your understanding and ask that you follow current CDC guidelines (which are subject to change) to help minimize the spread of Covid-19. *Everyone ages 2 years and older should properly wear a well-fitting mask indoors in public in areas of substantial or high community transmission, regardless of vaccination status. Indoors in public: If you are not up to date on COVID-19 vaccines, stay at least 6 feet away from other people, especially if you are at higher risk of getting very sick with COVID-19.*

If you require any further assistance, please do not hesitate to contact me.

Sincerely yours,

Katie DeSan
Planning & Zoning Secretary

Cc: jason@steininvest.com | sam@rebeldevelop.com | file

* jeffm@revenue.com

EMAIL REQUEST TO LEGAL DEPARTMENT:

legalnotice@advance-ohio.com

DATE TO RUN NOTICE:

March 4, 2022

CONTACT:

Katie DeSan, City of Brook Park -- Building Department
5590 Smith Road | Brook Park | OH | 44142
P 216.433.7412 | F 216.433.4117

***Please email draft of notice and invoice to: kdesan@cityofbrookpark.com**

PUBLIC NOTICE

Pursuant with City of Brook Park Ordinance 1121.34, a Public Hearing of the Planning Commission will be held March 7, 2022 at 17400 Holland Road (at the conclusion of 7:00^{P.M.} Zoning meeting), to consider: *Agent, Jason Linscott of Stein Investment Group - Requests the following approvals to construct a new Class-A Self Storage Facility "The Space Shop" at 14571 Snow Road, located in the U3-A Zone A. Request project & aesthetic approval B. Request a Conditional Use Permit to construct and operate "The Space Shop Self Storage" | If approved, request will be forwarded to City Council for final action* | For details contact Katie DeSan, Planning Commission Secretary 216.433.7412

CITY OF BROOK PARK
BUILDING DEPARTMENT
5590 SMITH ROAD,
BROOK PARK, OHIO 44142
PHONE (216) 433-7412
FAX (216) 433-4117

Y OF BROOK PARK

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

www.cityofbrookpark.com/building-department
Office 216.433.7412

02/17/22 11:26AM **
000000 #9163 CLERK 1

COPY

2 @ \$75.00

\$150.00

MISC.

CHECK


\$150.00

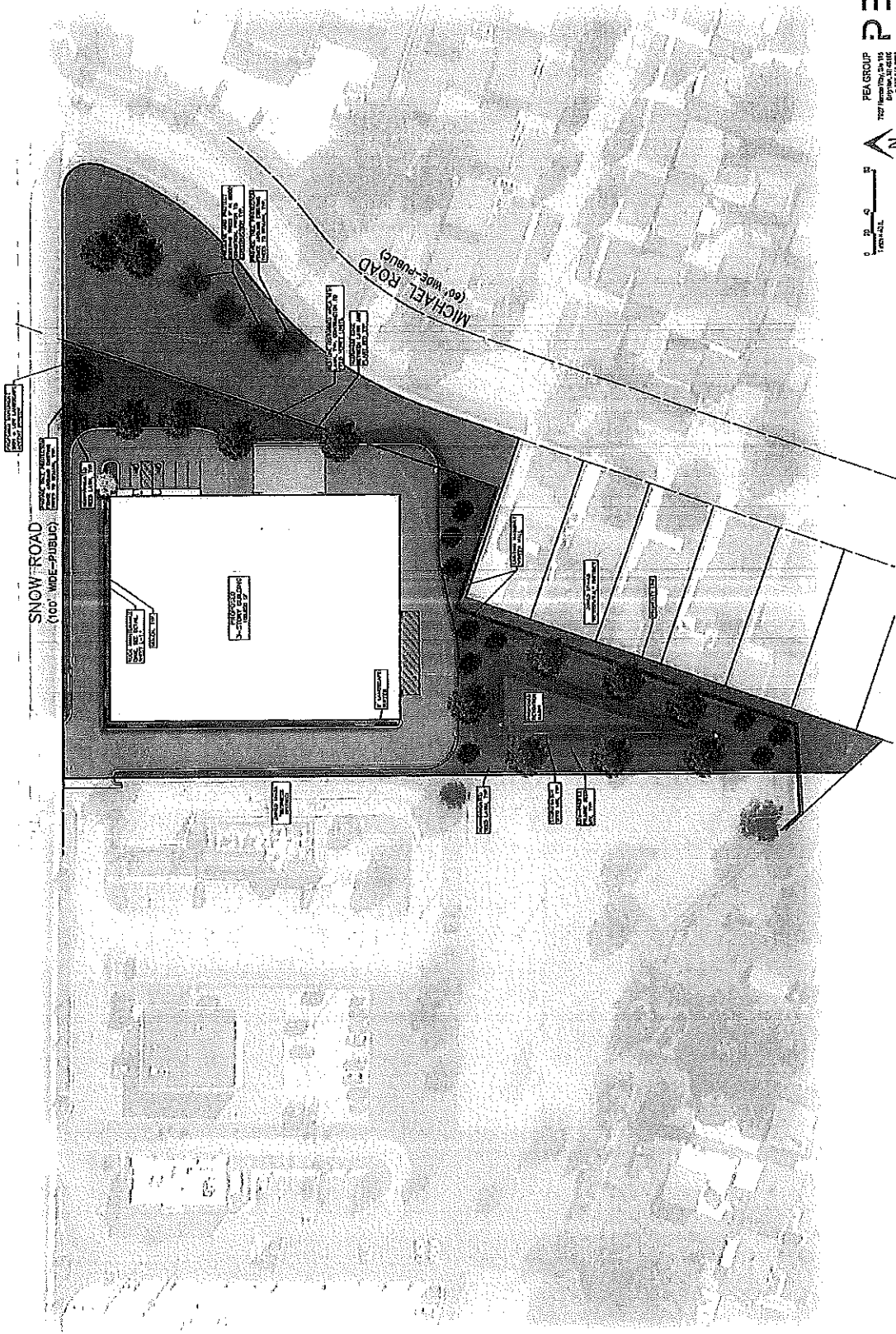
PLANNING COMMISSION APPLICATION

14571 Snow Road, Brook Park, OH 44142	<input type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL	ZONE	_____
344-14-042 & 344-15-177	BUSINESS NAME (If Applicable)	Former Bally's Total Fitness Building	

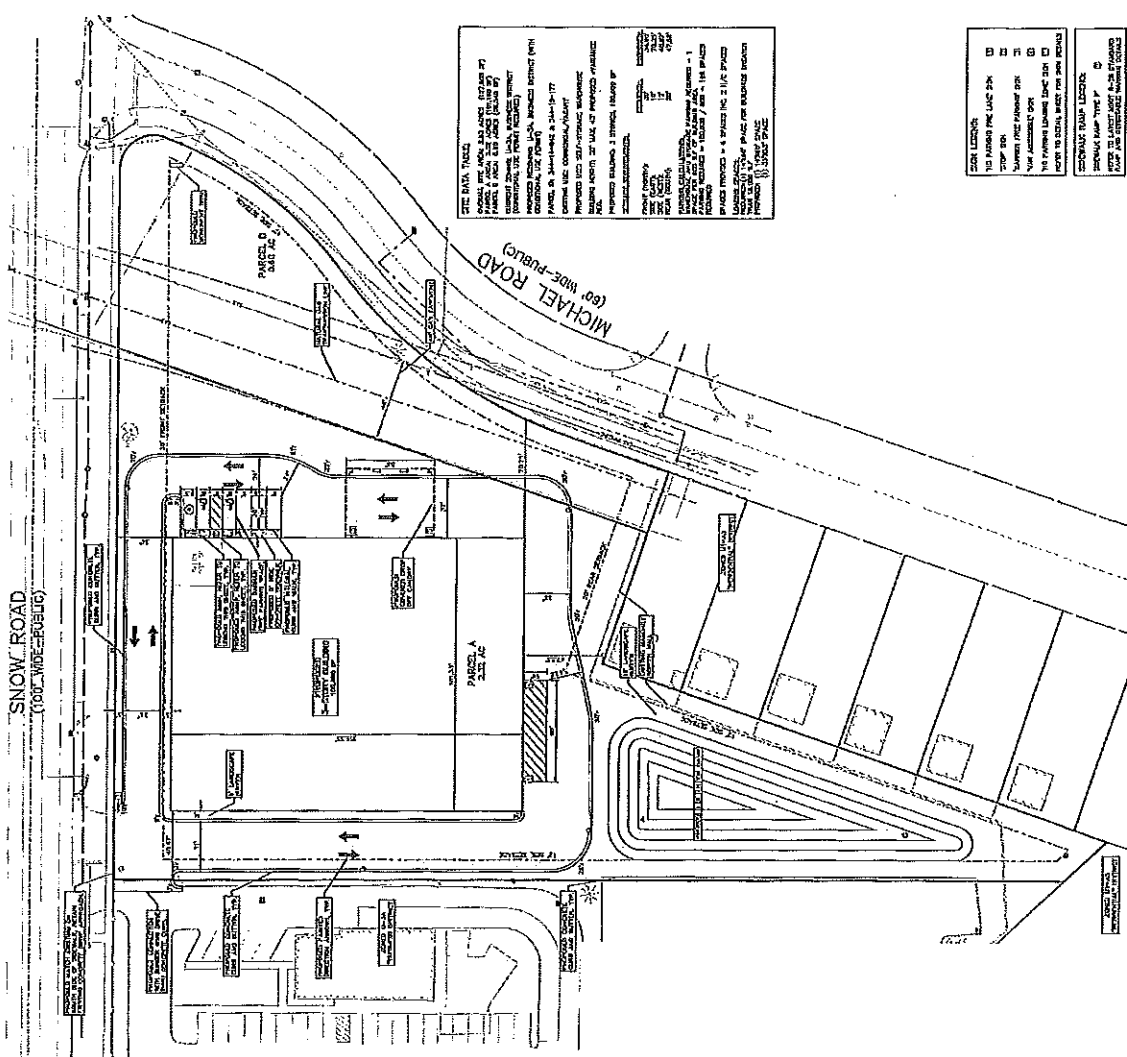
PROPERTY OWNER NAME(S)	Fitness Group Investment, LLC & George Family Enterprises, Ltd.			<input type="checkbox"/> Will Attend Meeting
Phone #	440-724-3594	Email	sam@rebeldevelop.com	
Street Address	18605 Detroit Avenue	City	Lakewood	Zip 44107
AGENT/CONTACT PERSON NAME(S)	Stein Investment Company / Jason Linscott			<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	770-580-2472	Email	jason@steininvest.com	
Street Address	5607 Glenridge Dr, Suite 200	City	Atlanta	Zip 30342

APPROVAL(S) REQUESTED	<input type="checkbox"/> Aesthetic / Project ²	<input checked="" type="checkbox"/> Conditional Use Permit ²
	<input type="checkbox"/> Front Porch	<input type="checkbox"/> Billboard ¹
	<input type="checkbox"/> Re-Zone ³	<input type="checkbox"/> Lot Split ^{3,4}
	<input type="checkbox"/> Lot Consolidation ^{3,4}	
	<input type="checkbox"/> Other:	
	¹ Provide Construction Drawings and/or Structural calculations ² Provide Detailed Business Plan ³ Provide Legal Description ⁴ Provide Lot Split / Consolidation Plat and Mylar	
SUMMARY OF REQUEST	Applicant requests a Conditional Use Permit and is contemporaneously requesting corresponding variances to allow for a Class-A Self-Storage facility in the existing U-3A Business District under Section 1121.23(c)(2) when self-storage facilities are not a specifically listed use in the Zoning Ordinance but similar in character and operation to the uses so listed and otherwise in conformance with the regulations.	

APPLICANT SIGNATURE		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Agent	DATE	2.15.2022
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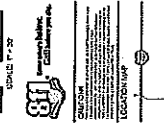
THE SPACE SHOP



PEA GROUP
1501 E 12th Ave
Denver, CO 80202
303.733.1234

LEGEND

Symbol	Description
[Symbol]	Proposed Building Footprint
[Symbol]	Proposed Parking Area
[Symbol]	Proposed Driveway
[Symbol]	Proposed Walkway
[Symbol]	Proposed Landscaping
[Symbol]	Proposed Fencing
[Symbol]	Proposed Signage
[Symbol]	Proposed Utility Lines
[Symbol]	Proposed Stormwater Management
[Symbol]	Proposed Accessory Dwelling Unit
[Symbol]	Proposed Detached Garage
[Symbol]	Proposed Attached Garage
[Symbol]	Proposed Pool
[Symbol]	Proposed Deck
[Symbol]	Proposed Patio
[Symbol]	Proposed Fire Pit
[Symbol]	Proposed Fire Hydrant
[Symbol]	Proposed Fire Alarm
[Symbol]	Proposed Fire Sprinkler
[Symbol]	Proposed Fire Extinguisher
[Symbol]	Proposed Fire Escape
[Symbol]	Proposed Fire Ladder
[Symbol]	Proposed Fire Hose
[Symbol]	Proposed Fire Alarm Control Panel
[Symbol]	Proposed Fire Alarm Pull Station
[Symbol]	Proposed Fire Alarm Sounder
[Symbol]	Proposed Fire Alarm Notification Appliance
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[Symbol]	Proposed Fire Alarm Notification Appliance
[Symbol]	Proposed Fire Alarm Control Unit



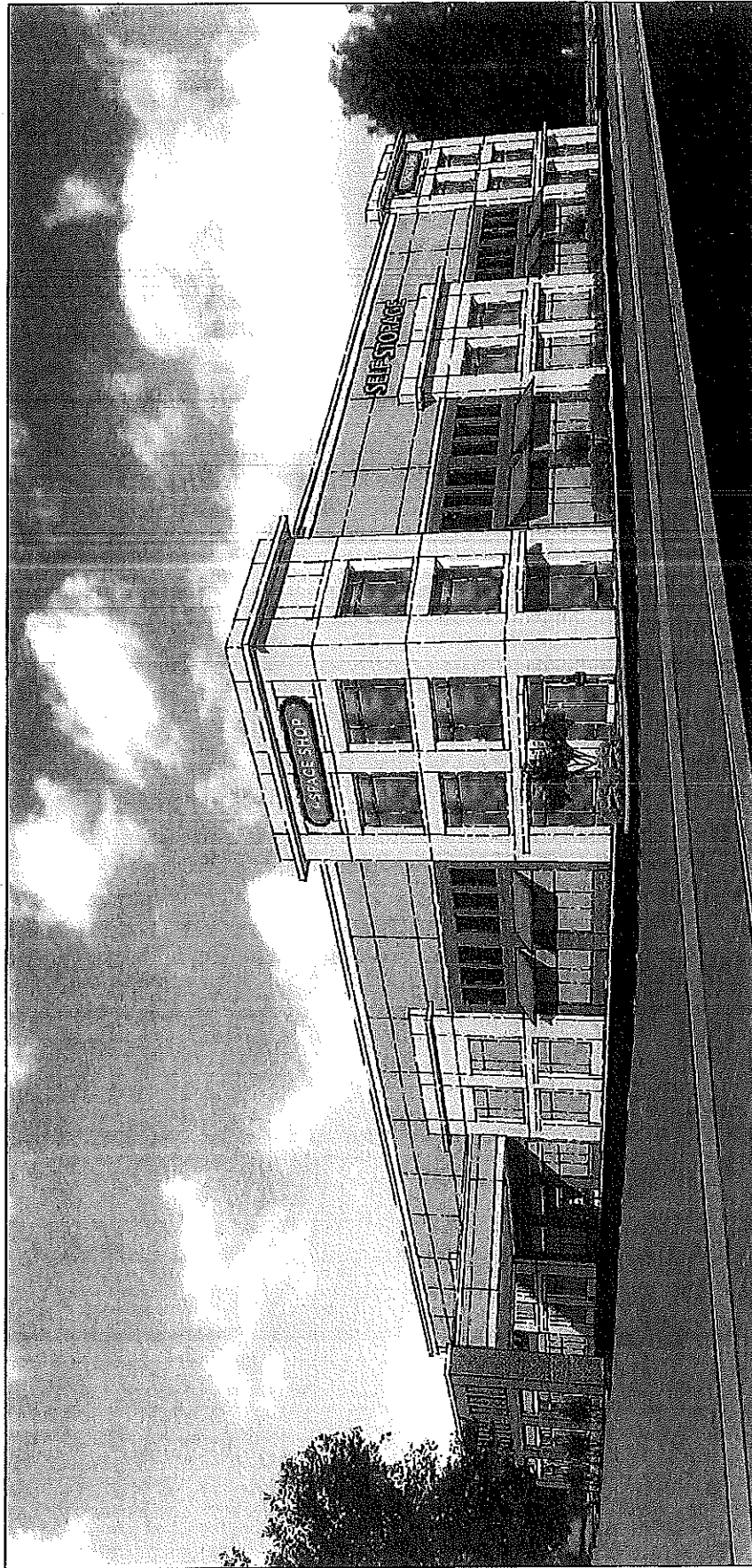
STEIN INVESTMENT GROUP
1501 E 12th Ave
Denver, CO 80202
303.733.1234

THE SPACE SHOP
1501 E 12th Ave
Denver, CO 80202
303.733.1234

PRELIMINARY SITE PLAN

Item	Quantity	Unit
Proposed Building Footprint	1	Sq Ft
Proposed Parking Area	1	Sq Ft
Proposed Driveway	1	Sq Ft
Proposed Walkway	1	Sq Ft
Proposed Landscaping	1	Sq Ft
Proposed Fencing	1	Sq Ft
Proposed Signage	1	Sq Ft
Proposed Utility Lines	1	Sq Ft
Proposed Stormwater Management	1	Sq Ft
Proposed Accessory Dwelling Unit	1	Sq Ft
Proposed Detached Garage	1	Sq Ft
Proposed Attached Garage	1	Sq Ft
Proposed Pool	1	Sq Ft
Proposed Deck	1	Sq Ft
Proposed Patio	1	Sq Ft
Proposed Fire Pit	1	Sq Ft
Proposed Fire Hydrant	1	Sq Ft
Proposed Fire Alarm	1	Sq Ft
Proposed Fire Sprinkler	1	Sq Ft
Proposed Fire Extinguisher	1	Sq Ft
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Proposed Fire Alarm Pull Station	1	Sq Ft
Proposed Fire Alarm Sounder	1	Sq Ft
Proposed Fire Alarm Notification Appliance	1	Sq Ft
Proposed Fire Alarm Control Unit	1	Sq Ft

NOT FOR CONSTRUCTION C-3.0

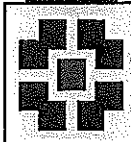


The Space Shop

Brook Park, OH

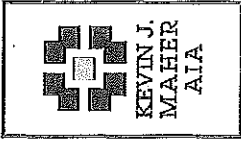
PLACE MAKER DESIGN

1000 Circle 75 Parkway • Suite 400 • Allenton, Georgia 30336



#21048

06/08/21



KEVIN J.
MAHER
AIA

DATE	
PROJECT	
CLIENT	
ARCHITECT	
ENGINEER	
INTERIOR DESIGNER	
LANDSCAPE ARCHITECT	
MECHANICAL ENGINEER	
ELECTRICAL ENGINEER	
PLUMBING ENGINEER	
ENVIRONMENTAL ENGINEER	
STRUCTURAL ENGINEER	
TRANSPORTATION ENGINEER	
WATER RESOURCES ENGINEER	
WIND ENGINEER	
NOISE ENGINEER	
TRAVEL ENGINEER	
VEHICLE ENGINEER	
AVIATION ENGINEER	
SPACE ENGINEER	
TELECOMMUNICATIONS ENGINEER	
OTHER	

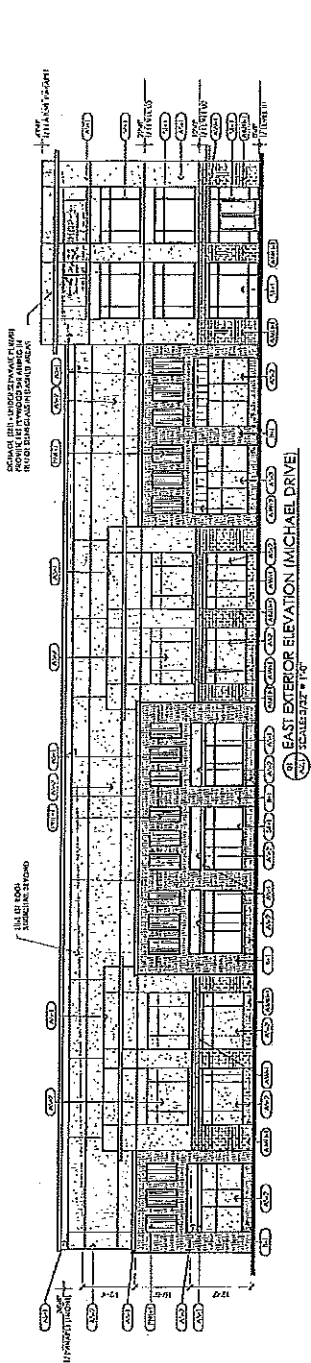
THE SPACE SHOP
BROOK PARK
11550 CIRCLE 75, SUITE 200
BROOK PARK, OHIO 44111
937.441.1111
WWW.THESPACESHOP.COM



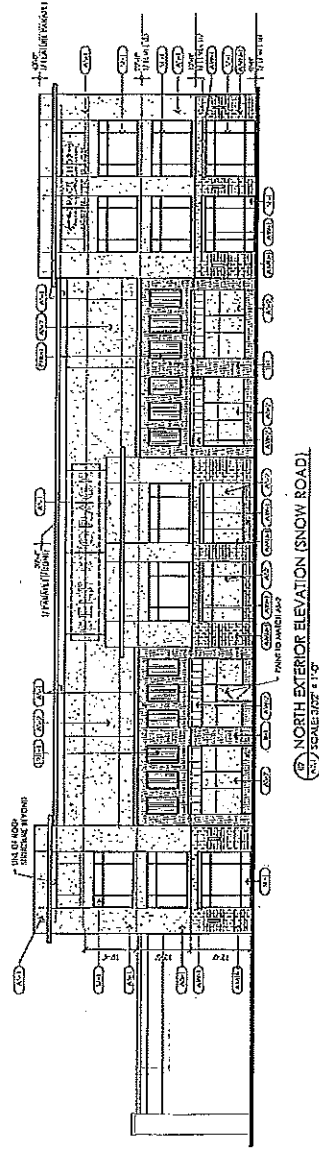
KEVIN J. MAHER, AIA
11550 CIRCLE 75, SUITE 200
BROOK PARK, OHIO 44111
937.441.1111
WWW.THESPACESHOP.COM

EXTERIOR
ELEVATIONS

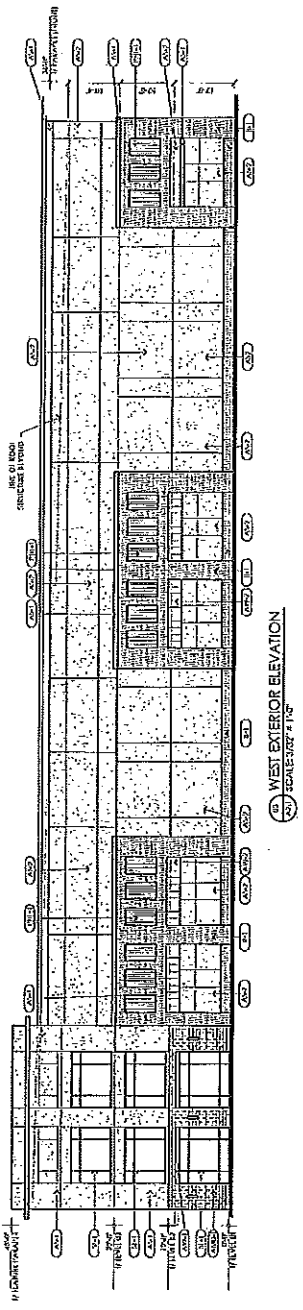
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81 EAST EXTERIOR ELEVATION (MICHAEL DRIVE)
SCALE: 1/8" = 1'-0"

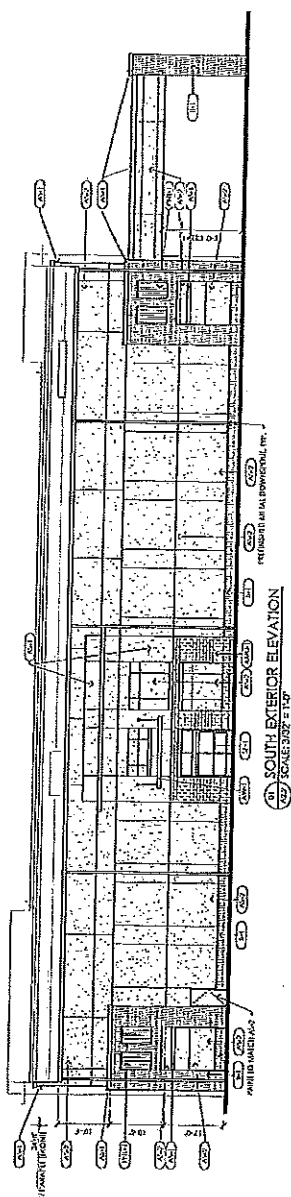
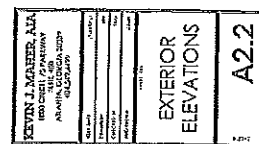


82 NORTH EXTERIOR ELEVATION (SNOW ROAD)
SCALE: 1/8" = 1'-0"



83 WEST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL SCHEDULE
1-1 ALUMINUM RIBBON
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[illegible]

3-1-22 Legislative
CA 3-8-22
1st R 3-15-22
2nd R
3rd R
Amended 3-11-22

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11242-2022

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ACCEPT THE DONATION AND TRANSFER OF LAND
KNOWN AS PERMANENT PARCEL NO. 344-03-103,
AND DECLARING AN EMERGENCY

WHEREAS, Margaret W. Young, owner of the property located on West 149th Street, Brook Park, Ohio known as Permanent Parcel No. 344-03-103 has offered to donate and transfer this property to the City of Brook Park; and

WHEREAS, the donation and transfer of this property located at 5211 West 149th Street, Brook Park, Ohio known as Permanent Parcel No. 344-03-103 would be beneficial to the City of Brook Park for future economic development; and

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

SECTION 1: The Mayor is hereby authorized to accept the donation of PPN 344-03-103, a parcel of property which is further described and attached hereto and incorporated herein as if fully rewritten as Exhibit "A".

SECTION 2: The City of Brook Park shall pay \$1.00 for PPN 344-03-103.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to accept the donation and transfer of property located at 5211 West 149th Street, Brook Park,

Ohio known as Permanent Parcel No. 344-03-103; 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: _____

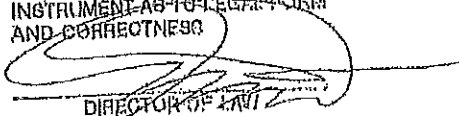
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW



Know all Men by these Presents

That Margaret M. Young, the Grantor.

Who claim title by or through instrument, recorded in AFN 201804230455, County Of Cuyahoga Recorder's Office, for the gives good causes and considerations thereunto moving, and especially for The sum of Ten dollars or more (\$10.00) Received to my full satisfaction of
CITY OF BROOK PARK The Grantee,

Who Tax Mailing Address will be 6161 Engle Road, Brook Park, OH 44142

Do

Give, Grant, Warrant, Sell and Convey unto the said Grantees,
the following described premises:

Situated In the City of Brook Park, County of Cuyahoga and State of Ohio and known as being all of Sublot Nos. 85, and 86 and part of Sublot No. 84 in Block 3 along with one half of a vacated alley in Fairlawn Subdivision of part of Original Middleburgh Township Lot No. 6, Section No. 1 as recorded in Volume 16, Page 26 of Cuyahoga County Map Records.

Beginning at a drill hole set at the northwest corner of said Sublot No. 86 and being at the intersection of the south line of Elm Avenue, 40.00 feet wide, and the east line of West 149th Street, 50.00 feet wide;

Thence South 88°51'00" East along said south line of Elm Avenue, 109.00 feet to a 5/8" capped iron pin (cap ID Kole & Assoc S-7889) set at a point in the centerline of a 12 foot wide vacated alley and finding a bent 1/2" iron pin to be south 1.34 feet and east 0.05 feet;

Thence South 03°17'00" West along said centerline of the vacated alley, 65.00 feet to a 5/8" capped iron pin (cap ID Kole & Assoc S-7889) set;

Thence North 88°51'00" West and parallel with said south line of Elm Avenue, 109.00 feet to a 5/8" capped iron pin (cap ID Kole & Assoc S-7889) set in said east line of West 149th Street;

Thence North 03°17'00" East along said east line of West 149th Street, 65.00 feet to the point of beginning and containing 0.1625 acres of land (7,080 square feet) as surveyed in November, 2017 by Richard J. Kole, Ohio Surveyor #7889, of R.M. Kole & Associates, Corp., Professional Land Surveyors,

Subject, however, to all legal rights-of-way of previous record.
Basis of bearings: The bearing for the centerline line of West 149th Street (North 03°17'00" East), as shown in the plat recorded in Volume 16, Page 26 of Cuyahoga County Map Records, is the reference meridian for this survey.

PPN 344-03-103

Be the same more or less but subject to all legal highways

To have and to hold the above granted and bargained premises with the appurtenances thereunto belonging, unto the said Grantees.

And the said Grantor, for her and her heirs, executors and administrators, hereby covenant with the said Grantee, that said Grantor, the true and lawful owner of said premises, and well seized of the same in fee simple, and good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances,

And further, that said Grantor will warrant and defend the same against all claims of all persons whatsoever, except as hereinbefore provided.

And for valuable consideration Do I hereby remise, release and forever quit-claim unto the said Grantee, all right and expectancy of Dower in the above described premises.

In Witness Whereof I have hereunto set my hand, this 2nd day of June, in the year of our Lord Two thousand and twenty one.

Margaret W. Young
Margaret W. Young

State of Ohio }
Cuyahoga County } ss

Before me, a notary public in and for said County and State, personally appeared the above-named Margaret W. Young

Who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Brook Park, Ohio this 2nd day of June, A.D. 2021

Michelle Blazak
Notary Public, State of Ohio
My Commission Expires:

This instrument prepared by
Margaret W. Young



MICHELLE BLAZAK
Notary Public
State of Ohio
My Comm. Expires
July 20, 2025

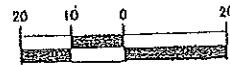
AS-BUILT SURVEY

Known as Parcel 2 in a proposed Lot Split and Consolidation Plat of part of Original Middleburgh Township Lot No. 6, Section No. 1, Now situated in the City of Brook Park, County of Cuyahoga, Ohio.



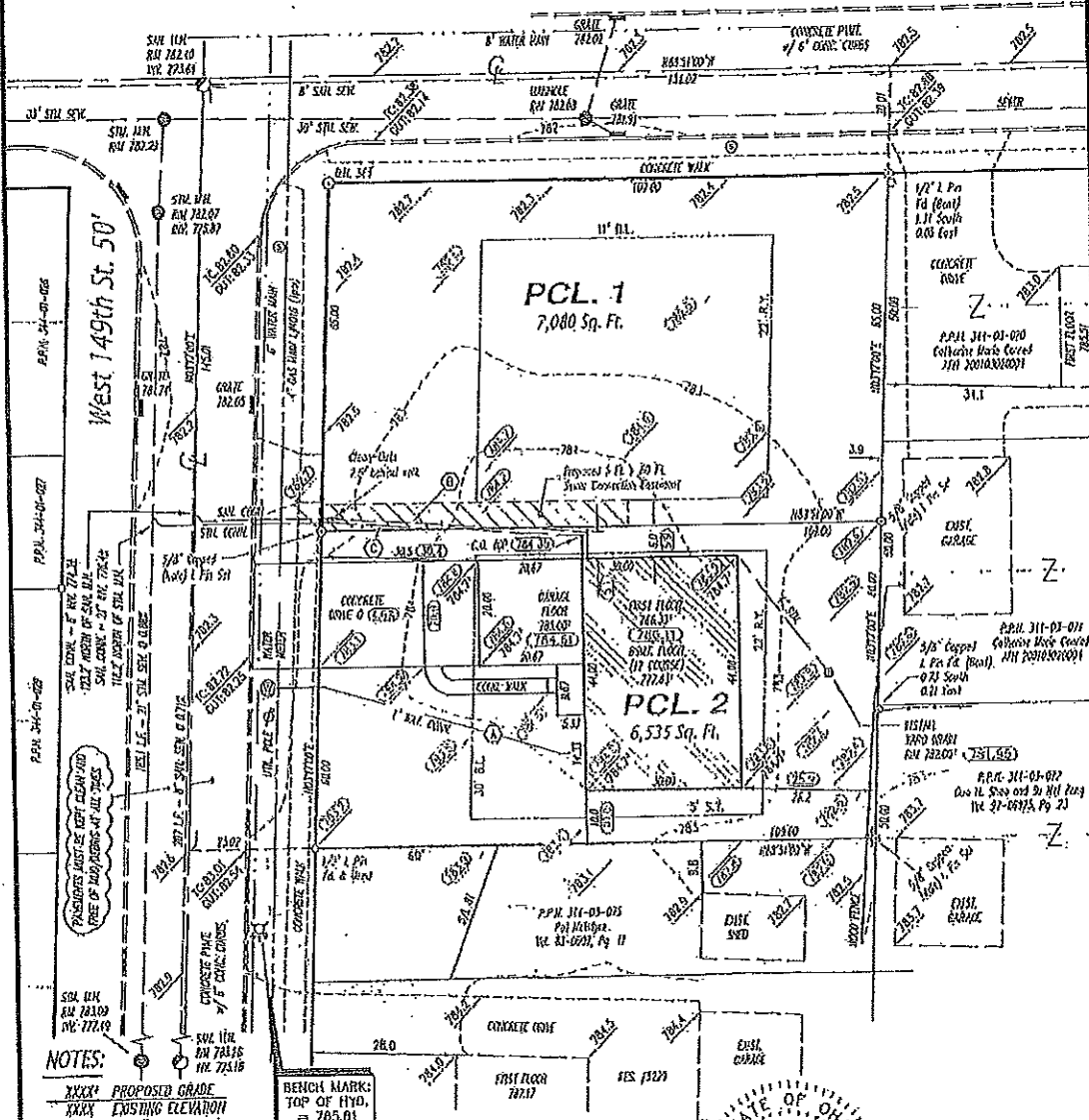
NORTH

GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT.
APRIL 27, 2018
JULY 2, 2018
JULY 31, 2019
AS-BUILT SURVEY.

Elm Avenue 40'



NOTES:

- XXXX PROPOSED GRADE
- XXXX EXISTING ELEVATION
- XXXX EX. CONTOUR
- XXXX PROP. CONTOUR
- XXXX INDICATES DIRECTION OF SURFACE WATER AFTER FINAL GRADING.

BENCH MARK: TOP OF HYDRANT
FRONT OF P.P.H. 343-03-075
ELEVATION = 785.81

THIS PLAN FOR SITE PURPOSES ONLY, REFER TO HOUSE PLANS FOR FOUNDATION DETAILS AND DIMENSIONS.

VERIFY MINIMUM SLOPE OF 1% FROM BOTTOM OF FOOTER TO STORM AND SANITARY LATERALS. IF 1% CANNOT BE ACHIEVED, CONTACT DESIGN ENGINEER.

EXISTING CONNECTIONS NOT FOUND IN FIELD. LOCATION PLOTTED FROM AVAILABLE INFORMATION. LOCATIONS AND DEPTHS TO BE VERIFIED IN FIELD BY CONTRACTOR PRIOR TO CONSTRUCTION.

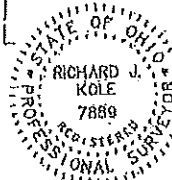
- BUILDER/LANDSCAPER TO MAINTAIN POSITIVE DRAINAGE AWAY FROM HOUSE.
- SUMP PUMP REQUIRED FOR FOOTER DRAIN.
- 5/8" CAPPED IRON PIN TO BE SET

AS-BUILT GRADE CERTIFICATION

I HEREBY CERTIFY THAT ACTUAL FIELD OBSERVATIONS OF ELEVATIONS HAVE BEEN MADE UNDER MY SUPERVISION ON JULY 22, 2019 AND THAT THE GRADES SHOWN ACCURATELY DEPICT THE AS-BUILT CONDITIONS OBSERVED.

Richard J. Kole 7/31/19
RICHARD J. KOLE, CSD SURVEYOR 7889 DATE

- (509.5) INDICATES "AS-BUILT" DATA
- 500 --- INDICATES AS-BUILT CONTOUR LINE



CONNECTIONS:

- (A) = 1" TYPE 'K' COPPER
 - (B) = 6" SDR PVC (ASPI 3014) w/ GASKETS, 1X 10'
 - (C) = 6" SDR PVC (ASPI 3014) w/ GASKETS, 1X 10'
- PREMIUM FILL FOR UTILITY MENSURES UNDER DRIVE & WALKS.



5115 Ridge Road - Highland, Ohio 44133
Phone: (440) 533-7117 - Fax: (440) 533-7119
File No. 17245 PLOT 1011

CA 3-1-22 Safety
3-8-22
1st R 3-15-22
2nd R
3rd R
R/C

CITY OF BROOK PARK, OHIO

Amended 3-11-22

ORDINANCE NO: 11243
H2343-2022

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH
GREATER CLEVELAND AUTO AUCTION, PUBLIC AUCTIONEERS,
FOR THE PURPOSE OF AUCTIONING A FORFEITED 2010 MAZDA 4D VEHICLE
AND A 2006 BMW 4D 325 VEHICLE, AND DECLARING AN EMERGENCY

WHEREAS, Greater Cleveland Auto Auction will provide the
City of Brook Park with Auction services for two forfeited
vehicles; a 2010 Mazda 4 Door car and a 2006 BMW 4 Door 325 car,
that were forfeited in OVI cases; and

WHEREAS, Greater Cleveland Auto Auction will charge the City
of Brook Park a selling fee of \$100.00 per auctioned vehicle; and

WHEREAS, it is in the best interest of the City of Brook
Park that said agreement be entered into;

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

SECTION 1: The Mayor is hereby authorized and directed to
enter into an agreement with Greater Cleveland Auto Auction, for
the purpose of disposing of forfeited vehicles, a list of which is
attached hereto and incorporated herein as Exhibit "A" at a public
sale.

SECTION 2: The money needed for the aforesaid transaction
shall be paid from the Law Enforcement Fund 270, theretofore
appropriated for said purpose.

SECTION 3: Proceeds from the sale shall be deposited into Law
Enforcement Fund 270.

SECTION 3: It is found and determined that all formal actions
of this Council concerning and relating to the adoption of this
Ordinance were adopted in an open meeting of this Council, and that
all deliberations of this Council and of any of its committees that
resulted in such formal action were in meetings open to the public

in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to provide for an agreement between Greater Cleveland Auto Auction and the City of 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

OHIO CERTIFICATE OF TITLE

STATE OF OHIO

TITLE No. 18 1388 7555

ISSUE DATE 02/16/2022

ISSUING COUNTY CUYAHOGA
ISSUING TITLE OFFICE # 1804
RESIDENT COUNTY CUYAHOGA

ORIGINAL

IDENTIFICATION NUMBER
1YVHZBBH65M32770

MAKE
MAZD

MAKE DESCRIPTION
MAZDA

MODEL DESCRIPTION

BODY TYPE
4D

MILEAGE
81,255

MILEAGE NOTATION
ACTUAL

PURCHASE PRICE
\$0.00

EXEMPT
CO

CONVERSION

EVIDENCE
OH-1810026001

COMMENTS
COURT ORDER

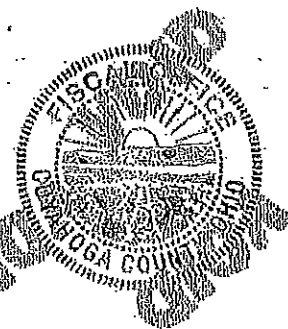
NOTATION(S)

OWNER(S)
BROOK PARK POLICE DEPARTMENT

17401 HOLLAND RD
BROOK PARK OH 44142

PREVIOUS OWNER(S)
JASON E BRADLEY

6649 SPRINGDALE DR
MIDDLEBURG HTS, OH 44130



WITNESS MY HAND AND OFFICIAL SEAL THIS 16TH DAY OF FEBRUARY, 2022

%214875558



%214875558

MICHAEL CHAMBERS
FISCAL OFFICER

G
PMB

TITLE DOCUMENT CONTAINS OHIO WATERMARK WHICH IS VISIBLE WHEN HELD TO LIGHT

ERASURES AND ALTERATIONS VOID THIS TITLE

OHIO CERTIFICATE OF TITLE

STATE OF OHIO

TITLE No. 18 1267 1593

ISSUE DATE 06/12/2019

ISSUING COUNTY CUYAHOGA
ISSUING TITLE OFFICE # 1804
RESIDENT COUNTY CUYAHOGA

ORIGINAL

IDENTIFICATION NUMBER
WBAVD13568 07745

MAKE
BMW

MAKE DESCRIPTION
BMW

MODEL DESCRIPTION
325

BODY TYPE
4D

MILEAGE
EXEMPT

MILEAGE NOTATION

PURCHASE PRICE
\$0.00

EXEMPT
CO

CONVERSION

EVIDENCE
OH-850087415

COMMENTS
COURT ORDER

NOTATION(S)

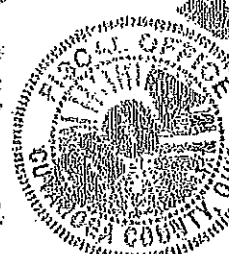
OWNER(S)
CITY OF BROOKPARK

6161 ENGLE RD
BROOKPARK OH 44142

PREVIOUS OWNER(S)
COURT ORDER

COURT ORDER
COURT ORDER, OH

OHIO
REGISTERED VEHICLES
10/1/2019



WITNESS MY HAND AND OFFICIAL SEAL THIS 12TH DAY OF JUNE 2019

%203526410



%203526410

DENNIS G KENNEDY
FISCAL OFFICER

G

MMH
MMH

TITLE DOCUMENT CONTAINS OHIO WATERMARK WHICH IS VISIBLE WHEN HELD TO LIGHT

ERASURES AND ALTERATIONS VOID THIS TITLE

ERASURES AND ALTERATIONS VOID THIS TITLE

PETER A. SACKETT
Assistant Law Director & Prosecutor
City of Brook Park OH

February 24, 2022

Martin S. Healy
Asst. Director of Finance
City of Brook Park

RE: Proceeds from sale of vehicles forfeited
in OVI cases.

Dear Mr. Healy:

As we discussed, BPPD has two vehicles which they wish to dispose of by Public Sale. Ohio Revised Code §4503.234, Order of Criminal Forfeiture provides, *inter alia*, as follows:

§4503.234(C)(2): A vehicle ordered criminally forfeited to the state pursuant to this section shall be disposed of as follows:

[T]he vehicle shall be sold, without appraisal, if the value of the vehicle is two thousand dollars or more as determined by publications of the national auto dealer's association, at a public auction to the highest bidder for cash.

Prior to the sale, the prosecuting attorney in the case shall cause a notice of the proposed sale to be given in accordance with law. The court shall cause notice of the sale of the vehicle to be published in a newspaper of general circulation in the county in which the court is located at least seven days prior to the date of the sale.

Mr. Martin S. Healy
Page Two
February 24, 2022

The proceeds of a sale shall be deposited in the – Law Enforcement Trust Fund. ORC §2981.13(C).

If you have any questions, please let me know.

Very truly yours,

Peter A. Sackett
Assistant Director of Law/Prosecutor
Brook Park OH

PAS/ms

cc: Sgt. Tornabene, BPPD

P/C 3-15-22 Legislative
CA PRUC 3-1-22
1st R 3-1-22
2nd R 3-15-22
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

RESOLUTION NO. 4-2022

INTRODUCED BY: MAYOR ORCUTT

A RESOLUTION APPROVING PARTICIPATION IN REGION 3 GOVERNANCE
STRUCTURE UNDER THE ONEOHIO MEMORANDUM OF UNDERSTANDING, AND
DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park has adopted and approves the OneOhio Memorandum of Understanding ("The Memorandum"), which establishes a mechanism to disburse settlement proceeds from opioid litigation into Ohio's communities to help abate the opioid crisis, including allocations to local governments and regions through a statewide foundation; and

WHEREAS, this jurisdiction is a participant in Region 3 as established by The Memorandum; and

WHEREAS, pursuant to The Memorandum each Region shall create their own governance structure so it ensures all local governments have input and equitable representation regarding regional decisions including representation on the statewide Foundation Board and selection of projects to be funded from the region's regional share; and

WHEREAS, Regions have the responsibility to make submissions regarding the allocation of funds to projects that will equitably serve the needs of the entire region; and

WHEREAS, it is found that the regional governance structure attached hereto as **Exhibit A** ensures all local governments in this region have input and equitable representation regarding regional decisions under The Memorandum.

NOW THEREFORE, be it resolved by the Council of the City of Brook Park that:

SECTION 1: Subject to and effective upon the concurrence of all local governments in in Region 3 (Cuyahoga County), this Council hereby approves and enters into the regional governance agreement attached hereto as **Exhibit A**.

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 reason to approve the participation in the region 3 governance structure under the OneOhio Memorandum of Understanding, therefore, provided that 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

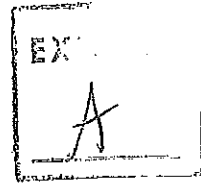
APPROVED: _____

MAYOR

DATE

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


DIRECTOR OF LAW



ONE OHIO MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and,

Whereas, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio;

Now therefore, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Ohio acting through its Governor and Attorney General.
2. "Local Government(s)" shall mean all counties, townships, cities and villages within the geographic boundaries of the State of Ohio.
3. "The Parties" shall mean the State of Ohio, the Local Governments and the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation.
4. "Negotiating Committee" shall mean a three-member group comprising one representative for each of (1) the State; (2) the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation ("PEC"); and (3) Ohio Local Governments (collectively, "Members"). The State shall be represented by the Ohio Attorney General or his designee. The PEC shall be represented by attorney Joe Rice or his designee. Ohio Local Governments shall be represented by attorney Frank Gallucci, or attorney Russell Budd or their designee.
5. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State, PEC and the Local Governments.

6. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Memorandum of Understanding.
7. "Approved Purpose(s)" shall mean evidence-based forward-looking strategies, programming and services used to (i) expand the availability of treatment for individuals affected by substance use disorders, (ii) develop, promote and provide evidence-based substance use prevention strategies, (iii) provide substance use avoidance and awareness education, (iv) decrease the oversupply of licit and illicit opioids, and (v) support recovery from addiction services performed by qualified and appropriately licensed providers, as is further set forth in the agreed Opioid Abatement Strategies attached as Exhibit A. For purposes of the Local Government Share, "Approved Purpose(s)" will also include past expenditures.
8. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.
9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 30% going to Local Governments ("LG Share"), 55% to the Foundation (structure described below) ("Foundation Share"), and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio ("State Share").
2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition. The LG Share may also be used for past expenditures so long as the expenditures were made for purposes consistent with the remaining provisions of the Approved Purposes definition. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action that explains its determination that its prior expenditures for Approved Purposes are greater than or equal to the amount of the LG Share that the Local Government seeks to use for restitution.
3. The division of Opioid Funds paid to Local Governments participating in an individual settlement shall be based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of Opioid Funds. The allocations are set forth in Exhibit B. With respect to Opioid Funds, the allocation shall be static.
4. In the event a Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Local Government shall be redistributed equitably based on the

composition of the successor Local Government. If a Local Government for any reason is excluded from a specific settlement, the allocation percentage for that Local Government shall be redistributed equitably among the participating Local Governments.

5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
6. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Foundation and disbursed as set forth below.
7. The LG Share shall be paid in cash and directly to Local Governments under a settlement or judgment, or through an administrator designated in the settlement documents who shall hold the funds in trust in a segregated account to benefit the Local Governments to be promptly distributed as set forth herein.
8. Nothing in this MOU should alter or change any Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties to seek and negotiate binding settlement or settlements with one or more defendants for all parties within Ohio.
9. Opioid Funds directed to the Foundation shall be used to benefit the local community consistent with the by-laws of the Foundation documents and disbursed as set forth below.
10. The State of Ohio and the Local Governments understand and acknowledge that additional steps should be undertaken to assist the Foundation in its mission, at a predictable level of funding, regardless of external factors.
11. The Parties will take the necessary steps to ensure there is the ability of a direct right of action under the expedited docket rules to the Ohio Supreme Court relative to any alleged abuse of discretion by the Foundation.

C. Payment of Counsel and Litigation Expenses

1. The Parties agree to establish a Local Government Fee Fund ("LGFF") to compensate counsel for Local Governments if the Parties cannot secure the separate payment of fees and associated litigation expenses for their counsel from a settling entity.
2. The LGFF shall be calculated by taking 11.05% of the total monetary component of any settlement accepted ("LGFF Amount"). Fees related to product or other items of value shall be addressed case by case.

3. The first 45% of the LGFF amount shall be drawn from the LG Share. The remaining 55% shall be drawn from the Foundation Share. No portion of the LGFF Amount may be assessed against or drawn from the State Share.
4. To the extent the Parties can secure the separate payment of fees and associated litigation expenses from a settling entity, the amount to be drawn for the LGFF will be proportionally reduced.
5. This LGFF Amount will be deposited into the LGFF and shall be utilized for purposes of satisfying Local Government contingent fee contracts. In the absence of a National Prescription Opiate MDL settlement with any defendant settling through this One Ohio Memorandum of Understanding, the LGFF may be subject to a common benefit assessment. In the event of a common benefit assessment, the assessment shall be paid from the LGFF and in no instance shall an assessment cause the LGFF to be more than 11.05% of the total monetary component of any settlement accepted. In no instance shall any assessment be collected from the State Share, Foundation Share or Local Government Share.
6. Local Government contingent fee contracts shall be capped at 25% or the actual contract rate whichever is less. Eligible contingent fee contracts shall be executed as of March 6, 2020 and subject to review by the committee designated to oversee the Local Government Fee Fund.
7. Common Benefit awards will be coordinated as set forth in the M.D.L. Common Benefit Fee Order. Expenses will be addressed consistent with the manner utilized in the M.D.L.
8. Any balance left in the LGFF following the payment of fees shall revert to the Foundation.
9. Any attorney fees related to representation of the State of Ohio shall not be paid from the LGFF but paid directly from the State Share or through other sources.

D. The Foundation

1. The State of Ohio will be divided into 19 Regions (See attached Exhibit C). Eight of the regions will be single or two county metropolitan regions. Eleven of the regions will be multi-county, non-metropolitan regions.
2. Each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the region's Regional Share. The Expert Panel (defined below) may consult with and may make recommendations to Regions on projects to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects that will equitably serve the needs of the entire Region.

3. The Parties shall create a private 501(c)(3) foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take advantage of economies of scale and will partner with the State of Ohio to increase revenue streams.
4. Board Composition
 - a. The Board will consist of 29 members comprising representation from four classes:
 - Six members selected by the State (five selected by the Governor and one selected by the Attorney General);
 - Four members drawn from the Legislature
 - One representative selected by the President of the Ohio Senate;
 - One representative selected by the Ohio Senate Minority Leader;
 - One representative selected by the Speaker of the Ohio House of Representatives; and,
 - One representative selected by the Ohio House Minority Leader
 - Eleven members with one member selected from each non-metropolitan Regions; and
 - Eight members, with one member selected from each metropolitan Regions.
 - b. All board members shall serve as fiduciaries of the Foundation as required by Ohio Revised Code § 1702.30(B) governing directors of nonprofit corporations.
5. Board terms will be staggered. Five members, (one from each of the first three classes above, and two from the metropolitan class) will be appointed for an initial three-year term, eight members of the Board (two from the first class, including the Attorney General's representative, one from the second class, four from the third class, and one from the fourth class) will be appointed for an initial term of one

year. The remaining members will be appointed for a two-year term. Board members may be reappointed. All subsequent terms will be for two years.

6. Eighteen members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a designee to attend and vote if the Board member is unavailable to attend a board meeting.
7. In all votes of the Board, a measure shall pass if a quorum is present, the measure receives the affirmative votes from a majority of those board members voting, and at least one member from each of the four classes of Board members votes in the affirmative.
8. The Foundation shall have an Executive Director appointed by the Governor.
 - a. The Governor shall appoint the Executive Director at his or her discretion from a list of three candidates provided to the Governor by the Board. If the Governor finds all three candidates to be unsatisfactory, the Governor may reject all three candidates and request the Board to provide three new persons to select from.
 - b. In choosing candidates to be submitted to the Governor, the Board shall seek candidates with at least six (6) years of experience in addiction, mental health and/or public health and who shall have management experience in those fields.
 - c. No funds derived from the Foundation Share shall be used to pay the Executive Director or any of the foundation staff in excess of the maximum range (range 42) of the Department of Administrative Services Exempt Schedule E2 or that schedule's successor.
 - d. The Executive Director shall serve as an ex officio, non-voting member of both the Board and the Expert Panel.
9. The Board shall appoint the Expert Panel. The Expert Panel shall consist of six members submitted by the Board Members representing the Local Governments, two members submitted by the Governor and one member submitted by the Attorney General. Expert Panel members may be members of Local Governments or the State. The Expert Panel will utilize experts in addiction, pain management, public health and other opioid related fields to make recommendations that will seek to ensure that all 19 regions can address the opioid epidemic both locally and statewide. Expert Panel members may also be members of the Foundation Board, but need not be.
10. The Foundation Board and the Regions shall be guided by the recognition that expenditures should ensure both the efficient and effective abatement of the opioid

epidemic and the prevention of future addiction and substance misuse. In recognition of these core principles, the Board and the Regions shall endeavor to assure there are funds disbursed each year to support evidence-based substance abuse/misuse prevention efforts.

11. Disbursement of Foundation Funds by the Board

- a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.
- b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation. Any statewide programs funded from the Foundation Share would be only as directed by an affirmative vote of the Board as set forth in paragraph D(7) above. Expenditures for these purposes may also be funded by the Foundation with funds received from either the State Share (as directed by the State) or from sources other than Opioid Funds as provided in paragraph 14 below.
- c. Funds approved for disbursement to the nineteen Regions shall be allocated based on each Region's share of Opioid Funds ("Regional Share"). Each Regional Share shall be calculated by summing the individual percentage shares of the Local Governments within that Region as set forth in Exhibit B. The Regional Shares for each Region are set forth in Exhibit D.
- d. Regions may collaborate with other Regions to submit joint proposals to be paid for from the Regional Shares of two or more Regions for the use of those Regions.
- e. The Foundation's procedures shall set forth the role of the Expert Panel and the Board in advising, determining, and/or approving disbursements of Opioid Funds for Approved Purposes by either the Board or the Regions. Proposed disbursements to Regions of Regional Shares shall be reviewed only to determine whether the proposed disbursement meets the criteria for Approved Purposes.
- f. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, assisted by its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed as Regional Shares. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from Regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid Funds received by the Foundation; and (e) investment income. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short term strategies.

g. Votes of the Board on the disbursement and expenditure of funds shall, as with all board votes, be subject to the voting procedures in Section D(7) above. The proposed procedures should provide for the Board to hear appeals by Local Governments from any denials of requested use of funds.

12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation shall operate in a transparent manner. Meetings shall be open, and documents shall be public to the same extent they would be if the Foundation was a public entity. All operations of the Foundation and all Foundation supervised entities shall be subject to audit. The bylaws of the Foundation Board regarding governance of the Board as adopted by the Board, may clarify any other provisions in this MOU except this subsection. This substantive portion of this subsection shall be restated in the bylaws.

13. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.

14. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property and cash in addition to the proceeds of the Litigation. These additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest or deposit consistent with the mission of the foundation.

E. Settlement Negotiations

1. All Members of the Negotiating Committee, and their respective representatives, shall be notified of and provided the opportunity to participate in all negotiations relating to any Ohio-specific Settlement with a Pharmaceutical Supply Chain Participant.

2. No Settlement Proposal can be accepted for presentation to Local Governments or the State under this MOU over the objection of any of the three Members of the Negotiating Committee. The Chair shall poll the Committee Members at the conclusion of discussions of any potential settlement proposal to determine whether such objections exist. Although multiple individuals may be present on a Member's behalf, for polling purposes each Member is a single entity with a single voice.

3. Any Settlement Proposal accepted by the Negotiating Committee shall be subject to approval by Local Governments and the State.

4. As this is an "All Ohio" effort, the Committee shall be Chaired by the Attorney General. However, no one member of the Negotiating Committee is authorized to

speaking publicly on behalf of the Negotiating Committee without consent from the other Committee Members.

5. The State of Ohio, the PEC or the Local Governments may withdraw from coordinated Settlement discussions detailed in this Section upon 5 days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.
6. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

Acknowledgment of Agreement

We the undersigned have participated in the drafting of the above Memorandum of Understanding including consideration based on comments solicited from Local Governments. This document has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to a specific outcome. Any resolution under this document will require acceptance by the State of Ohio and the Local Governments.

FOR THE STATE OF OHIO:

Mike DeWine, Governor

Dave Yost, Attorney General

FOR THE LOCAL GOVERNMENTS AND
PLAINTIFFS' EXECUTIVE COMMITTEE:

Frank L. Gallucci III
Plevin & Gallucci Co., LPA

Anthony J. Majestro
Powell & Majestro PLLC

Michelle Kranz
Zoll & Kranz, LLC

Donald W. Davis, Jr.
Brennan, Manna & Diamond, LLC

Joe Rice
Motley Rice, LLC

Russell Budd
Baron & Budd, PC

Robert R. Miller
Oths, Heiser, Miller, Waigland
& Clagg, LLC

D. Dale Seif, Jr.
Seif & McNamee, LLC

James Lowe
Lowe, Eklund & Wakefield Co., LPA

Peter H. Weinberger
Dustin Herman
Spangenberg, Shibley & Liber LLP

Kevin M. Butler
Law Offices of Kevin M. Butler

We the undersigned ACCEPT / REJECT (Circle One) the One Ohio Memorandum of Understanding ("MOU"). We understand that the purpose of this MOU is to permit collaboration between the State of Ohio and Local Governments to explore and potentially effectuating earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio.

OHIO ABATEMENT STRATEGIES

Opioid-Related Definition:

Funds from any settlement dollars should be used to prevent, treat and support recovery from addiction including opioids and/or any other co-occurring substance use and/or mental health conditions which are all long-lasting (chronic) diseases that can cause major health, social, and economic problems at the individual, family and/or community level.

Ohio Abatement Strategy Overview

Similar to and including many national settlement strategies, to abate addiction in Ohio, we have created an abatement plan that includes three main components that will work collaboratively to address Ohio's needs and also serve as a complement to and should be integrated with all other state and local government plans:

1. **Strategies for Community Recovery:** Included but not limited to prevention, treatment, recovery support and community recovery projects (examples include child welfare, law enforcement strategies and other infrastructure supports). These strategies have a hyper-local focus that allows communities to collaborate and expand necessary services to their community.
2. **Strategies for Statewide Innovation & Recovery:** Included but are not limited to strategies included in Community Recovery Component but also projects that promote statewide change and regional development for prevention, treatment, recovery supports and community recovery (examples include regional treatment hubs, drug tasks forces, data collection and dissemination). This component also includes research and development to understand how to better serve individuals and families in Ohio.
3. **Strategies for Sustainability:** Ohio's addiction and mental health epidemic was not created overnight, and it will not go away immediately. By collaborating to share resources and knowledge, Ohio's state and local communities can build a sustainable financing strategy and infrastructure to reverse the damage that has been done and prevent future epidemics and crises.

PART ONE: Community Recovery

Treatment

Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health condition.

Trauma-informed treatment services and support for individuals, their children and family members who have experienced trauma during their lives including trauma as a result of addiction in the family.

Expand access and support infrastructure developments for telemedicine / telehealth services to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

Improve oversight and quality assurance of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

Engage non-profits and faith community to uncover and leverage current community faith-based prevention, treatment and recovery support in partnership with medical and social service sectors.

Expand culturally appropriate services and programs that address health disparities in treatment for persons with mental health and substance use disorders, including for programs for vulnerable populations (i.e. homeless, youth in foster care, etc.); citizens of racial, ethnic, geographic and socio-economic differences, and new Americans to ensure that all Ohioans have access and treatment and recovery support services that meet their needs.

Development of National Treatment Availability Clearinghouse – Fund development of a multistate/nationally accessible database whereby healthcare providers can list locations for currently available in-patient and out-patient OUD treatment services that are both timely and accessible to all persons who seek treatment.

Ensure that each patient's needs and treatment recommendations are determined by a qualified clinical professional. Offer training and practice support to clinicians on the American Society of Addiction Medicine (ASAM) levels of care (or other models) and the most effective methods of treatment continuation between levels of care for people with addiction including opioids and any other co-occurring substance use or mental health conditions and make all levels of care available to all Ohioans.

Early Intervention and Crisis Support

Fund the expansion, training and integration of Screening, Brief Intervention and Referral to Treatment (SBIRT) and Screening, Treatment Initiation and Referral (STIR) programs and ensure that healthcare providers are screening for addiction and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for mental health and substance use disorders.

Support work of Emergency Medical Systems, including peer support specialists, to effectively connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

Create an intake and call center to facilitate education and access to treatment, prevention and recovery services for persons with addiction including opioids and any co-occurring substance use or mental health conditions.

Create a plan to meet the distinct needs of families of children and youths who experience severe emotional disorders and provide respite and support for these caregivers to reduce family crisis and promote treatment.

Create community-based intervention services for families, youth, and adolescents at-risk for addiction including opioids and any co-occurring substance use or mental health conditions.

Create school-based contacts who parents can engage with to seek immediate treatment services for their child.

Develop best practices on addressing individuals with addiction in the workplace, including opioids and any other co-occurring substance use or mental health conditions.

Implement and support assistance programs for healthcare providers with OUD and any co-occurring substance use disorders or mental health (SUD/MH) conditions.

Address the Needs of Criminal-Justice Involved Persons

Address the needs of persons involved in the criminal justice system who have opioid use disorder (OUD) and any co-occurring substance use disorders or mental health (SUD/MH) conditions.

Support pre-arrest diversion and deflection strategies for persons with addiction including opioids and any other co-occurring substance use or mental health conditions, including established strategies such as sequential intercept mapping and other active outreach strategies such as the Drug Abuse Response Team (DART) or Quick Response Team (QRT) models or other co-responder models that engage people not actively engaged in treatment.

Support pre-trial services that connect individuals with addiction including opioids and any other co-occurring substance use or mental health conditions to evidence-informed treatment, including MAT, and related services.

Support treatment and recovery courts for persons with addiction including opioids and any other co-occurring substance use or mental health conditions, but only if these problem-solving courts provide referrals to evidence-informed treatment, including MAT.

Provide evidence-informed treatment, including MAT, evidence-based psychotherapies, recovery support, harm reduction, or other appropriate services to individuals with addiction

including opioids and any other co-occurring substance use or mental health conditions who are incarcerated, on probation, or on parole.

Provide evidence-informed treatment, including MAT, evidence-based psychotherapies, recovery support, harm reduction, or other appropriate re-entry services to individuals with addiction including opioids and any other co-occurring substance use or mental health conditions who are leaving jail or prison or who have recently left jail or prison.

Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis substance use disorder/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

Mother-Centered Treatment and Support

Finance and promote evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women, post-partum mothers, as well as those who could become pregnant and have addiction including opioids and any other co-occurring substance use or mental health conditions.

Training for obstetricians and other healthcare personnel who work with pregnant women or post-partum women and their families regarding treatment for addiction including opioids and any other co-occurring substance use or mental health conditions.

Invest in measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.

Fund child and family supports for parenting women with addiction including opioids and any co-occurring substance use or mental health conditions.

Enhanced family supports and childcare services for parents receiving treatment for addiction including opioids and any co-occurring substance use or mental health conditions.

Recovery Support

Identify and support successful recovery models including but not limited to: college recovery programs, peer support agencies, recovery high schools, sober events and community programs, etc.

Provide technical assistance to increase the quantity and capacity of high-quality programs that model and support successful recovery.

Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users. To reduce stigma and to normalize a culture of recovery, government staff will be provided with onboarding and training that generates a cultural shift and provides all government employees with tool and resources to feel supported and to support colleagues who may be struggling with substance use disorder.

Convene community conversations and trainings that engage non-profits, civic clubs, the faith-based community, and other stakeholders in training and techniques for providing referrals and supports to those persons to family and friends struggling with substance use disorder.

Identify and address transportation barriers to permit consistent participation in treatment and recovery support.

Support the development of recovery-friendly environments in all sectors, schools, communities and workplaces to promote and sustain health and wellness goals. Put resources toward:

1. Supportive and recovery housing;
2. Supportive employment/jobs;
3. Certification of peer coaches, peer-run recovery organizations, recovery community organizations;
4. Crisis intervention and relapse prevention; and
5. Services and structures that support young people living a life in recovery including, recovery high schools and collegiate recovery communities.

Prevention

Invest in school-based programs that have demonstrated effectiveness in preventing drug misuse and that appear promising to prevent the uptake and use of opioids. Investment in school and community-based prevention efforts and curriculum that has demonstrated effectiveness in reducing Adverse Childhood Events (ACEs) and their impact by increasing resiliency, and preventing risk-taking, unhealthy or dangerous behaviors such as: drug use, misuse, early alcohol use, and suicide attempts.

Assist coalitions and community stakeholders in aligning state, federal, and local resources to maximize procurement of school and community education curricula, programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, aging and elderly community members and others in an effort to build a comprehensive prevention and education response that addresses prevention across the lifespan.

Invest in environmental scans and school surveys to identify effective prevention efforts and realign prevention and treatment responses with those emerging risk factors and changing patterns of substance misuse.

Fund community anti-drug coalitions that engage in drug prevention efforts and education.

Prevent Over-Prescribing of Opioids and Other Drugs of Potential Misuse

Training for healthcare providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

Continuing Medical Education (CME) on prescribing of opioids and other drugs of concern.

Support for non-opioid pain treatment alternatives, including training providers to offer or refer patients to multi-modal, evidence-informed treatment of pain.

Development and implementation of a National Prescription Drug Monitoring Program (PDMP) – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to: a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for healthcare providers relating to opioid use disorder (OUD) and other drugs of concern.

Prevent Overdose Deaths and Other Harms (Harm Reduction)

Increase availability and distribution of naloxone and other drugs that treat overdoses for use by first responders, persons who have experienced an overdose event, patients who are currently prescribed opioids, families, schools, community-based service providers, social workers, and other members of the general public.

Promote and expand naloxone strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then engaged and retained in evidence-based treatment programs.

Provide training and education regarding naloxone and other drugs that treat overdoses for first responders, persons who have experienced an overdose event, patients who are currently prescribed opioids, families, schools, and other members of the general public.

Develop data tracking software and applications for overdoses/naloxone revivals.

Invest in evidence-based and promising comprehensive harm reduction services and centers, including mobile units, to include; syringe services, supplies, naloxone, staffing, space, peer-support services, and access to medical and behavioral health referrals.

Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

Services for Children

Review the continuum of services available to Ohio's youths, young adults, and families to identify gaps and to ensure timely access to appropriate care for Ohio's youngest citizens and their parents.

Fund additional positions and services, including supportive housing and other residential services to serve children living apart from custodial parents and/or placed in foster care due to custodial opioid use.

Expand collaboration among organizations meeting the prevention, treatment, and recovery needs of Ohio's young people and organizations serving youths, such as Boys & Girls Clubs, YMCAs and others. Support the growth of recovery high schools, collegiate recovery communities, and alternative peer groups for youths recovering from mental illness and substance use disorders.

First Responders (EMS, Firefighters, Law Enforcement and other criminal justice professionals)

Provide funds for first responders and criminal justice professionals and participating subdivisions for cross agency/departments collaboration and other public safety expenditures relating to the opioid epidemic that address both community and statewide supply and demand reduction strategies including criminal interdiction efforts.

Training public safety officials and responders safe-handling practices and precautions when dealing with fentanyl or other drugs.

Provide trauma-informed resiliency training and support that address compassion fatigue and increased suicide risk of public safety responders.

Workforce

Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships/loan forgiveness for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD/MH field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD/MH field for continuing education licensing fees.

Funding for clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for opioid use disorders.

Training for healthcare providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists to support treatment and harm reduction.

Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

PART TWO: Statewide Innovation & Recovery

Leadership, Planning and Coordination

Provide resources to fund the oversight, management, and evaluation of abatement programs and inform future approaches.

Community regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for prevention, treatment, and/or services.

A government dashboard to track key opioid/and addiction-related indicators and supports as identified through collaborative community processes.

Provide funding for grant writing to assist already established community coalitions in securing state and federal grant dollars for capacity building and sustainability.

Stigma Reduction, Training and Education

Commission statewide campaigns to address stigma against people with mental illness and substance use disorders. Stigma and misinformation deeply embed the deadly consequences of Ohio's public health crisis. These prevent families from seeking help, fuel harmful misperceptions and stereotypes in Ohio communities, and can discourage medical professionals from providing evidence-informed consultation and care. Ohio's campaign to end stigma should include chronic disease education; evidence-based prevention, treatment, and harm reduction strategies; stories of recovery; and a constant reframing of mental illness and addiction from a personal moral failing to a treatable chronic illness.

Coordinate public and professional training opportunities that expand the understanding and awareness of adverse childhood experiences (ACEs) and psychological trauma, effective treatment models, and the use of medications that aid in the acute care and chronic disease management of both mental illness and addiction.

Strengthen the citizen workforce by providing community-based trainings, such as Mental Health First Aid, Crisis Intervention Training, naloxone administration, and suicide prevention. These best practice trainings should be allowable as Continuing Education Units for professional development and when offered in an educational setting, provide academic credit.

Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.

Training for emergency room personnel treating opioid overdose patients on post-discharge planning. Such training includes community referrals for MAT, recovery case management and/or support services.

Public education relating to drug disposal.

Drug take-back disposal or destruction programs.

Public education relating to emergency responses to overdoses.

Public education relating to immunity and Good Samaritan laws.

Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

Invest in public health education campaigns that inform audiences about the ease of contraction of hepatitis C, and that engage persons at-risk to receive testing and treatment.

Convene and host community conversations and events that engage local non-profits, civic clubs, and the faith-based community as a system to support prevention.

Fund programs and services regarding staff training, networking, and practice to improve staff capability to abate the opioid crisis.

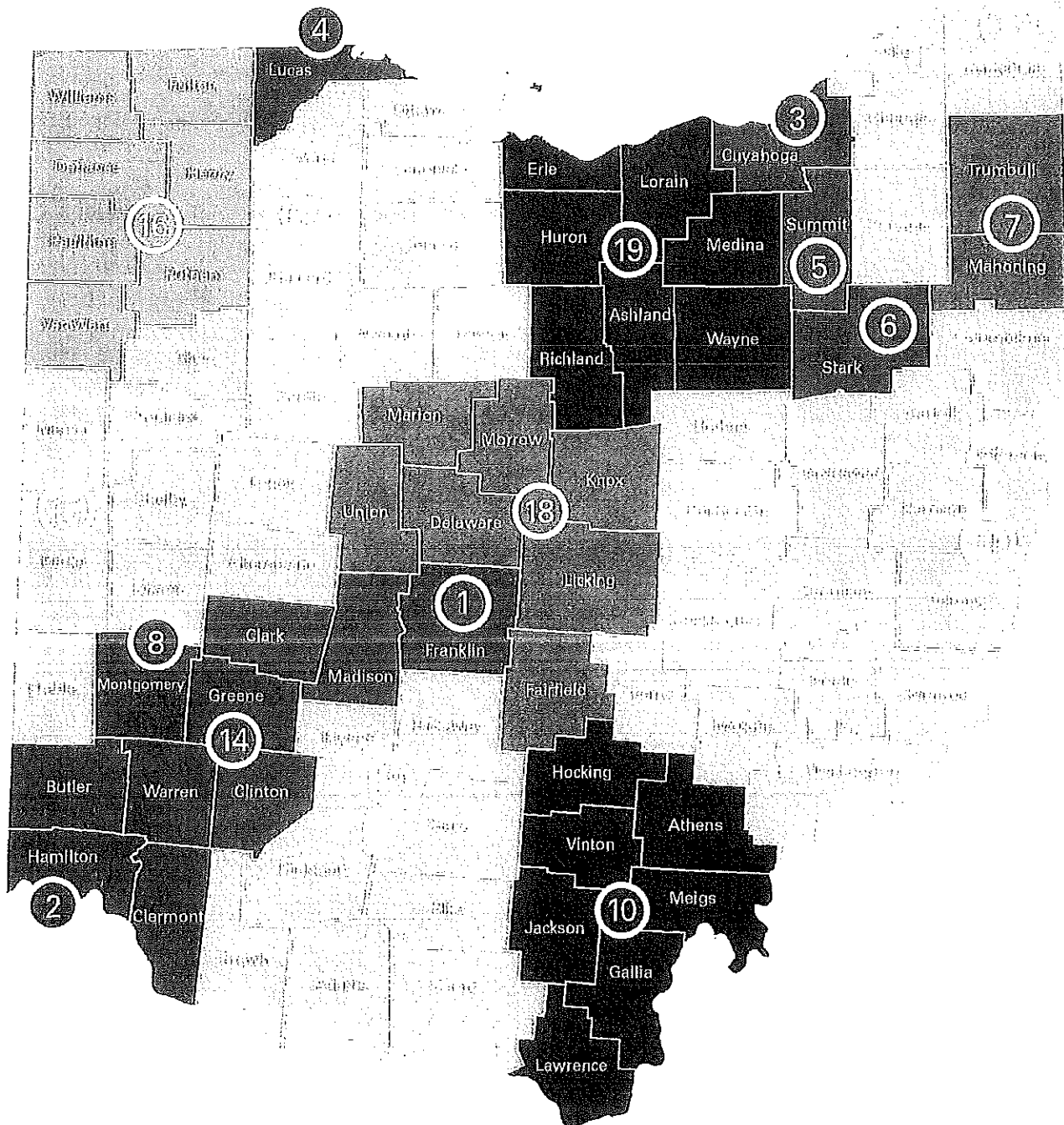
Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with addiction including opioids and/or any other co-occurring substance use and/or mental health conditions (e.g. behavioral health prevention, treatment, and recovery services providers, healthcare, primary care, pharmacies, PDMPs).

Support community-wide stigma reduction regarding accessing treatment and support for persons with substance use disorders.

RESEARCH

Ensuring that funding is flexible to invest in short and long-term research and innovation projects that embrace new advances, technology and other strategies that meet the needs of Ohioans today and in the future.

Regional Breakdown



Region	Regional Allocation With Summit and Cuyahoga County	Regional Allocation Without Summit and Cuyahoga County
Region 01	10.321850%	11.352740%
Region 02	8.525440%	9.376910%
Region 03	9.435460%	3.685690%
Region 04	4.275780%	4.702820%
Region 05	4.946690%	2.145470%
Region 06	2.452670%	2.697630%
Region 07	5.117580%	5.628690%
Region 08	7.452290%	8.196580%
Region 09	4.885790%	5.373750%
Region 10	2.534090%	2.787170%
Region 11	2.973060%	3.269990%
Region 12	2.052720%	2.257740%
Region 13	4.401160%	4.840720%
Region 14	12.756300%	14.030320%
Region 15	3.421220%	3.762910%
Region 16	1.166070%	1.282540%
Region 17	2.857140%	3.142490%
Region 18	4.247200%	4.671380%
Region 19	6.177480%	6.794450%
Grand Total	100%	100%

3-1-22 Finance
CA
1st R 3-1-22
2nd R 3-15-22
3rd R

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11240-2022

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE

AUTHORIZING THE FINANCE DIRECTOR TO ISSUE PAYMENT TO MAKOVICH & PUSTI, ARCHITECTS, AND DECLARING AN EMERGENCY

WHEREAS, the former administration entered into a contract with the firm Makovich and Pusti on November 15, 2021, to provide a proposal for power and lighting design and engineering for the central park complex master plan; and

WHEREAS, Makovich and Pusti have provided drawings and renderings to the City of the proposed power and lighting design and engineering for the central park complex plan.

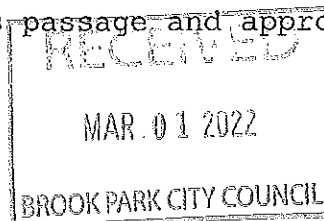
NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: Authorization is given to the Finance Director to issue payment to Makovich & Pusti, Architects, for the work they have provided to the City; the aforesaid work is further described in the contract attached hereto and incorporated herein as Exhibit "A".

SECTION 2: The money needed for the aforesaid transaction shall be paid from fund #401, Capital Improvement, in an amount not to exceed \$29,450.00.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to pay for designs provided by Makovich & Pusti, therefore this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.



PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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

DIRECTOR OF LAW



September 3, 2021

Mark Elliott
Recreation Director
City of Brook Park
6161 Engle Rd.
Brook Park, Ohio 44142

Email: mellott@cityofbrookpark.com

Re: Proposal for Power & Lighting Design & Engineering
Central Park Complex Master Plan
City of Brook Park

Dear Mark:

Makovich & Pusti Architects, Inc. (MPA) has prepared this proposal to provide the architectural and engineering services for the above referenced project. To facilitate your review of our proposal, it has been organized as follows:

- Scope of Work
- Scope of Services
- Proposed Design Team
- Fee Proposal
- Qualifications and Assumptions
- Additional Services
- Owner Provided Documentation
- Authorization/Agreement

SCOPE OF WORK

The scope of the project is to provide the City of Brook Park with exterior site lighting throughout the Central Park Complex Master Plan area. Specific areas for lighting include sidewalks, exercise areas, volleyball courts, script Brook Park sign, new water feature, and walking paths along perimeter of property boundary. In addition, lighting will be incorporated into the interior and exterior area of the gazebo, and lighting and power provisions will be provided for the amphitheater and surrounding areas, including provisions for incorporating emergency egress lighting within this area.

The existing electrical service will be surveyed to understand where the power is located and how the power could be most efficiently distributed for the lighting.

The design will incorporate layered lighting to define the spatial characteristics of the environment and help minimize dark areas that would otherwise serve as areas of concealment.

The goal is to select and provide the new and redistributed lighting in an energy efficient approach and to help educate the general public on energy savings. The responsible use of energy shall be evident in the lighting design for this project, as all installed luminaires shall utilize LED technology, be energy-efficient, and be controlled via a wireless lighting control system to assist with achieving energy goals. Automating the luminaires to reduce lighting when it's not needed will minimize energy consumption, which can reduce costs, and achieve a higher degree of sustainability for the project.

At the completion of the lighting design, the master plan will be updated and will include a new layer for the proposed lighting. The package will then be reviewed with the City Stakeholders for comments. After review and approval, it will then be packaged for the submission to the City's Planning Board.

Upon approval of the Planning Board, our team will initiate the Construction Drawings for the project that could be used to obtain quotes from contractors.

SCOPE OF SERVICES

Schematic Design

- Perform one (1), 1-day electrical pre-design site observation and provide a report of existing conditions
 - The purpose of this visit will be to provide the City with a detailed summary of available power availability, for work associated in future phases
- Review existing building drawings to better understand the parameters of the project
- Create initial concepts for lighting design

Design Development

- Provide a design charrette with the City stakeholders to understand the need of the project to assist in the lighting layouts
- Provide an Ohio Building Code survey for the energy and control requirements
- Develop Lighting Fixture Options for review with the City stakeholders
- Coordination of lighting fixture layouts
- Finalize lighting fixtures with the City stakeholders
- Provide lighting photometrics using for the above-mentioned luminaires
- Create an Order of Magnitude Probable Construction Cost for lighting/control systems
- Prepare Design Development drawings in electronic format for the lighting and controls
- Incorporate the lighting and control information into the overall Master Plan
- Review the information with City stakeholders
- Submit to the City of Brook Park Planning Board for approval

Construction Documents

- Incorporate any Design Development comments into the Construction Documents
- Finalize equipment and material selections, electrical load calculations, and lighting and power design calculations
- Provide details for mounting of luminaires where required including the concrete bases
- Prepare Construction Drawings and standard CSI six-digit division format book specifications setting forth the requirements of the project in sufficient detail for bidding, permits, and construction
- Conduct a final review with City stakeholders and obtain sign-off of completed Construction Documents
- Submit stamped and signed PDF drawings and specifications for plan approval and building permit

Bidding and Award Phase Services

- Forward electronic bidding document file to a print company for distribution to bidders
- Respond to RFI questions during the bidding period
- Issue addenda as required during the bidding period
- Attend and conduct a pre-bid meeting and walk-thru of project area

Construction Administration

- Perform one (1) site visit to observe the progress of construction
- Perform final aiming of all adjustable luminaires as required (during nighttime)
- Review Contractor's shop drawings and submittals as are noted in the contract documents – maximum of 2 reviews per submission
- Respond to Contractor's Requests for Information (RFI's)
- Perform a final site visit to observe the work and prepare punch-list

Note: The Scope of Services includes the following disciplines:

- Architectural/General Trades
- Electrical Engineering (Power, Lighting)

PROPOSED DESIGN TEAM

Architectural

Makovich & Pusti Architects, Inc. (MPA)
111 Front Street
Berea, Ohio 44017
Don Rerko, AIA, NCARB - Sr. Mgr.
Pamela Haberman - Project Designer

phone: (440) 891-8910
e-mail: drerko@mparc.com
e-mail: phaberman@mparc.com

Electrical

Osborn Engineering (OE)
1100 Superior Ave., Ste 300
Cleveland, OH 44114
Marian K. Perez, LC, Associate IALD, MIES - Director of Lighting Design

phone: (216) 861-2020, 3094
e-mail: mperez@osborn-eng.com

FEE PROPOSAL

Makovich & Pusti Architects, Inc. proposes to provide as the base fee the above-listed services for a not-to-exceed fee of \$29,450 (Twenty-Nine Thousand, Four Hundred and Fifty Dollars), plus reimbursable expenses.

Makovich & Pusti	\$ 5,000
Osborn Engineering	\$24,450

Optional Service

Relocation of Existing Overhead Lines into Underground Ducts - \$26,040 (not included in the above fees) The breakdown of the fee is as follows:

Civil Engineering:	\$11,040
Electrical Engineering:	\$15,000

As an additional service, we could provide the civil and electrical engineering services for the drawing development to be used in a future project for the relocation of the existing overhead utilities into underground ducts. (this scope is not included in the base fee above)

The scope shall include:

- Site visit to observe project area
- Develop construction documents for approximately 1,200' (750' off of Holland Rd & 450' off of Engle Rd) feet of existing overhead utilities into underground duct banks
- Plans to include Cover Sheet, Existing Conditions/Demolition Plan, Utility Plans & Details
- Backgrounds will be developed using available GIS information
- Meetings with utility stakeholders to coordinate design

Exclusions:

- Boundary, location, and topographic survey
- Subsurface utility location services

Reimbursable expenses shall be billed at 1.10 times direct cost, and shall include:

- Plotting and Printing
- Postage of Packages and Delivery Services
- City Review Fees
- All mileage associated with project billed at current IRS rates

Reimbursable expenses are estimated to cost \$1,500.

Invoices will be issued on a monthly basis for time expended toward the fee, plus reimbursable expenses, incurred during the preceding month. Invoices are considered due upon receipt. Invoices outstanding beyond 35 days may be subject to a late charge of 1.5% per month on the unpaid balance. Unpaid invoices beyond 45 days will result in suspension of work on the project.

QUALIFICATIONS AND ASSUMPTIONS

The following qualifications and assumptions are being made:

- The terms and conditions of AIA document B104-2017 are included in this proposal by reference
- To help facilitate the issue resolution process, we ask that the City of Brook Park require the contractors to respond in writing to issues identified by the design team within 15 working days per your agreement with the contractor
 - Contractor shall note whether they concur or disagree with each item in the issues log
 - For items where the contractor agrees, they shall provide a timetable to make corrective action
 - For items where the contractor disagrees, they shall describe why they disagree
- Our team shall have no responsibility for the identification, presence, handling, removal, or disposal of Hazardous Containing Materials (HCM) in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, other than noted earlier. The Owner shall inform our team of all known or suspected hazardous substances, materials or constituents that may be present at the site.
- This proposal does not include material testing of any kind, including but not limited to geotechnical investigations, site environmental services, or ecological services and associated permits including wetlands or streams, etc.
- This scope does not include any deconstructive testing or investigation. As such, MPA cannot confirm any systems or elements not clearly visible.
- All drawings will be transmitted to the Owner or printing company in electronic PDF format. Paper copies of the drawings, if required, will be obtained from a printer, and paid by the City of Brook Park.
- Our fee assumes the existing electrical utility service and associated distribution system have the capacity to accommodate the proposed renovations and does not require upgrades - Any upgrades to these systems would entitle us to additional design fees
- All permit costs will be the responsibility of the City of Brook Park, or your selected contractors

ADDITIONAL SERVICES

Additional services will only be provided upon written authorization of the Owner. The following services are not included in our design fee, but could be provided at an additional cost:

- Boundary/topographic surveying, signage, landscape architecture
- Any engineering other than electrical and structural engineering noted in this proposal
- Re-design time associated with Owner initiated changes after design is 60% complete

- Physical building models, 3-D digital imaging, models, or renderings other than those noted in this proposal
- Local utility company applications or public utility extensions or upgrades
- The preparation of the "front end" specifications for the project manual – our specifications only include technical specifications
- Regular attendance of engineering at construction job meetings or site management
- Any USGBC LEED® certification, documentation, or other sustainable certification services
- Commissioning of any systems
- Energy modeling to demonstrate predicted performance in excess of the prescriptive requirements
- Security or surveillance systems
- Time associated with Owner initiated construction phase bulletins, evaluation of contractor substitutions, alternates, value engineering, fast track construction, or multiple bid packages
- Record drawing revisions based on contractor "as-built" drawings.

Additional services not specifically identified herein will only be provided upon written authorization of the Owner and will be based on the team's Standard 2021 Hourly Rates.

OWNER PROVIDED DOCUMENTATION

For the purposes of this project, the following information must be supplied by the Owner:

- Any critical milestone dates
- Copies of previous contract record, or as-built drawings, showing existing services, and electrical utilities in as much detail as is possible
- Owner's standard construction project manual and contract format
- A list of preferred contractors, vendors, materials, and/or equipment standards, if any
- Access to the proposed renovation areas of electrical spaces and system

Makovich & Pusti Architects and Osborn Engineering are prepared to proceed with this project upon receipt of your written authorization to proceed. At your option a contract can be written utilizing the standard AIA Document B104-2017 Agreement, issue MPA a purchase order, or this proposal can be used as a contract by returning one copy with an authorized signature to our office.

Thank you for the opportunity to submit this proposal and we very much appreciate you thinking of Makovich & Pusti on this project! Please contact me via email or my mobile at 216.633.3965 if you have any questions.

Sincerely,



Don Rerko, AIA, NCARB

cc: Sean Johnson. Marian K. Perez & Accounting

AUTHORIZATION/AGREEMENT

I, M. J. Gammelle Mayor, hereby state that I am authorized

PRINT NAME & TITLE **

by CITY OF BROOK PARK

PRINT NAME OF OWNER

to authorize Makovich & Pusti Architects, Inc. to

proceed with the scope of work as stated in the attached proposal and agree to remit payments within 35 days of invoice dates. By signing this authorization, I (we) take full responsibility for any and all charges made in this matter on my (our) behalf.

SIGNATURE/TITLE

DATE

** Authorization must be completed by a person representing the entity responsible for payment.

Please Provide the Following Contact Information

Contact Person

CLAUDIA KUCHARIK

Phone Number

216-433-1300 K 4244

Fax Number

216-433-1511

e-mail Address

CKUHARIK@CITYOFBROOKPARK.COM

Billing Address

6161 ENGLE RD.

BROOK PARK, OHIO 44142

PO Number

CITY OF BROOK PARK, OHIO

P/C 2-7-22 legislation
CA 2-8-22
1st R 2-15-22
2nd R 3-1-22
3rd R 3-15-22
B/C _____

ORDINANCE NO: 11237-2022

INTRODUCED BY: COUNCILMAN POINDEXTER & CW & MAYOR ORCUTT

AN ORDINANCE
AMENDING SECTION 537.05
OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED
'AGGRAVATED MENACING'
AND DECLARING AN EMERGENCY

WHEREAS, there have been an increase in incidents where utility workers were threatened while trying to perform their jobs; and

WHEREAS, utility workers provide a vital service to our community and need to be protected while they are performing essential functions; and

WHEREAS, increasing the degree and penalty for incidents of threats against utility workers will provide additional protections to utility workers.

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

SECTION 1: Section 537.05 "Aggravated Menacing" of Chapter 537, Offenses Relating to Persons of the General Offenses Code of the City of Brook Park is hereby amended to read as follows:

(d) If the victim of the offense is a utility worker whom the offender knows or has reasonable cause to know is a utility worker, if the victim is engaged in the lawful performance of the victim's duties, and if the offender threatens the victim with a deadly weapon with intent to unlawfully obstruct the operation of a utility, aggravated menacing is a felony of the fourth degree. As used in this section, "organization" includes an entity whose primary responsibility is the operation or maintenance of a utility. "Utility" means an enterprise that provides gas, electric, steam, water, sewage, transportation, communication services, or cable and broadband services, whether publicly or privately owned.

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 of amending Section 537.05; 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

P/C 2-1-22 Finance
CA 2-8-22
1st R 2-15-22
2nd R 3-1-22
3rd R 3-15-22
B/C

ORDINANCE NO: 11238-2022

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE
CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR
EMPLOYEES OF THE CITY, OTHER THAN ELECTED OFFICIALS OR
THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS
AND DECLARING AN EMERGENCY

WHEREAS, it is the desire of the Council of the City of Brook Park to provide adjustment in compensation for employees of the City, other than elected officials, who are not specifically covered in negotiated labor contracts, and also to provide adjustment in rates covering employees; and

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

SECTION 1: The "Salary Schedule" for the year 2022 is attached hereto and marked Exhibit "A," and made a part hereof as if fully rewritten herein and are hereby adopted. Those said Sections of the Codified Ordinances specifically enumerated in the attached "Salary Schedule" are hereby amended accordingly.

SECTION 2: The compensation provided in the "Salary Schedule" for the year 2022 shall remain in effect until duly changed.

SECTION 3: The "Salary Schedule 2017 through 2019" as enacted by Ordinance 11073-2019, passed March 19, 2019 is hereby specifically repealed.

SECTION 4: The money needed for the aforesaid transaction shall be paid from funds 100, 210, 264, and 255.

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 for the further reason to provide adjustments in compensation without undue delay; 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

AMENDED TO READ 2022

SALARY SCHEDULE	
Ordinance	Title
121.02 (b)	Clerk Of Council
121.03 (b)	Assistant Clerk Of Council
121.08 (b)	Part Time Assistant Clerk of Council
131.03 (b)	Executive Assistant to the Mayor
131.06 (b)	Temporary Clerical
131.07 (a)	C.O.E. Assistant Office Clerk
131.08 (c)	Commissioner of Admin. Services (H.R.)
131.09 (c)	Clerk of Mayor's Court
131.11 (d)	Commissioner of Purchasing
131.13 ©	Commissioner of Economic Development
133.02 ©	Assistant Law Director
133.03 ©	Administrative Assistant to the Law Director
133.061 ©	Part Time Assistant Law Director-Class #2
133.07 (b)	Law Department Clerk
133.062	Assistant Law Director- Class #3
137.02 (b)	Assistant Finance Director
139.01 (b)	Director of Public Safety
139.07 ©	School Crossing Guards
139.11	Safety Forces High Risk Board
140.03 (b)	Electrical Inspector
140.04 (b)	Plumbing Inspector
141.03 (a)	Police Chief
141.03 (a)	Police Captain
142.07 ©	Auxiliary Police
143.03 (a)	Fire Chief
143.03 (a)	Assistant Fire Chief
145.01	Director of Public Service
145.15 (b)	Summer Grass Cutters

2022 Minimum	2022 Maximum
\$57,258.01	\$68,108.87
\$43,170.50	\$54,021.36
\$10.85	\$17.97
\$63,912.69	\$74,550.78
\$10.85	\$17.97
\$10.43	\$24.91
\$72,563.27	\$79,000.00
\$52,000.00	\$65,761.89
\$0.00	\$0.00
\$70,000.00	\$88,509.59
\$41,646.80	\$52,497.65
\$54,911.04	\$65,761.89
\$13,021.02	\$33,073.66
\$10.85	\$17.97
\$61,984.37	\$72,835.23
\$79,824.29	\$90,279.09
\$77,000.00	\$92,000.00
\$8,165.01	\$10,206.79
\$0.00	\$0.00
\$21,261.10	\$21,261.10
\$21,261.10	\$21,261.10
\$97,297.15	\$114,891.37
\$90,221.69	\$107,444.71
\$13.56	\$20.36
\$97,297.15	\$114,891.37
\$90,221.69	\$107,444.71
\$83,000.00	\$99,500.00
\$10.43	\$13.17

EXHIBIT

16 A 11

