

**REGULAR COUNCIL MEETING
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO
TO BE HELD ON TUESDAY SEPTEMBER 6, 2022
7:30 P.M.**

A. ROLL CALL OF MEMBERS

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF MINUTES OF PRECEDING MEETINGS:
SPECIAL CAUCUS MEETING MINUTES FOR MARCH 22, 2022
SPECIAL COUNCIL MEETING MINUTES FOR MARCH 22, 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):

Communications: Per Mayor Orcutt's Veto

1. ORDINANCE NO: 11269-2022

AN ORDINANCE ENACTING CHAPTER 1126 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'MEDICAL MARIJUANA DISPENSARIES' AND DECLARING AN EMERGENCY. Introduced by Councilman Troyer, Mencini, Coyne, Poindexter, and Roberts.

2. ORDINANCE NO: 11270-2022

AN ORDINANCE ENACTING CHAPTER 720 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'MEDICAL MARIJUANA OPERATIONS' AND DECLARING AN EMERGENCY. Introduced by Councilman Troyer, Mencini, Coyne, Poindexter, and Roberts. **(Per Section 3.03 (b) of the City Charter this must be reconsidered by Council).**

K. MISCELLANEOUS BUSINESS, APPOINTMENTS, CONFIRMATIONS:

L. REMARKS FROM THE AUDIENCE ON ANY SUBJECT MATTER:

M. ORDINANCES AND RESOLUTIONS: (FIRST READING):

1. RESOLUTION NO: 22-2022

A RESOLUTION APPROVING THE PROPOSED LOT SPLIT FOR 18300 SNOW ROAD PPN: 342-18-004 TO CREATE NEW PARCEL 'A' AND PARCEL 'B', LOCATED IN THE U-A ZONE, AND DECLARING AN EMERGENCY. Introduced by Council As A Whole.

N. SECOND READING OF ORDINANCES AND RESOLUTIONS:

1. ORDINANCE NO: 11272-2022

AN ORDINANCE AMENDING BROOK PARK ORDINANCES 2786-1976, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

2. ORDINANCE NO: 11276-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH GREENSCAPE USA, INC., AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

3. RESOLUTION NO: 20-2022

A RESOLUTION OPPOSING OHIO'S NEW CONCEALED CARRY HANDGUN LAW, AND DECLARING AN EMERGENCY. Introduced by Councilman Mencini.

O. THIRD READING OF ORDINANCES AND RESOLUTIONS:

P. ADJOURNMENT

**SYNOPSIS OF ORDINANCES AND RESOLUTIONS
FOR THE COUNCIL MEETING OF SEPTEMBER 6, 2022**

FIRST READING:

Res. No.22-2022 A RESOLUTION APPROVING THE PROPOSED LOT SPLIT FOR 18300 SNOW ROAD PPN: 342-1-004 TO CREATE NEW PARCEL 'A' AND PARCEL 'B' LOCATED IN THE U-5A ZONE, AND DECLARING AN EMERGENCY

A resolution approving the proposed lot split located at 18300 Snow Road into two new parcels, 'A' and 'B' in the U5-A zone.

SECOND READING:

Ord. No. 11272-2022 AN ORDINANCE AMENDING BROOK PARK ORDINANCE 2786-1967, AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance amending section 131.07 of the Brook Park Codified Ordinances, which was originally a high school co-op program to change it to an assistant office clerk position.

Ord. No.11276-2022 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH GREENSCAPE USA, INC., AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance allowing the city to enter into an agreement with Greenscape to lease a vacant parcel of land next to the service garage.

Res. No. 20-2022 A RESOLUTION OPPOSING OHIO'S NEW CONCEALED CARRY HANDGUN LAW, AND DECLARING AN EMERGENCY.

SYNOPSIS: A resolution opposing the recently passed Senate Bill 215, allowing Ohioans 21 years and older to carry concealed handguns without a license or safety training.

**PREPARED BY THE BROOK PARK LEGAL DEPARTMENT
August 25, 2022**

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11269-2022

8-24-21 legislative
CA Prior 9-7-21
1st R 6-21-22
2nd R 7-19-22
3rd R 8-23-22
B/C 9-7-21
Cancels 2-8-22

INTRODUCED BY: COUNCILMAN TROYER, MENCINT
COYNE, POINDEXTER, AND ROBERTS

AN ORDINANCE

ENACTING CHAPTER 1126 OF THE BROOK PARK CODIFIED ORDINANCES
ENTITLED 'MEDICAL MARIJUANA DISPENSARIES', AND DECLARING AN
EMERGENCY

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

SECTION 1: Chapter 1126 of the Brook Park Codified
Ordinances, entitled "Medical Marijuana Dispensaries" is hereby
enacted to read as follows:

CHAPTER 1126
Medical Marijuana Dispensaries

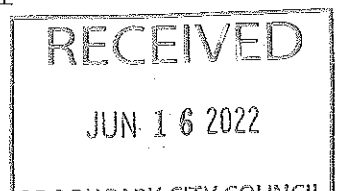
1126.01 PURPOSE.

It is the purpose of this chapter to regulate medical
marijuana dispensaries in order to promote the health,
safety, morals, and general welfare of the citizens of
the City and to establish reasonable and uniform
regulations to prevent the deleterious location and
concentration of medical marijuana dispensaries within
the City.

1126.02 DEFINITIONS.

For purposes of this chapter,

- (a) "Medical marijuana" shall have the same meaning as in
R.C. 3796.01.
- (b) "School," "church," "public library," "public
playground," "public park" and "recreation center"



(c) No medical marijuana dispensary may be established, operated or enlarged within one half mile of another medical marijuana dispensary.

(d) Not more than one medical marijuana dispensary shall be established or operated in the same building, structure, or portion thereof.

(e) For the purpose of subsections (b) and (c) of this section, measurement shall be made from the nearest portion of the building or structure used as the part of the premises where a medical marijuana dispensary is conducted, to the nearest property line of the premises of a medical marijuana dispensary or a school, recreation center, church, public library, public playground, or public park.

(f) Rules, regulations and local permitting requirements imposed on a licensee by the City shall be interpreted in all instances to conform to the state licensing requirements for dispensaries, but in the event the City's rules, regulations and permitting requirements impose a greater obligation on a licensee than the state licensing requirements, the local provisions shall be enforced.

(g) Applicants must meet any additional criteria and fulfill any additional requirements associated with obtaining a conditional use permit in the City. The City shall review all qualifying applications at a reasonable pace and level of review equivalent to other land use projects requiring a conditional use permit.

1126.04 OFF-STREET PARKING.

Off-Street parking for a medical marijuana dispensary shall be provided, pursuant to the zone that they shall be located in and the Planning Commission, except that the

shall have the same meanings as is R.C. 3796.30.

(c) "Dispensary" shall have the same meaning as in Ohio Admin. Code 3796:1-1-01 or subsequent similar regulations.

(d) "Licensee" means a person in whose name a license to operate a medical marijuana dispensary has been issued under Chapter 720, as well as the individual(s) designated on the license application as principally responsible for the operation of the medical marijuana dispensary.

(e) "Operate" means to control or hold primary responsibility for the operation of a medical marijuana dispensary, either as a business entity, as an individual, or as part of a group of individuals with shared responsibility. "Operate" or "cause to be operated" shall mean to cause to function or to put or keep in operation. Operator means any persons on the premises of a medical marijuana dispensary who is authorized to exercise overall operational control or hold primary responsibility for the operation of a medical marijuana dispensary or who causes to function or who puts or keeps in operation the business. A person may be found to be operation or causing to be operated a medical marijuana dispensary whether or not that person is an owner, part owner, or licensee of the business.

(f) "Person" means an individual, proprietorship, partnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

1126.03 LOCATION OF MEDICAL MARIJUANA DISPENSARIES.

(a) Medical marijuana dispensaries may be located only in U-7A Districts and conditionally permitted use pursuant to Section 1121.34 and in accordance with the restrictions contained in this chapter.

(b) No medical marijuana dispensaries may be established or operated within 1,000 feet of a school, church, public library, public playground, recreation center or public park in the City.

Commission may require an off-street parking plan.

1126.05 SIGN REGULATIONS FOR MEDICAL MARIJUANA DISPENSARIES.

(a) All signs for a medical marijuana dispensary shall be wall signs or window signs as defined in Chapter 1123 of the Brook Park Codified Ordinances and approved by the Planning Commission and shall be constructed and located in conformance with all applicable provisions of Chapter 1123 of the Brook Park Codified Ordinances.

(b) All signs for a medical marijuana dispensary shall be maintained in accordance with Section 1123 of the City Code and may be ordered to be removed in accordance with the provisions of that Chapter.

(c) No merchandise or pictures of the products on the premises of a medical marijuana dispensary shall be displayed on signs, in window areas or any area where they can be viewed from the sidewalk or street in front of the building. No sign shall bear any image depicting or describing a marijuana leaf or the combustion of plant material, whether by means of display, decoration, sign, window or any other means.

(d) Window areas of a medical marijuana dispensary shall not be covered or made opaque in any way. A one-square-foot sign shall be placed on the door to state hours of operation. Additional signage to conform to the requirements Section 720.16 may be permitted.

1126.06 LICENSING.

Medical marijuana dispensaries as described in Section 1126.02 herein shall be licensed and operated pursuant to Chapter 720.

1126.07 HEARING; RENEWAL; REVOCATION.

(a) Notwithstanding anything in this chapter or section to the contrary, any conditional use permit application for a medical marijuana dispensary shall be heard by the Planning Commission and, if approved, shall expire 12 months from the date of issuance. Subsequent renewal of the conditional use permit may be made administratively by the Safety Director if no significant modifications to the conditions of the permit have been proposed and no violations have been determined. Violations may include, for example, legitimate loitering complaints, excessive police calls to the immediate vicinity, noise complaints, non-compliance with the terms of the conditional use permit, or non-compliance with other applicable state or local regulation. The licensee shall have a reasonable opportunity and time to cure the complaint or possible non-compliance as defined in this section before being subject to revocation or suspension.

(b) Determination of administrative renewal is at the discretion of the Safety Director. Renewal applications must be submitted in writing at least 30 days prior to expiration of permit.

(c) The conditional use permit for a medical marijuana dispensary is non-transferable.

(d) Notwithstanding anything in this chapter or section to the contrary, any conditional use permit granted for a medical marijuana dispensary may be revoked by the Planning Commission after referral to the Planning Commission by the Director and after a public hearing on whether violations have occurred or the spirit and intent of the conditional use permit has not been met. Notice of such hearing shall be sent to the licensee and to others pursuant to Section 1173.07(b)(2) of this Code as if a zoning change were requested.

1126.08 SEVERABILITY.

If any section, subsection, or clause of this

chapter shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

1126.99 PENALTY.

- (a) Violations of this chapter for which no penalty is specified shall be unclassified misdemeanor offenses punishable by fine or imprisonment, as provided in Section 501.99 of the Codified Ordinances of the City of Brook Park.
- (b) Each day that a medical marijuana dispensary operates in violation of this chapter is a separate offense.

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

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to enact Chapter 1126 of the Park Codified Ordinances; therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council. It shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____



PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

8-24-21 Legislative
Prior 9-7-21
6-21-22
7-19-22
8-23-22
9-7-21
Caucus 2-8-22

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11270-2022

INTRODUCED BY: COUNCILMAN TROYER, MENCINI, COYNE,
POINDEXTER, AND ROBERTS

AN ORDINANCE

ENACTING CHAPTER 720 OF THE BROOK PARK CODIFIED ORDINANCES
ENTITLED 'MEDICAL MARIJUANA OPERATIONS', AND DECLARING AN EMERGENCY

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

SECTION 1: Chapter 720 of the Brook Park Codified Ordinances, entitled
"Medical Marijuana Operations" is hereby enacted to read as follows:

CHAPTER 720
Medical Marijuana Operations

720.01 PURPOSE. The purposes of this chapter are to establish
limitations on medical marijuana operations within the City and to
establish reasonable and uniform regulations to minimize and
control the negative secondary effects of medical marijuana
dispensaries within the City, all in order to promote the health,
safety, and welfare of the citizens of the City.

720.02 DEFINITIONS.

For purposes of this chapter;

(a) "Medical marijuana" shall have the same meaning as in R.C.
3796.01.

(b) "School," "church," "public library," "public playground,"
and "public park" shall have the same meanings as in R.C.
3796.30.

(c) "Disqualifying offense," "cultivator," "processor" and
"dispensary" shall have the same meanings as in Ohio Admin. Code
3796:1-1-01 or subsequent similar regulations.

(d) "Licensee" means, with respect to a medical marijuana
dispensary license issued under this chapter, a person in whose
name a license to operate a medical marijuana dispensary has been
issued, as well as the individual(s) designated on the license
application as principally responsible for the operation of the

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medical marijuana dispensary.

(e) "Operate" means to control or hold primary responsibility for the operation of a medical marijuana dispensary, either as a business entity, as an individual, or as part of a group of individuals with shared responsibility. "Operate" or "cause to be operated" shall mean to cause to function or to put or keep in operation. Operator means any persons on the premises of a medical marijuana dispensary who is authorized to exercise overall operational control or hold primary responsibility for the operation of a medical marijuana dispensary or who causes to function or who puts or keeps in operation the business. A person may be found to be operation or causing to be operated a medical marijuana dispensary whether or not that person is an owner, part owner, or licensee of the business.

(f) "Person" means an individual, proprietorship, partnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

(g) "Transfer of ownership or control" of a medical marijuana dispensary shall mean any of the following:

(1) The sale, lease, or sublease of the business;

(2) The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or similar means; or

(3) The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

(h) "Director" shall mean the Director of Public Safety, "Commissioner" shall mean the Building Commissioner, and "Chief" shall mean the Chief of Police of the City.

720.03 APPLICABILITY.

Businesses subject to this chapter are medical marijuana cultivators, processors and dispensaries.

720.04 PROHIBITION ON CERTAIN MEDICAL MARIJUANA OPERATIONS.

No person shall operate a medical marijuana cultivator or processor in the City. Any person who violates this section shall be guilty of a misdemeanor of the first degree.

720.05 MEDICAL MARIJUANA DISPENSARY LICENSE REQUIRED.

(a) No person shall operate a medical marijuana dispensary without a valid medical marijuana dispensary license issued by the City pursuant to this chapter.

(b) Any person who violates subsection (a) of this section shall be guilty of a misdemeanor of the first degree.

720.06 MEDICAL MARIJUANA DISPENSARY LICENSE APPLICATION.

(a) An application for a medical marijuana dispensary license shall be submitted to the Director on a form provided by the Director. The application may request and the applicant shall provide such information as reasonably necessary to enable the City to determine whether the applicant meets the qualifications established in this chapter.

(b) An application for a medical marijuana dispensary license shall identify and be signed by the following persons:

(1) If the business entity is owned by an individual, that individual.

(2) If the business entity is owned by a corporation, each officer or director of the corporation, any individual owning or controlling more than 50 percent of the voting shares of the corporation, and any person with an ownership interest in the corporation who will be principally responsible for the operation of the proposed medical marijuana dispensary or greater ownership interest in the corporation.

(3) If the business entity is owned by a limited liability company, each member of the limited liability company, and any person who will be principally responsible for the operation of the proposed medical marijuana dispensary on behalf of the limited liability company.

(4) If the business entity is owned by a partnership (general or limited), a joint venture, or any other type of organization where two or more persons share in the profits and liabilities of the organization, each partner (other than limited partners); and any other person entitled to share in the profits of the organization, whether or not such person is also obligated to share in the liabilities of the organization, who will be principally responsible for the operation of the proposed medical marijuana dispensary.

(c) An application for a medical marijuana dispensary license

must designate one or more individuals to be principally responsible for the operation of the proposed medical marijuana dispensary, if a license is granted. At least one person so designated must be involved in the day-to-day operation of the proposed medical marijuana dispensary on a regular basis. Each person so designated, as well as the business entity itself, shall be considered a license applicant, must qualify as a licensee under this chapter, and shall be considered a licensee if a license is granted.

(d) An application for a medical marijuana dispensary license shall be completed according to the instructions of the application form, which shall require the following:

(1) If the applicant is:

A. An individual, state the legal name and any aliases of such individual;

B. A partnership, state the complete name of the partnership and all of its partners and whether the partnership is general or limited, and provide a copy of the partnership agreement, if any; or

C. A joint venture, or any other type of organization where two or more persons share in the profits and liabilities of the organization, state the complete name of the organization and provide a copy of the legal document establishing the organization, if any; or

D. A corporation, state the complete name of the corporation and the date of its incorporation, provide evidence that the corporation is in good standing under the laws of its state of incorporation, and state the names and capacity of all officers and directors, the name of the registered corporate agent, and the address of the registered office for service of process.

E. A limited liability company, state the complete name of the limited liability company and the date of its organization, provide evidence that the company is in good standing under the laws of its state of organization, and state the names of all members, the name of the registered statutory agent, and the address of the registered office for service of process.

(2) If the applicant intends to operate the medical marijuana dispensary under a name other than that of the applicant, state the fictitious name to be used and submit copies of documentation evidencing the registration of the business name under applicable laws.

(3) State whether any applicant, or any of the individuals identified in the application pursuant to subsection (b) hereof,

has been convicted of a disqualifying offense, and if so, the specified offense and the date, place, and jurisdiction of each such conviction.

(4) State whether any applicant, or any of the individuals identified in the application pursuant to subsection (b) hereof, has had a previous license under this chapter or other similar regulation of another jurisdiction denied, suspended or revoked, including the name and location of the medical marijuana dispensary for which the permit was denied, suspended or revoked, as well as the date of the denial, suspension or revocation; and state whether the applicant has been a partner in a partnership or an officer, director or 10 percent or greater owner of a corporation licensed under this chapter whose license has previously been denied, suspended or revoked, including the name and location of the business for which the permit was denied, suspended or revoked as well as the date of denial, suspension or revocation.

(5) State whether any applicant, or any of the individuals identified in the application pursuant to subsection (b) hereof, holds any other licenses under this chapter or other similar regulation from this or another jurisdiction and, if so, the names and locations of such other licensed businesses.

(6) State the location of the proposed medical marijuana dispensary, including a legal description of the property, street address, and telephone number(s), if any.

(7) State the mailing address and residential address of each applicant and each person signing the application.

(8) Submit a current, valid retail dispensary license or provisional dispensary license issued to the applicant by the state board of pharmacy under the provisions of R.C. Chapter 3796 and the regulations promulgated thereunder, or evidence that the applicant has made application for such a license or provisional license to the state board of pharmacy.

(9) Submit a security plan for review and approval by the Chief. The security plan shall be on a form or in a manner prescribed by the Chief and shall include, at a minimum, a lighting plan that identifies how the interior, facade, adjoining sidewalks, parking areas and immediate surrounding areas of the dispensary will be illuminated and how the lighting will deflect light away from adjacent properties; and an identification of operable cameras, alarms, security guards and other security measures to be present on the premises whether during or outside business hours. The security plan should address the applicant's use of off-street parking and proposed use of armed security guards, video surveillance and door, building and parking lot

security as appropriate. The applicant shall supply all additional information requested by the Chief necessary for the Chief to evaluate the security plan.

(10) State the driver's license number and Social Security number of each applicant who is a natural person and each person signing the application, or, for an applicant that is not a natural person, the applicant's federally issued tax identification number.

(11) Submit proof that each applicant who is a natural person is at least 18 years old.

(12) Submit a sketch or diagram showing the configuration of the premises of the medical marijuana dispensary. The diagram shall also designate the place at which the dispensary license will be conspicuously posted, if issued. The sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.

720.07 ISSUANCE OF MEDICAL MARIJUANA DISPENSARY LICENSE.

(a) Within five days of receipt of an application for a medical marijuana dispensary license, the Director shall notify the Commissioner and the Chief of such application. In making such notification, the Director shall request that the Chief promptly investigate the information provided in the application and shall request that the Chief and Commissioner promptly inspect the premises for which the medical marijuana dispensary license is sought in order to assess compliance with the regulations under their respective jurisdictions.

(b) The Chief and the Commissioner shall begin their respective investigations and inspections promptly upon receipt of notice of an application from the Director. The Chief and Commissioner shall provide the results of their investigations, including written certifications of whether the premises and applicants are in compliance with the laws and regulations under their respective jurisdictions, to the Director, in writing, within 60 days of receipt of notice of the application.

(c) The Commissioner's inspection of the premises for which a medical marijuana dispensary license is sought shall include an investigation as to whether the premises are in compliance with the Ohio Basic Building Code, the Brook Park Zoning Code, the Brook Park Property Maintenance Code, and the provisions of this chapter related to physical characteristics of the premises.

(d) Within 90 days after receipt of a completed medical

marijuana dispensary license application, the Director shall approve or deny the issuance of a license. The Director shall approve the issuance of a license to an applicant unless he or she determines that one or more of the following findings is true:

(1) An applicant who is a natural person is under 18 years of age.

(2) An applicant has failed to provide information reasonably necessary for issuance of the license as requested on the application form, or has falsely answered a question or request for information on the application form.

(3) No person identified in the application pursuant to Section 556.06(b) or Section 556.06(c) of this chapter has been denied a license to operate a medical marijuana dispensary or has had a license to operate a medical marijuana dispensary revoked within the preceding 12 months by any jurisdiction.

(4) No person identified in the application pursuant to Section 556.06(b) or Section 556.06(c) of this chapter has been convicted of a disqualifying offense.

(5) The proposed medical marijuana dispensary would violate or fail to be in compliance with any provisions of the Brook Park Zoning Code, Property Maintenance Code or General Offenses Code, or state statute or regulation.

(6) The application and investigation fee or a prior license fee required by this chapter has not been paid in full.

(7) An applicant is in violation of or in not in compliance with any provision of this chapter, except as provided in subsection (e)(1) of this section.

(e) If the Director determines that one or both of the following findings is true, the license issued pursuant to subsection (d) of this section shall contain a requirement that the licensee correct all deficiencies specified within 120 days of the date the license is issued:

(1) The results of inspections of the premises by the Chief or the Commissioner indicate that the premises are not in compliance with applicable laws and regulations under their respective jurisdictions, including the provisions of this chapter related to characteristics of the physical premises. This subsection shall not apply to premises that are in violation of any law or regulation that is identified or referenced in subsections (d)(1) through (d)(7) hereof.

(2) An applicant is overdue in payment to the City of taxes,

fees, fines, or penalties assessed against or imposed upon him or her in relation to any business, which are not the subject of a pending appeal or other legal challenge.

(f) If the Director determines that no other grounds for denial of a license exist under subsection (d) hereof, the Director shall not delay approval of the application past the end of the 90-day period provided in this section solely because the Chief has not provided the Director with the results of his inspection of the premises; the results of the Commissioner's inspection of the premises are not available; or the Chief has not completed his investigation of the criminal background of the applicant(s). If, after approving the issuance of a license, the Director receives information from his investigation which he determines constitutes grounds for denial of a license under subsection (d) hereof, then the medical marijuana dispensary license issued pursuant to this subsection (f) hereof shall be immediately revoked. If after approving the issuance of a license, the Director receives information concerning the results of inspections of the premises by the Chief, or the Commissioner's inspection, which the Director determines constitutes grounds for the issuance of a license subject to a requirement to correct deficiencies under subsection (e) hereof, then a requirement shall be added to the terms of the medical marijuana dispensary licenses issued pursuant to this subsection (f) hereof to correct all deficiencies noted within 120 days of the date such requirement is added.

(g) A medical marijuana dispensary license, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date, and the address of the licensed medical marijuana dispensary. All medical marijuana dispensary licenses shall be posted in a conspicuous place at or near the entrance to the business so that they may be easily read at any time.

(h) The Director shall advise the applicant in writing of the reasons for any license denial.

720.08 FEES.

(a) Every application for a new medical marijuana dispensary license shall be accompanied by a \$350.00 non-refundable application and investigation fee.

(b) Every application for renewal of a medical marijuana dispensary license shall be accompanied by a \$250.00 non-refundable application and investigation fee.

(c) In addition to the application and investigation fee required

in subsection (a) or (b) hereof, every applicant that is granted a medical marijuana dispensary license (new or renewal) shall pay to the City an annual, non-prorated license fee in the amount of \$25,000.00 upon license issuance or renewal and which the licensee shall pay to the City within 60 days of the expiration of any term (new or renewal) of the license. The initial license fee may be refunded only if the applicant does not receive a license issued by the state board of pharmacy for a period covering any portion of the term of the license issued by the City. The licensee shall give the Director or his or her designee(s) an opportunity to review the data and basis upon which the licensee has calculated fees due under this section.

(d) All fees for licenses and permits are to be collected by the Building Department.

720.09 INSPECTION.

(a) The Division of Police and Commissioner shall, from time to time, inspect each medical marijuana dispensary licensed under the provisions of this chapter that is open to the public in order to assess compliance with the provisions of this chapter.

(b) An applicant or licensee shall permit the Commissioner or designees and the Chief or designees, as well as representatives of other city departments and divisions, to inspect a medical marijuana dispensary that is open to the public for the purpose of insuring compliance with the law, during times that it is occupied or open for business.

(c) An applicant or licensee shall subject the application to denial or the license to revocation if he or she refuses to permit such lawful inspection of the premises.

720.10 EXPIRATION AND RENEWAL OF LICENSE.

(a) Each license issued pursuant to this chapter shall expire one year from the date of issuance and may be renewed by making application as provided in this section. Application for renewal shall be made no more than 90 days and no fewer than 30 days before the expiration date. If application is made fewer than 30 days before the expiration date, the license will not be extended pending a decision on the application, but will expire on its normal expiration date.

(b) An application for renewal of a medical marijuana dispensary license shall be submitted to the Director on a form provided by the Director. The renewal application may request and the applicant shall provide such information as reasonably necessary to enable the City to determine whether the applicant meets the

qualifications established in this chapter. The completed renewal application shall describe any changes or additions to, or deletions from, the information provided in the applicant's initial license application pursuant to Section 720.06 of this chapter. The completed renewal application shall be accompanied by copies of any document or material submitted in connection with the initial license application that has been revised or requires revision to reflect any change in circumstances or conditions.

Sketches or diagrams and security plans submitted with an initial medical marijuana dispensary license application may be resubmitted with subsequent renewal applications, provided that the applicant certifies in writing that the sketch or diagram and security plan still depict the premises and plan accurately.

(c) The Director shall make determinations concerning the approval of license renewals based on the same criteria used to evaluate applications for new licenses under Section 720.07 of this chapter.

(d) The Director shall advise the applicant in writing of the reason(s) for any denial of a license renewal.

(e) When the City denies an application for renewal of a license, the applicant shall not be issued another license for one year from the date of denial. If the City finds, subsequent to denial, that the basis for denial of the renewal license has been corrected or abated, the applicant may be granted a license if at least 90 days have elapsed since the denial was issued.

720.11 LICENSE SUSPENSION.

(a) The City shall suspend a medical marijuana dispensary license for a period not to exceed 30 days if it determines that a licensee:

(1) Has violated or is not in compliance with any section of this chapter; or

(2) Has authorized or approved an employee's violation of or failure to comply with any section of this chapter, or as a result of the licensee's negligent failure to supervise either the premises of the medical marijuana dispensary or a medical marijuana dispensary has allowed an employee to violate or fail to comply with any section of this chapter.

(b) The City shall suspend a medical marijuana dispensary license for a period not to exceed 30 days if it determines that a licensee or his employee or agent has refused to allow an inspection of the licensed medical marijuana dispensary premises

as authorized by this chapter.

(c) The Director shall advise the licensee in writing of the reason(s) for any suspension.

720.12 LICENSE REVOCATION.

(a) The City shall revoke a medical marijuana dispensary license if a cause of suspension under Section 720.11 of this chapter occurs and the license has been suspended two times within the preceding 12 months.

(b) The City shall revoke a medical marijuana dispensary license if it determines that:

(1) A licensee gave false or misleading information in the material submitted during the application process;

(2) The licensee(s) failed to comply with any requirement stated in the license, pursuant to Section 720.07(g) of this chapter, to correct specified deficiencies within 120 days;

(3) A licensee has knowingly allowed, or as a result of the licensee's negligent failure to supervise either the premises of the medical marijuana dispensary or a medical marijuana dispensary employee, a licensee has allowed, possession, use, or sale of controlled substances (except medical marijuana) on the premises;

(4) A licensee has knowingly allowed, or as a result of the licensee's negligent failure to supervise either the premises of the medical marijuana dispensary or a medical marijuana dispensary employee, a licensee has allowed the commission of a felony on the premises;

(5) A licensee operated the medical marijuana dispensary during a period of time when the licensee knew or reasonably should have known that the licensee's license was suspended, or when the licensee no longer maintained a dispensary license issued by the state board of pharmacy;

(6) A licensee has been convicted of a specified criminal activity, as defined in Section 720.02 of this chapter, during the term of the license; or

(7) A licensee is delinquent in payment to the City, County, or State for any taxes or fees past due that were assessed or imposed in relation to any business.

(c) The Director shall advise the licensee in writing of the

reason(s) for any revocation.

(d) When the City revokes a license, the licensee shall not be issued another license for one year from the date the revocation became effective. If the City finds, subsequent to revocation, that the basis for the revocation has been corrected or abated, the applicant may be granted a license if at least 90 days have elapsed since the date the revocation became effective.

720.13 APPEAL RIGHTS.

(a) Any denial, suspension, or revocation of a new or renewal license under this chapter may be appealed to the City of Brook Park Board of Zoning Appeals by written notice within 10 days of such denial, suspension or revocation. Unless the applicant requests a longer period, the Board of Zoning Appeals must hold a hearing on the appeal within 30 days and must issue a decision affirming or reversing the denial, suspension, or revocation within five days after the hearing.

(b) Any decision by the Board of Zoning Appeals shall be a final appealable order and the applicant or licensee may seek judicial review of such administrative action in any court of competent jurisdiction pursuant to general law.

(c) Any licensee lawfully operating a medical marijuana dispensary prior to the denial of a license renewal application, or the suspension or revocation of a license, may continue to operate said business during the pendency of an appeal of a decision rendered under this chapter to the Board of Zoning Appeals or to a court.

(d) In the event that an applicant for a new medical marijuana dispensary license seeks judicial review of the denial of a new license, there shall be no automatic stay of the denial.

720.14 TRANSFER OF LICENSE.

A medical marijuana dispensary license is not transferable from one licensee to another or from one location to another without the express written permission of the Director. Any purported transfer of a medical marijuana dispensary license without the express written permission of the Director shall automatically and immediately revoke that license. Notwithstanding anything in this chapter to the contrary, a license transferee shall assume all responsibilities of the license transferor under this chapter and all applicable code.

**720.15 REGULATIONS PERTAINING TO THE OPERATION OF
MEDICAL MARIJUANA DISPENSARIES.**

(a) No person may operate or cause to be operated a medical marijuana dispensary without complying with the following requirements:

(1) The medical marijuana dispensary shall be operated in accordance with all applicable laws, rules and regulations promulgated by the state.

(2) The parcel upon which the dispensary is operated shall not at the time the original dispensary license is issued be located within 1,000 feet from any parcel on which sits a school, church, public library, public playground, recreation center, city owned building or property, or 500 feet from any residential property and not within one-half mile of any medical marijuana dispensary or public park.

(3) Consultations by medical professionals shall not be a permitted at a dispensary, unless the patron already has a recommendation for medical marijuana prior to entering the dispensary.

(4) Signs shall be posted on the outside of the dispensary and shall only contain the name of the business, limited to two colors.

(5) The dispensary shall operate only between the hours of 7:00 a.m. and 9:00 p.m., seven days a week.

(6) The use of any vending machine which allows access to medical marijuana is prohibited. For purposes of this subsection (a)(6), a vending machine is any device which allows access to medical marijuana without a human intermediary.

(7) The premises of every medical marijuana dispensary shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access, including restrooms, at an illumination level of not less than five foot-candles as measured at floor level.

(8) No medical marijuana dispensary shall be operated in any manner that permits the observation from outside the premises of any image depicting or describing a marijuana leaf or the combustion of plant material, whether by means of display, decoration, sign, window or any other means.

(9) Any material change to information provided in the

licensee's application including, but not limited to, changes to the security plan must be promptly communicated, in writing, to the Director.

(10) If, at any time, the licensee is subject to any enforcement action by the state, the licensee shall immediately notify the Director and shall provide any relevant information or documentation requested by the Director.

(11) If, at any time, the licensee has a reasonable belief that an actual loss, theft or diversion of medical marijuana or currency worth or amounting to more than \$100.00 has occurred, the licensee shall immediately notify the Director, and in any event such notification shall be provided no later than 24 hours after discovery of the loss, theft or diversion.

(b) Except as otherwise provided in this paragraph, any person who violates subsection (a) hereof, or any person who operates a medical marijuana dispensary and permits a violation of subsection (a) hereof on the premises, shall be guilty of a misdemeanor of the third degree. If the offender previously has been convicted of or pleaded guilty to one violation of subsection (a) hereof, a violation of subsection (a) of this section will be considered a misdemeanor of the second degree. If the offender previously has been convicted of or pleaded guilty to two or more violations of subsection (a) of this section, a violation of subsection (a) hereof will be considered a misdemeanor of the first degree.

720.16 LOITERING AND EXTERIOR LIGHTING AND MONITORING REQUIREMENTS.

(a) It shall be the duty of the operator of a medical marijuana dispensary to:

(1) Initiate and enforce a no loitering policy within the external boundaries of the real property upon which the medical marijuana dispensary is located;

(2) Post conspicuous signs stating that no loitering is permitted on such property;

(3) Monitor the activities of persons on such property by visually inspecting such property or inspecting such property by use of video cameras and monitors; and

(4) Provide adequate lighting of the exterior premises to provide for visual inspection or video monitoring and to prohibit

loitering. The video cameras and monitors shall operate continuously at all times that the premises is open for business.

(b) It shall be unlawful for a person having a duty under this section to knowingly fail to fulfill that duty.

720.17 INJUNCTION.

Any person who operates or causes to be operated a medical marijuana dispensary in violation of this chapter is subject to a suit for injunction as well as prosecution for criminal violations under the Codified Ordinances of the City.

720.18 EFFECT OF PARTIAL INVALIDITY.

If any section, subsection or clause of this chapter shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

720.19 CHANGE IN INFORMATION.

During the pendency of any application for, or during the term of, any medical marijuana dispensary license, the applicant or licensee shall promptly notify the Director in writing of any change in any material information given by the applicant or licensee in the application for such license, including specifically, but without limitation, any change in managers of the medical marijuana dispensary establishment or in the individuals identified in the application pursuant to this chapter; or if any of the events constituting grounds for suspension or revocation pursuant to this chapter occur.

720.99 PENALTY.


(a) Violations of this chapter for which no penalty is specified shall be unclassified misdemeanor offenses punishable by fine or imprisonment, as provided in Section 501.99 of the Codified Ordinances of the City of Brook Park.

(b) Each day that a medical marijuana dispensary operates in violation this chapter is a separate offense.

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

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to enact Chapter 720 of the Park Codified Ordinances; therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council. It shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____



PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW



City of Brook Park
City Hall

Edward A. Orcutt, Mayor

September 1, 2022

Council President Michael Vecchio & All Members of City Council,

In accordance with **Article III, THE MAYOR, Section 3.03 Duties and Powers of the Mayor** found in the Charter of the City of Brook Park, I hereby veto **Ordinance 11269-2022** concerning Medical Marijuana Dispensaries and **Ordinance 11270-2022** concerning Medical Marijuana Operations.

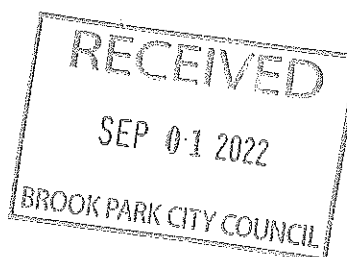
August 23, 2022 Law Director Horvath expressed concern about the limited zoning district for medical marijuana.

I as Mayor encourage City Council to look at alternate legislation that would be more beneficial to the City.

Sincerely,

Edward A. Orcutt

Mayor, City of Brook Park



CITY OF BROOK PARK, OHIO

P/C
CA Prior 8-23-22
1st R 9-6-22
2nd R
3rd R
B/C

RESOLUTION NO: 22-2022

INTRODUCED BY: COUNCIL AS A WHOLE

A RESOLUTION

APPROVING THE PROPOSED LOT SPLIT FOR 18300 SNOW ROAD PPN: 342-18-004 TO CREATE NEW PARCEL 'A' AND PARCEL 'B', LOCATED IN THE U-A ZONE, AND DECLARING AN EMERGENCY

WHEREAS, on August 1, 2022 the Planning Commission approved and referred to Council a request for the proposed lot split for 18300 Snow Road, ppn: 342-18-004 to create new Parcel "A" and Parcel "B", located in the U5-A Zone.

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

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

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

SECTION 3: This 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 that it is Council's desire to approve the lot split of permanent parcel no. 342-18-004; this Resolution shall take effect and be in force immediately from and after its passage and approval by the Mayor.



PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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



DIRECTOR OF LAW



MEMO

CITY OF BROOK PARK – BUILDING DEPARTMENT

5590 Smith Road • Brook Park • Ohio • 44142

Phone: (216) 433-7412 • Fax: (216) 433-4117



TO: Carol Johnson, Clerk of Council

CC: Mayor Orcutt
Carol Horvath, Law Director
mvecchio@cityofbrookpark.com
troyerward1@att.net
jamesmencini@yahoo.com
sroberts@cityofbrookpark.com
rscott@cityofbrookpark.com
ncoyne@cityofbrookpark.com
bpoindexter@cityofbrookpark.com
brookparksalvatore@gmail.com

FROM: Carol Dell, Planning Commission Secretary

DATE: August 3, 2022

RE: Planning Commission Recommendation

The Brook Park Planning Commission met on August 1, 2022 regarding PPN: 342-18-004. By a vote of 5/5, the Planning Commission voted to recommend approval of the proposed lot split plat for the following:

Request approval of the proposed lot split for 18300 Snow Road PPN: 342-18-004 to create new Parcel "A" and Parcel "B" | Located in U5-A Zone

Applicant: DROP BP I, LLC Kevin DiGeronimo – Independence Construction

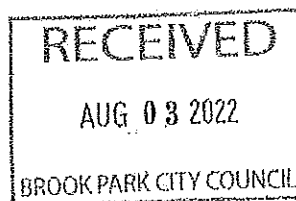
The Planning Commission herein submits its recommendation to City Council that they, by Resolution prepared and approved by the Law Department, Affirm or Deny the Vote of the Planning Commission at the next regularly scheduled meeting.

See Attached Engineer's Comments & 2022 Planning Commission Application, including the lot split plat and legal description.

If additional information is required, please feel free to contact me.

AGENT INFORMATION:

Kevin DiGeronimo
Independence Construction
6400 E. Schaaf Road, Independence, OH 44131
E-Mail: kevindig@indexc.com
Office 216/524-1700
mmontecalvo@digeronimocompanies.com
tsciano@dbohning.com



Thank you,

Carol Dell

Secretary, City of Brook Park Planning Commission
Building Department
Office: 216/433-7412
E-Mail: cdell@cityofbrookpark.com

MEMO

AUG 04 2022

TO: Neal Dorenkott, Building Commissioner
FROM: Edward R. Piatak, P.E., Consulting City Engineer
DATE: August 3, 2022 (July 22, 2022)
SUBJECT: 18300 Snow Road -Forward Innovation Center -- Lot Split
CC:

Mr. Dorenkott:

I have reviewed the August Planning Commission Application for the above reference Project and offer the following comments:

1. Confirm the Plat has been reviewed/approved by the County.
2. It was assumed the "ALTA" and "Proposed Lot Split" drawings that were included in the Planning Commission Application Packet were for informational purposes only and are not to be included in the final Plat drawing(s) that will be recorded at the County.

Please advise me if you have any questions or require additional information.

EUTHENICS, INC.

Edward R. Piatak

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

F:\jobs\107\Misc-Plans\2022 Plan Reviews\01 Planning Commission\08 August\18300 Snow Road - Lot Split\Dorenkott Memo 08 03 2022.docx



CITY OF BROOK PARK

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

www.cityofbrookpark.com/building-department
Office 216.433.7412

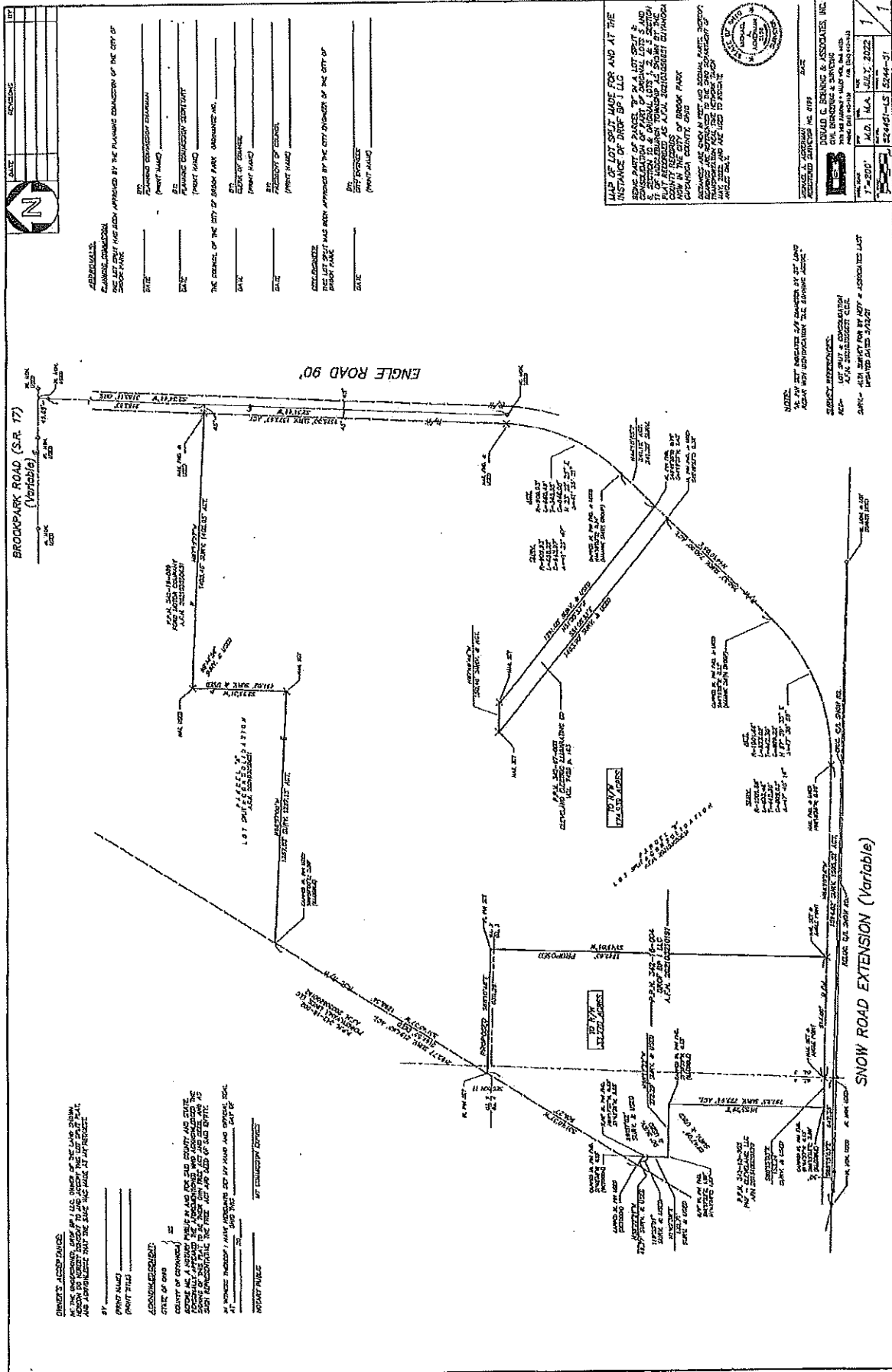
2022 PLANNING COMMISSION APPLICATION

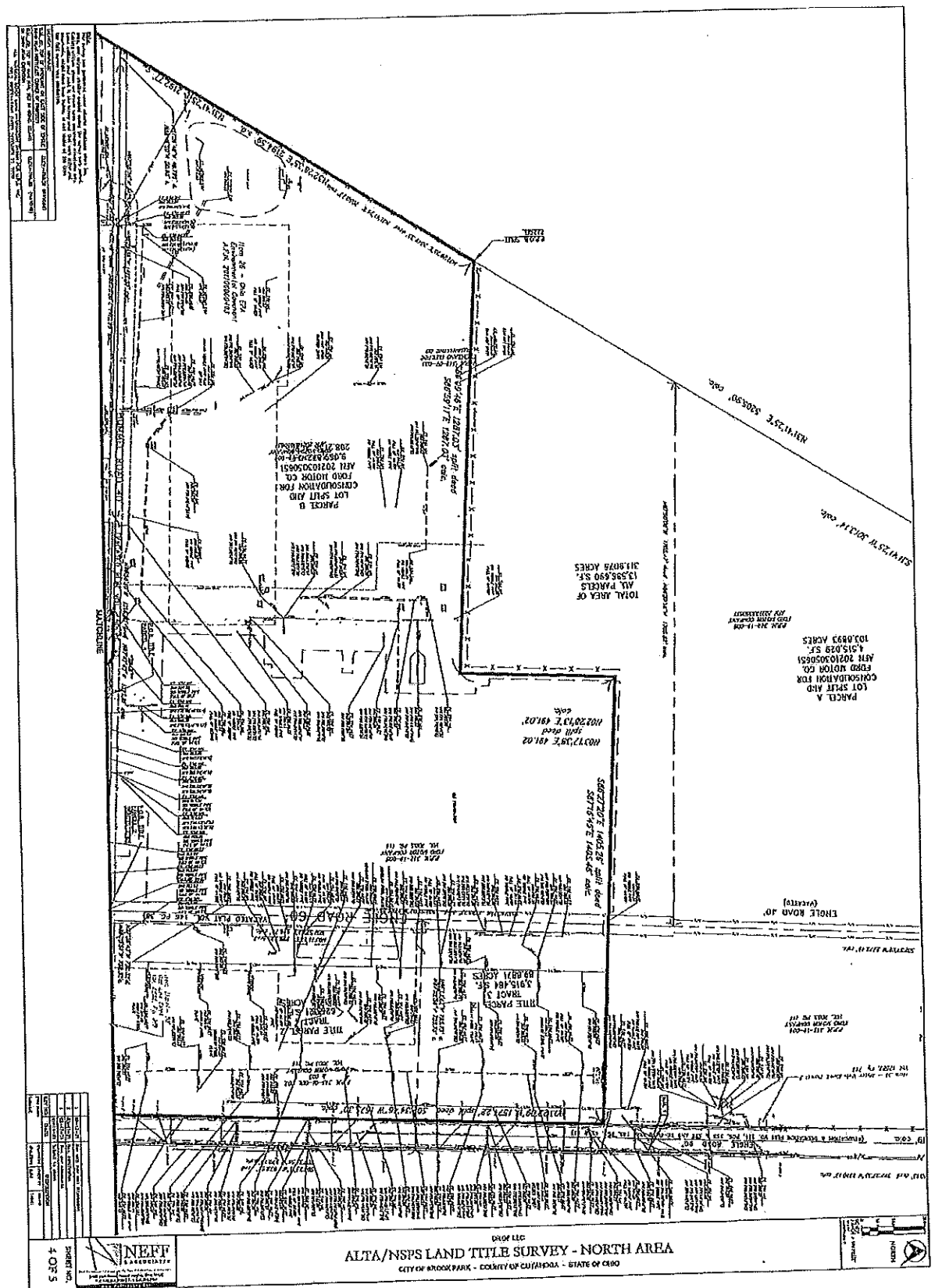
PROJECT ADDRESS	18300 Snow Road	<input type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL	ZONE	U5A & U5B
PARCEL #	342-18-004	BUSINESS NAME (If Applicable)	N/A	

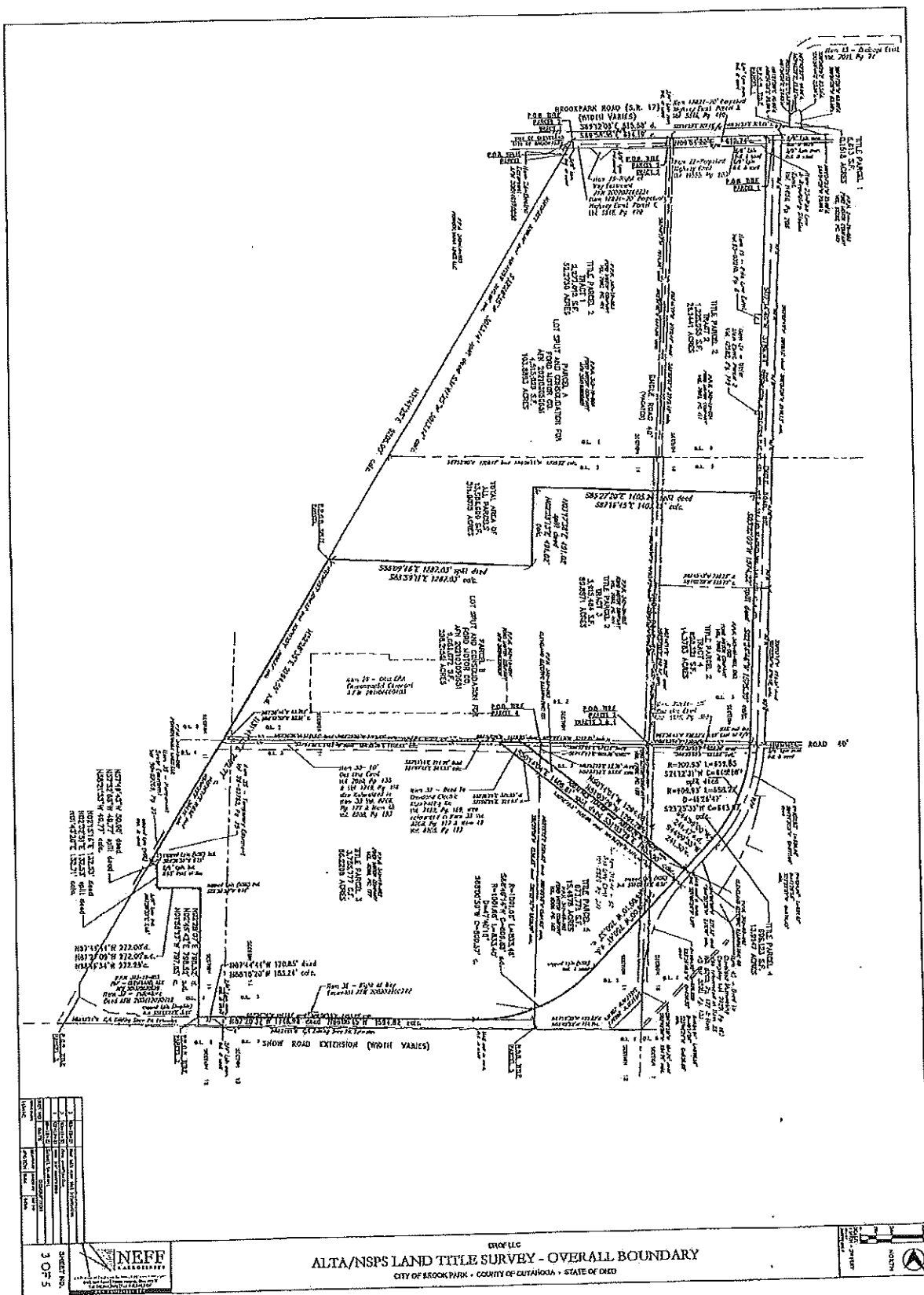
PROPERTY OWNER NAME(S)	DROF BP I LLC				<input type="checkbox"/> Will Attend Meeting
Phone #	216-524-1700	Email	mmontecalvo@dlgeronimocompanies.com		
Street Address	4760 Richmond Road, Suite 200	City	Cleveland	Zip	44128
AGENT/CONTACT PERSON NAME(S)	Kevin DiGeronimo / Independence Construction				<input type="checkbox"/> Will Attend Meeting
Phone #	216-524-1700	Email	kevin.dig@indexc.com mmontecalvo@dlgeronimocompanies.com tsclano@dbohnlg.com		
Street Address	6400 E. Schaaf Road	City	Independence	Zip	44131

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	The property owner is requesting authorization of the attached Lot Split for the former Ford Cleveland Engine Plant No. 2 and Cleveland Casting Plant.	

APPLICANT SIGNATURE		<input type="checkbox"/> Owner <input type="checkbox"/> Agent	DATE	6/22/2022
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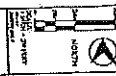


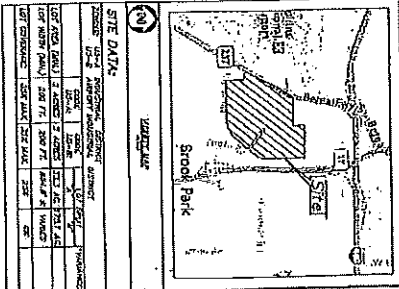


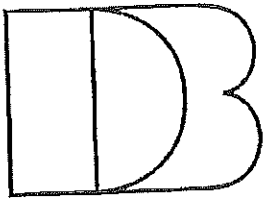
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5	10/10/2011	10:10:10 AM
6	10/10/2011	10:10:10 AM
7	10/10/2011	10:10:10 AM
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13	10/10/2011	10:10:10 AM
14	10/10/2011	10:10:10 AM
15	10/10/2011	10:10:10 AM
16	10/10/2011	10:10:10 AM
17	10/10/2011	10:10:10 AM
18	10/10/2011	10:10:10 AM
19	10/10/2011	10:10:10 AM
20	10/10/2011	10:10:10 AM



ALTA/NSPS LAND TITLE SURVEY - OVERALL BOUNDARY
CITY OF BROOK PARK, COUNTY OF CUYAHOGA, STATE OF OHIO







**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130
F 216.642.1132

Parcel "B-1"
174.9392 Acres
DGB 5244-51

July, 2022

Legal Description

Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio, and known as being part of Parcel "B" in a Lot Split and Consolidation of part of Original Middleburgh Township Lot Nos. 4, 5, and 6 in Section 10 and Lot Nos. 2, 3, 4, 5 and 6 in Section 11, as recorded in A.F.N. 202103050651 of Cuyahoga County Records, and bounded and described as follows:

Beginning at an iron monument found in the original centerline of Snow Road Extension, at its intersection with the easterly line of said Original Middleburgh Township Lot No. 4;

Thence North 1 degrees 17 minutes 45 seconds West, 50.00 feet to a nail set at an angle point in the northerly line of Snow Road Extension, variable width;

Thence South 88 degrees 15 minutes 03 seconds East along the northerly line of Snow Road Extension, 614.00 feet to a nail set, and the principal place of beginning of the parcel herein described;

Thence North 1 degree 49 minutes 04 seconds East, 1742.63 feet to an iron pin set;

Thence North 88 degrees 10 minutes 46 seconds West, 630.26 feet to an iron pin set at its intersection with the southeasterly right-of-way conveyed to Pennsylvania Lines, LLC by deed recorded as A.F.N. 200208200162 of Cuyahoga County Records;

Thence North 31 degrees 40 minutes 37 seconds East along the southeasterly right-of-way of said land conveyed to Pennsylvania Lines, LLC, 1288.36 feet to a point in the southwesterly corner of Parcel "A" in said Lot Split & Consolidation, and from which point a capped iron pin (illegible) found bears South 86 degrees 57 minutes 00 seconds East, 2.00 feet;

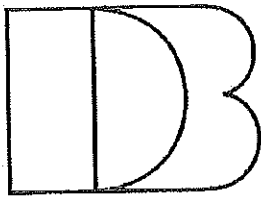
Thence South 86 degrees 57 minutes 00 seconds East along the southerly of said Parcel "A", 1287.15 feet to a nail set at an angle point, therein;

Thence North 2 degrees 29 minutes 31 seconds East along the southerly line of said Parcel "A", 491.02 feet to a nail found at an angle point, therein;

Thence South 87 degrees 15 minutes 27 second East along the southerly line of said Parcel "A", 1405.05 feet to a nail found in the westerly line of Engle Road, 90 feet wide;

Thence South 2 degrees 34 minutes 44 seconds West along the westerly line of Engle Road, 1573.67 feet to a nail found at a point of curvature;

Thence southwesterly along the curved westerly line of Engle Road, being the arc of a curve deflecting to the right, 660.49 feet to a point of tangency, said arc having a radius of 909.93 feet, a central angle of 41 degrees 35 minutes 21 seconds, and a chord which bears South 23 degrees 22 minutes 25 seconds West, 646.08 feet and from which point a capped iron pin (Mannik Smith Group) found bears North 44 degrees 10 minutes 05 seconds East, 0.24 feet;



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

Parcel "B-1"
174.9392 Acres
DGB 5244-51

Thence South 44 degrees 10 minutes 05 seconds West along the northwesterly line of Engle Road, 241.18 feet to its intersection with the northeasterly line of a parcel of land conveyed to Cleveland Electric Illuminating Company by deed recorded in Vol 7429, Page 163 of Cuyahoga County Records, and from which point an iron pin found bears South 45 degrees 49 minutes 55 seconds East, 0.76 feet; South 44 degrees 10 minutes 05 seconds West, 1.45 feet;

Thence North 51 degrees 05 minutes 33 seconds West along the northeasterly line of said land conveyed to Cleveland Electric Illuminating Company, 1291.60 feet to a nail set in the northeasterly corner, thereof;

Thence North 87 degrees 49 minutes 46 seconds West along the northerly line of said land conveyed to Cleveland Electric Illuminating Company, 150.46 feet to a nail set in the southwesterly corner, thereof;

Thence South 51 degrees 05 minutes 33 seconds East along the southwesterly line of said land conveyed to Cleveland Electric Illuminating Company, 1403.90 feet to a point in the northwesterly line of Engle Road, and from which an iron pin found bears South 45 degrees 49 minutes 55 seconds East, 0.38 feet;

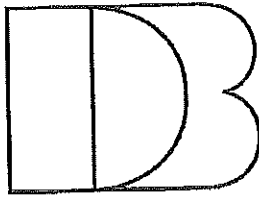
Thence South 44 degrees 10 minutes 05 seconds West along the northwesterly line of Engle Road, 750.00 feet to a point of curvature and from which point a capped iron pin (Mannik Smith Group) found bears South 44 degrees 10 minutes 05 seconds East, 0.23 feet;

Thence southwesterly along the curved northerly line of Engle Road, being the arc of a curve deflecting to the right, 833.02 feet to a point of tangency, said arc having a radius of 1001.66 feet, a central angle of 47 degrees 38 minutes 59 seconds, and a chord which bears South 67 degrees 59 minutes 35 seconds West, 809.22 feet and from which point a nail found bears North 88 degrees 10 minutes 56 seconds West, 0.60 feet;

Thence North 88 degrees 10 minutes 56 seconds West, along the northerly line of Snow Road Extension, 981.52 feet to the principal place of beginning, and containing 174.9392 acres of land as described by Donald G. Bohning & Associates, Inc. in July, 2022.

Michael A. Ackerman
Registered Surveyor No. 8196

m:\adcadd\p\5000-5499\5244-51\documents\legals\parcel b-1 174.939 acres_july 2022.doc



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44126

T 216.642.1130
F 216.642.1132

Parcel "B-2"
33.2696 Acres
DGB 5244-51

July, 2022

Legal Description

Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio, and known as being part of Parcel "B" in a Lot Split and Consolidation of part of Original Middleburgh Township Lot Nos. 2, 3, 4 and 5, Section 11, as recorded in A.F.N. 202103050651 of Cuyahoga County Records, and bounded and described as follows:

Beginning at an Iron monument found in the original centerline of Snow Road Extension, at its intersection with the easterly line of said Original Middleburgh Township Lot No. 4;

Thence North 1 degree 17 minutes 45 seconds West, 50.00 feet to a nail set at an angle point in the northerly line of Snow Road Extension, variable width, and the principal place of beginning of the parcel herein described;

Thence North 88 degrees 15 minutes 03 seconds West along the northerly line of Snow Road Extension, 153.24 feet to a point at its intersection with the westerly line of said Parcel "B", being also the easterly line of a parcel of land conveyed to PNF-Cleveland, LLC by deed recorded as A.F.N. 201510020620 of Cuyahoga County Records, and from which point a capped iron pin (Illegible) found bears South 1 degree 44 minutes 57 seconds West, 0.15 feet; South 88 degrees 15 minutes 03 seconds East, 2.60 feet;

Thence North 1 degree 55 minutes 29 seconds East along the westerly line of said Parcel "B" 799.94 feet to an angle point, therein, and from which point a capped iron pin (Illegible) found bears South 1 degree 55 minutes 29 seconds West, 0.13 feet;

Thence North 88 degrees 17 minutes 22 seconds West along the westerly line of said Parcel "B", 272.29 feet to an angle point, therein, and from which point a 5/8" iron pin found bears North 88 degrees 17 minutes 22 seconds West, 1.05 feet; South 1 degree 42 minutes 38 seconds West, 1.55 feet;

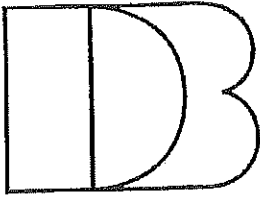
Thence North 1 degree 42 minutes 38 seconds East along the westerly line of said Parcel "B" 132.71 feet to an angle point, therein, and from which point a capped iron pin (Octagon) found bears South 1 degree 42 minutes 38 seconds West, 0.15 feet, and a 5/8" iron pin found bears North 88 degrees 17 minutes 22 seconds West, 0.58 feet; South 1 degree 42 minutes 38 seconds West, 9.05 feet;

Thence North 58 degrees 22 minutes 21 seconds West along the westerly line of said Parcel "B", 49.77 feet to a capped iron pin (Octagon) found at its intersection with the southeasterly right-of-way conveyed to Pennsylvania Lines, LLC by deed recorded as A.F.N. 200208200162 of Cuyahoga County Records;

Thence North 31 degrees 40 minutes 37 seconds East along said southeasterly right-of-way, 906.27 feet to an iron pin set;

Thence South 88 degrees 10 minutes 46 seconds East, 630.26 feet to an iron pin set;

Thence South 1 degree 49 minutes 04 seconds West, 1742.63 feet to a nail set in the northerly line of Snow Road Extension;



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

Parcel "B-2"
33.2696 Acres
DGB 5244-51

Thence North 88 degrees 10 minutes 56 seconds West along the northerly line of Snow Road Extension, 614.00 feet to the principal place of beginning and containing 33.2696 acres of land as described by Donald G. Bohning & Associates, Inc. in July, 2022.

Michael A. Ackerman

Registered Surveyor No. 8196

m:\adcadd\p\5000-5499\5244-51\documents\legals\parcel b-2 -33.2696 acres_july 2022.doc

COMMENT(S):
 - CONFIRM PLAT HAS BEEN REVIEWED/APPROVED BY THE COUNTY.
 - ASSUME ALTA AND "PROPOSED LOT SPLIT" DRAWINGS ARE FOR
 INFORMATIONAL PURPOSES ONLY.
 ERP - 07 22 2022



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	18300 Snow Road	<input type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL	ZONE	USA & U5B
PARCEL #	342-18-004	BUSINESS NAME (If Applicable)	N/A	

PROPERTY OWNER NAME(S)	DROF BP I LLC			<input type="checkbox"/> Will Attend Meeting
Phone #	216-524-1700	Email	mmontecalvo@digeronimocompanies.com	
Street Address	4760 Richmond Road, Suite 200	City	Cleveland	Zip 44128
AGENT/CONTACT PERSON NAME(S)	Kevin DiGeronimo / Independence Construction			<input type="checkbox"/> Will Attend Meeting
Phone #	216-524-1700	Email	kevin.dig@index.com mmontecalvo@digeronimocompanies.com tschiano@dbuhning.com	
Street Address	6400 E. Schauf Road	City	Independence	Zip 44131

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	
APPROVAL(S) REQUESTED	<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	The property owner is requesting authorization of the attached Lot Split for the former Ford Cleveland Engine Plant No. 2 and Cleveland Casting Plant.	

APPLICANT SIGNATURE		<input type="checkbox"/> Owner <input type="checkbox"/> Agent	DATE	6/22/2022
---------------------	--	---	------	-----------

P/C 7-19-22 Finance
CA Proc 8-23-22
1st R 8-23-22
2nd R 9-4-22
3rd R

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11272-2022

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AMENDING BROOK PARK CODIFIED ORDINANCE 2786-1967,
AN DECLARING AND EMERGENCY

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

WHEREAS, the Administration for the City of Brook Park (the "City") desires to create a position titled Assistant Office Clerk for the City, with an effective date of January 1, 2022.

SECTION 1: Section 131.07 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 2786-1967, passed September 6, 1967, and reading as follows:

POSITION

There is hereby created the position of C.O.E. Assistant Office Clerk for the City. Compensation for such position shall be at the rate of \$1.50 per hour minimum and \$2.00 per hour maximum.

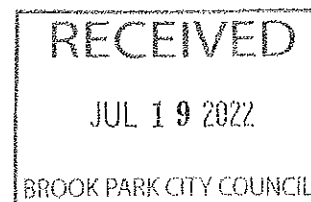
SECTION 2: Section 131.07 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 2786-1967, passed September 6, 1967, and reading as follows:

DUTIES

The duties of the C.O.E. Assistant Office Clerk shall be these as assigned by the Mayor and said clerk shall serve at the pleasure of the Mayor.

Is hereby amended to read:

SECTION 1: Section 131.07 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 2786-1967, passed September 6, 1967, and reading as follows:



POSITION

There is hereby created the position of ~~G.O.E.~~ Assistant Office Clerk for the City. Compensation for such position shall be ~~at the rate of \$1.50 per hour minimum and \$2.00 per hour maximum~~ set forth in the salary ordinance schedule.

SECTION 2: Section 131.07 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 2786-1967, passed September 6, 1967, and reading as follows:

DUTIES

The duties of the ~~G.O.E.~~ Assistant Office Clerk shall be these as assigned by the Mayor and said clerk shall serve at the pleasure of the Mayor.

SECTION 3: Former Section 131.07 of the Brook Park Codified Ordinances as enacted by Ordinance No. 2786-1967 passed September 6, 1967 is hereby expressly repealed.

SECTION 4: 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 5: 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 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

P/C 8-23-22 Finance
CA Prior 8-23-22
1st R 8-23-22
2nd R 9-6-22
3rd R
B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11276-2022

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
LEASE AGREEMENT WITH GREENSCAPE USA, INC., AND DECLARING AN
EMERGENCY

WHEREAS, the City of Brook Park (the City) is the owner of PPN #342-15-020, a vacant lot next to our Service Garage, and,

WHEREAS, the City agrees to lease the aforesaid premises, further described and depicted in Exhibit "A", attached hereto and incorporated herein, to Greenscape USA, Inc.

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

SECTION 1: The Mayor is hereby authorized to enter into the lease which is attached hereto and incorporated herein as Exhibit "A".

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

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to enter into a Lease Agreement with Greenscape USA, Inc.; 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.

RECEIVED

AUG 18 2022

BROOK PARK CITY COUNCIL

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

LEASE AGREEMENT



State of Ohio
County of Cuyahoga

THIS LEASE AGREEMENT is made and entered into this 14th day of July 2022 by and between the Lessor and Lessee hereinafter named.

The following Definitions and Basic Provisions shall be construed in conjunction with and limited by the references thereto in other provisions of this Lease:

- (a) "Lessor": City of Brook Park OH
- (b) "Lessee": Greenscape USA, Inc., an Ohio Corporation, Ohio Secretary of State entity # 1988544. RE/CAO
- (c) "Premises": P.P.#344-15-020 and as further described below and incorporated herein by reference. Legal description attached.
- (d) "Lease Term": Sixty (60) calendar months commencing 8:00 a.m. on the date of the final signature endorsement herein, subject, as noted below, to approval of the accompanying Ordinance by the City of Brook Park City Council, noted as July 14, 2022 (the "Commencement Date") and ending July 12, 2032 (the "Termination Date"). Lessee retains the option to secure a subsequent five (5) year lease, at terms to be negotiated by the parties. Notice of Intent to secure this option shall be presented to Lessor, in writing, no less than six (6) months prior to the end of the initial lease period.
- (e) "Base Monthly Rent": the sum of ONE THOUSAND DOLLARS (\$1,000.00) due and payable on or before the first day of each calendar month at the Office of the Commissioner of the Building Department of the City of Brook Park OH during the Lease Term without prior demand, subject to adjustment as hereinafter provided. By mutual agreement of the parties, the tenancy shall be rent-free to allow the Lessee to expend the necessary funds for the physical alterations of the Leasehold through March 31, 2023.
- (f) "Prepaid Rental": NONE.
- (g) "Security Deposit": NONE
- (h) "Permitted Use": See below.

Termination Right. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to terminate this Lease effective upon the sixtieth (60th) month after the Commencement Date, provided: (a) Tenant shall have provided Landlord with written notice of such termination at least one hundred eight (180) days prior to the date of termination. Upon such termination by Tenant, Tenant shall be released from any and all obligations and liability under the Lease occurring after such termination date. If Tenant fails to exercise its right to terminate this Lease pursuant to this Termination Right Article, Tenant shall be deemed to have waived its right to terminate this Lease pursuant to this Termination Right Article.

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Granting Clause. In consideration of the obligation of Lessee to pay rent as herein provided, and in consideration of the other terms, covenants and conditions hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, the Premises to have and to hold for the Lease Term specified upon the terms, covenants, and conditions set forth in this Lease. This Lease is conditioned upon faithful performance by Lessee of the following agreements, covenants, rules and regulations, herein set out and agreed to by Lessee.

Lessee shall be solely responsible for all utility expenses incurred in the operation of the business enterprise noted herein.

Payments.

- (a) Lessee shall pay to Lessor all rents and sums required to be paid under this Lease without demand at the times and in the manner provided. The obligation of Lessee to pay rent is an independent covenant, and no act or circumstance, whether constituting breach of any covenant by Lessor or not, shall release Lessee of this obligation.
- (b) Lessee shall pay to Lessor as rent all charges for any miscellaneous services, goods, or materials furnished by Lessor at Lessee's request which are not required to be furnished by Lessor under this Lease.
- (c) In the event that payment of any amount required to be paid pursuant to this Lease is not made within seven (7) calendar days of when due, a service fee of two percent (2%) of the delinquent amount will be due and payable immediately to Lessor as additional rent.
- (d) All rent payments shall be paid to the order of The City of Brook Park OH.

1. Transfer of Lessor's Rights. Lessor shall have the right to transfer and assign, in whole or in part, all and every feature of its interests, rights, and obligations hereunder and in the the real estate associated therewith. Such transfers or assignments, howsoever made, are to be fully respected and recognized by Lessee. Any such transfer shall operate to release Lessor from liability under this Lease from and after the effective date thereof, except as it may relate to the period prior to such effective date. This Lease shall inure to the benefit of the Lessor and its successors and assigns; and with the written consent of Lessor first had, to the benefit of the heirs, executors and/or administrators, successors and assigns of Lessee.

2. Possession. By taking possession thereof, Lessee accepts the Premises as is and suitable for the purposes for which the same are leased. Lessee by said act waives any and all defects therein.

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3. Indemnity, Liability and Loss or Damage. Lessor shall not be liable to Lessee or Lessee's agents, employees, guests, invitees, or to any person claiming by, through or under Lessee for any injury to person, loss or damage to property, or for loss or damage to business, occasioned by or through the acts or omissions of Lessor or any other person, or by any other cause whatsoever except for Lessor's gross negligence or willful misconduct. To the extent Lessor is not prevented by law from contracting against such liability, Lessee shall indemnify Lessor, its principals, agents, beneficiaries, and employees and save them harmless from all suits, actions, damages, liabilities, and expenses in connection with the loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at, or from the Premises. If Lessor shall, without fault on its part, be made a party to any action commenced by or against Lessee, Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses, and attorney's fees.


4(a). Legal Use. Lessee will not occupy or use, nor permit any portion of the Premises to be occupied or used for any purpose other than as specified in the respective portions of this Lease, nor for any business or purpose which is unlawful in part or in whole or deemed to be disreputable or hazardous in any manner. Lessee will conduct its business and control its agents, employees, and invitees in such a manner so as not to create any nuisance, interfere with, annoy, or disturb other Lessees or Lessor in the management of the Premises. Lessee will maintain the Premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other entities asserting jurisdiction over the Premises) with reference to the use of and the occupancy of the Premises.

4(b). Permitted Use of Premises. Lessee shall have access to the above parcel for the purpose of depositing and processing concrete, salt, asphalt, yard waste, compost materials and other materials as subsequently agreed upon, in writing, by the parties. Generally, access by Lessee shall be seven (7) days a week, twenty-four (24) hours a day.

At no expense to the Lessor and as further adequate consideration herein acknowledged by the parties, Lessee agrees to accept for permanent storage the following items as delivered by Lessor directly to the Premises: Yard Waste, Compost, Asphalt, Concrete, Salt, and other materials as subsequently agreed upon, in writing, by the parties. No deliveries are authorized or permitted by residents of Brook Park or other communities.

4(c). Ingress/Egress. The parties mutually agree that at the commencement date of the within Lease term the parcel is not accessible from the public roadway commonly known as Holland Avenue. Lessee, as their sole expense, will build, construct, and maintain an Ingress/Egress Road with a minimum width of 20 feet for the sole use of Lessee during the term of the Lease but for those times when the Lessor is delivering the items noted in (4)(b).

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- 4(d). Lessee shall install a Swing Pipe Gate along the aforementioned Holland Road entrance to the Premises for the purpose of securing the Premises from trespassers, uninvited third parties, and persons not authorized to be on the Premises. Lessee shall provide Lessor with the Code for entrance to the Premises.
- 4(e). Premises Boundaries. The parties mutually agree that the Premises is bordered by a creek on the western side, by a chain link fence of other sides, and by overgrown vegetation and trees on the remaining sides. The borders shall not be modified or otherwise changed by either party to this Agreement, subject to the installation of the access road noted above. No further border construction is anticipated by the parties herein.
- 4(f). Lessee shall, prior to their initial delivery of materials as noted above, install/create a twelve (12) inch thick concrete stone surface on all the areas subject to the delivery of concrete, salt, asphalt, yard waste, compost materials and other materials as subsequently agreed upon, in writing, by the parties.
- 4(g). Lessee shall install, at their sole expense, Lighting Fixtures which provide sufficient Light during evening hours. The utility expense therein shall remain the sole responsibility of the Lessee.
- 4(h). Lessee may place a Work/Service Trailer on the premises; no permanent structures will be constructed or otherwise placed on the premises.
5. Insurance. During the term of this Lease and any extension thereof, Lessee shall, at its own cost and expense, maintain and provide Commercial General Liability insurance coverage for the benefit and protection of Lessor and Lessee, naming both as insured's in an amount not less than \$1,000,000 Combined Single Limit per occurrence with an aggregate of \$2,000,000. Lessee shall also carry "all risk" physical loss insurance coverage for the full replacement cost of all additions, improvements, and alterations to the Premises, and all items of Lessee's personal property in, on or about the Premises. All insurance provided hereunder shall be secured from responsible companies acceptable to Lessor and qualified to do business in the state where the Premises are located. Prior to the Commencement Date of the Lease Term, Lessee shall furnish Lessor with certificates evidencing such coverage and stating that such coverage may not be changed or cancelled by the insurer or Lessee without at least thirty (30) days prior written notice to Lessor.
6. Waiver of Subrogation. The parties hereby intend that the risks of loss, damage, and injury in connection with this Lease, Lessor's ownership and operation of the Premises, and Lessee's leasing and occupancy of the Premises are to be allocated as far as possible to insurance. Therefore, Lessor and Lessee each hereby waive all claims, actions, and demands against each other, and each

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hereby releases the other from all liability, to the maximum extent permitted by law for any loss, damage or injury to business, persons or property of any kind or nature, to the extent such loss, damage, or injury is compensated by insurance. The foregoing waivers shall not apply to the extent such waivers would operate to invalidate or preclude recovery under any policies of insurance or where endorsements to such insurance policies recognizing such waivers are not available at reasonable cost.

7. Alterations, Additions, Improvements. Lessee may make alterations in or additions or improvements to the Premises with Lessor's prior written consent. All such work shall: (a) be at Lessee's expense; (b) comply with all insurance requirements and with all applicable ordinances, regulations, and statutes of the jurisdictions in which the Premises are located; (c) in Lessor and Lessee's mutual judgment, be performed using new materials in a good and workmanlike manner, in accordance with sound building practices; and (d) not interfere with Lessors use of their adjacent property.
8. Liens by Lessee. Lessee shall keep the Premises and the real estate of which the Premises forms free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.
9. Repairs and Re-Entry. Lessee will, at Lessee's own cost and expense, keep the Premises in sound condition and good repair, and shall repair or replace any damage or injury done to the Premises or any part thereof by Lessee or Lessee's employees, servants, agents, or visitors. Lessee will not commit or allow any waste or damage to be committed on any portion of the Premises.
10. Signage. Lessee will not place, suffer to be placed, or maintain any sign, without first obtaining Lessor's written approval. If such approval is granted by Lessor, Lessee shall maintain such item(s) in good condition at all times.
11. Attorney's Fees. In case Lessee defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease, and Lessor places the enforcement of this Lease, or any part thereof, in the hands of an attorney or files suit upon the same, Lessee agrees to pay any and all of Lessor's attorney's fees, costs, and expenses associated therewith.
12. Entry for Repairs and Inspection. Lessee will permit Lessor, its respective officers, agents and representatives to enter into and upon all parts of the Premises, at all reasonable hours to inspect, clean, repair, make alterations and additions as Lessor may deem necessary, and for any other valid business reason. Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.
13. Lien for Rent. In consideration of the mutual benefits arising by virtue of this Lease, Lessee does hereby grant to Lessor an express contract lien on and a

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security interest in all property of Lessee now or hereinafter placed in or upon the Premises (except such property or merchandise as may be exchanged, replaced, or sold from time to time in the ordinary course of Lessee's operations or trade) and also upon all proceeds of any insurance which may accrue to Lessee by reason of damage or destruction of any such property. Said property is hereby subjected to a lien in favor of Lessor and shall be and remain subject to such a lien for the payment of all rents and other sums agreed to be paid by Lessee herein. Said lien shall be in addition to and cumulative of the Lessor's lien provided by law.

14. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the Lease Term, it is the intention of both parties that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties that in lieu of each clause or provision that is illegal, invalid, or unenforceable there be added as a part of this Lease a clause or provision similar in terms which shall make such clause or provision legal, valid, and enforceable. The caption of each paragraph is added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.
15. Entire Agreement. It is expressly agreed by Lessee, as a material consideration for the execution of this Lease, that there are and were no verbal representations, understandings, stipulations, agreements, or promises pertaining thereto not incorporated in writing herein. This Lease shall not be altered, waived, amended, extended, or otherwise except in a writing signed by both Lessor and Lessee. Any such addenda shall become a part of this Lease to the full extent as is incorporated herein.
16. Execution; Exculpation. The submission of this Lease by Lessor, its agent or representative, for examination or execution by Lessee does not constitute an option or offer to lease the Premises upon the terms and conditions contained herein or a reservation of the Premises in favor of Lessee. It is intended that this Lease shall only become effective upon execution by Lessor and delivery of a fully-executed counterpart to Lessee.

It is expressly understood and agreed by and between both parties, that each and all of the representations, warranties, covenants, undertakings, and agreements made on the part of Lessor have not been made with the intention of binding Lessor personally, but rather for the purpose only of subjecting Lessor's interest in the Building and the Premises to the terms of this Lease and for no other purpose. Such exculpation of liability shall be absolute and without exceptions whatsoever.

17. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be deemed to be given when personally delivered or addressed and mailed to the respective party to whom notice is intended to be given at the following address of such party. Notice pertaining to Lease Term, options,

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cancellations, renewals, etc., must be delivered via certified or registered mail (return receipt requested).

If to Lessee
Greenscape USA, INC
5301 Hauserman Road
Parma, Ohio 44130

If to Lessor:
City of Brook Park OH
Attn. Mayor's Office
Brook Park OH.

18. Brokers. Lessee represents and warrants to Lessor that neither it, its officers, agents, nor anyone on its behalf has dealt with any real estate broker acting as Lessee's agent in the negotiation or making of this Lease. Lessee agrees to indemnify and hold Lessor harmless from the claim or claims of any broker or brokers claiming to have interested Lessee in the Building or Premises or claiming to have caused Lessee to enter into this Lease.
19. Abandonment. If the Premises are abandoned or vacated by Lessee, Lessor shall have the right, but not the obligation, to: (a) provide for the storage of personal property remaining in the Premises without liability of any kind or nature for the cost of storage or the return of the personal property to Lessee, and/or (b) take title to the abandoned personal property, which title shall pass to Lessor under this Lease as a Bill of Sale, without additional payments or credit from Lessor or Lessee.
20. Holding Over. In case Lessee retains possession of the Premises after expiration or early termination of this Lease, Lessee will pay as liquidated damages two (2) times the greater of all existing rents being paid by Lessee or market rent for the Premises for the entire holdover period. No holding over by Lessee after the termination of the Lease Term, either with or without consent and acquiescence of Lessor, shall operate to extend this Lease for a longer period than one (1) day. Any holding over with Lessor's prior written consent shall constitute a lease from day to day.
21. Defaults. In the event: (a) Lessee fails to comply with any term provision, condition, or covenant of this Lease or any of the rules and regulations now or hereafter established for the government of the Building; or (b) Lessee deserts or vacates the Premises; or (c) any petition is filed by or against Lessee under any section or chapter of the national Bankruptcy Act, as amended, or under any similar law or statute of the United States or of any state thereof; or (d) Lessee becomes insolvent or makes a transfer in fraud of creditors; or (e) Lessee makes an assignment for benefit of creditors; or (f) a receiver is appointed for Lessee or any of the assets of Lessee, Lessor shall have the option to do any one or more of the following without notice in addition to and not in limitation of any other remedy permitted by law or by this Lease:

- (A) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee shall fail to do so, Lessor may, without notice

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or prejudice to any other remedy Lessor may have for possession and/or for arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and its effects, by force if necessary, without being liable for prosecution or any claim for damages. Lessee agrees to indemnify Lessor for all loss, damage, and expense including any attorney's fees which Lessor may suffer by reason of such termination.

- (B) Enter upon and take possession of the Premises, by force if necessary, without being liable for prosecution or any claim for damages. Lessor may relet the Premises as the agent of the Lessee and receive the rent therefore. The failure or refusal of Lessor to relet the Premises shall not release or affect Lessee's liability for all rents or for any and all such damages involved.

22. Remedies. No act or thing done by Lessor or its agents during the term hereof shall be deemed an acceptance of a surrender of the Premises. The acceptance of rent by Lessor with knowledge of the breach of any covenant contained in this Lease and/or the failure of Lessor to enforce any of the attached rules and regulations (or ones hereafter adopted) against Lessee (or any other lessee) shall not be deemed a waiver. Any agreement to accept a surrender of the Premises or accept a waiver of said rules and regulations by Lessor shall not be valid unless made in writing and signed by Lessor. The mention in this Lease or the pursuit of any particular remedy shall not preclude Lessor from any other remedy Lessor might have, either in law or in equity.
23. The parties mutually acknowledge that the Lessor, a municipality in the State of Ohio, must present the fully endorsed Agreement to Brook Park City Council for approval by ordinance via operation of law. The terms and conditions noted herein shall be null and void if Brook Park City Council declines to approve this Lease Agreement. The Commencement dated noted above shall be the date upon which the city council approves the within Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

LESSEE: Greenscape USA, Inc.

LESSOR: City of Brook Park OH

By:

R. H. T. ELL

By:

Title:

President

Title:

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Lessor Initials

Lessee's Initials

ACKNOWLEDGEMENTS

AS TO LESSOR:

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify Edward Orcutt personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on behalf of the City of Brook Park OH as it's Mayor, this day and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of July 2022.

Notary Public

My Commission Expires:

AS TO LESSEE:

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)


I, Patricia Lhamum, a Notary Public in and for said County in the State aforesaid, do hereby certify that Robert Everle, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on behalf of Greenscape USA, Inc., a For Profit Corporation in the State of

Lessor Initials

RE
Lessee's Initials

OHIO as it's President, this day and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of July 2022.


Notary Public

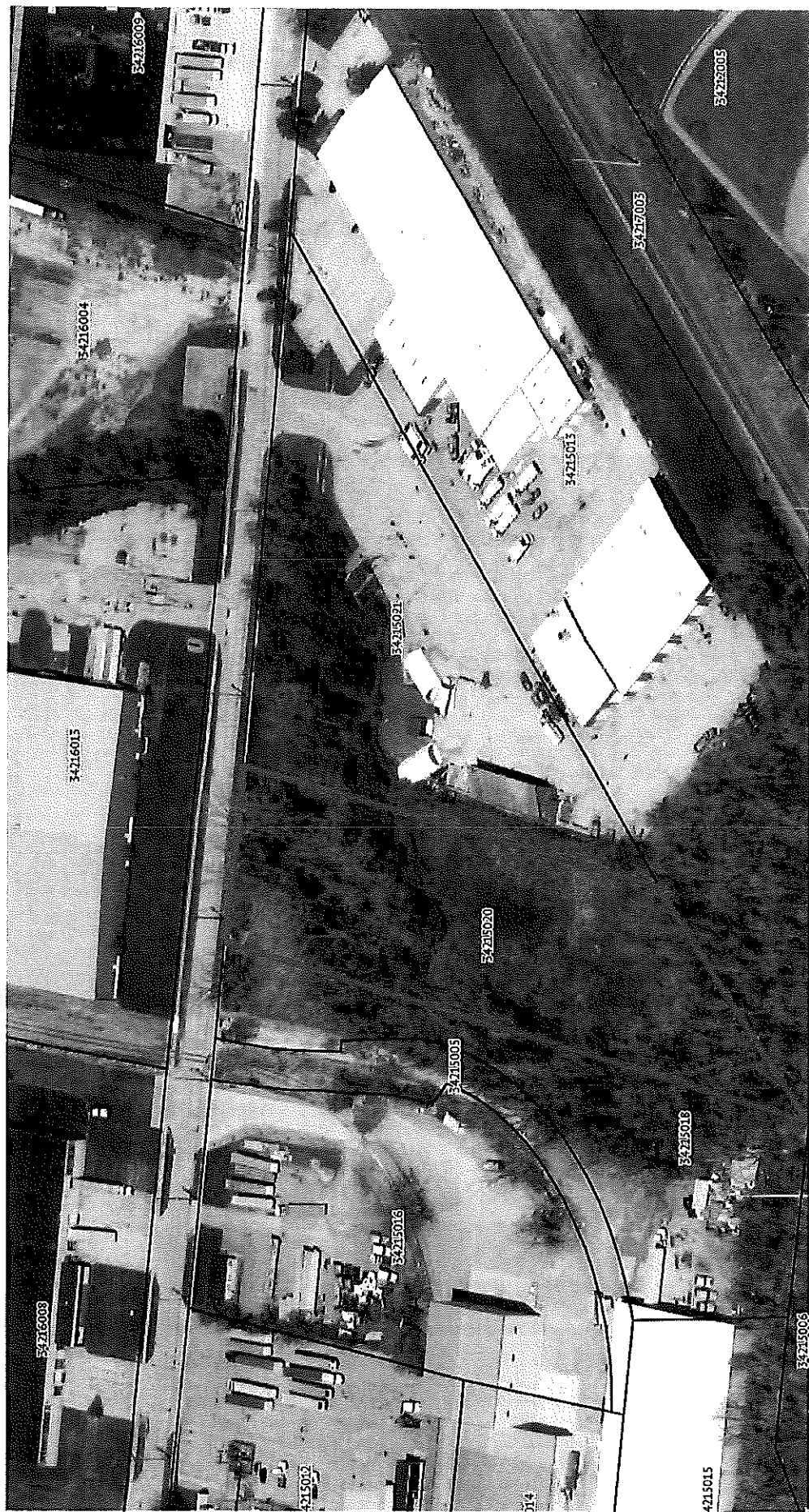
My Commission Expires:



PATRICIA L. LANUM
Notary Public, State of Ohio
Commission No. 2021-RE-835063
My Commission Expires
July 28, 2026

Lessor Initials

RE
Lessee's Initials



P/C 6-21-22 Safety
CA Prior 8-23-22
1st R 8-23-22
2nd R 9-6-22
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

RESOLUTION NO. 20-2022

INTRODUCED BY: COUNCILMAN MENCINI

A RESOLUTION OPPOSING OHIO'S NEW CONCEALED CARRY HANDGUN LAW, AND
DECLARING AN EMERGENCY

WHEREAS, Senate Bill 215, passed by the Ohio General Assembly and signed by Governor DeWine, will take effect on June 13, 2022, allowing Ohioans 21 years and older to carry concealed handguns without a license and the necessary safety training; and

WHEREAS, this bill also eliminates the requirement for a concealed handgun carrier to notify a police officer that they are armed when stopped, unless asked by the officer; and

WHEREAS, current Ohio law requires a license to carry a concealed handgun across Ohio that includes eight hours of necessary safety and firing training, which will not be optional; and

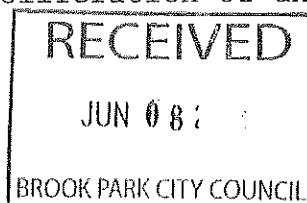
WHEREAS, this bill was passed and signed over objections from law enforcement groups, including the Fraternal Order of Police of Ohio, county sheriffs, Ohio Mayors Alliance, and Community Leaders, emphasizing the danger that taking away licensing and training requirements poses to law enforcement officers and communities; and

WHEREAS, gun violence is considered to be one of the major threats to public health and safety in communities across the county and Ohio; and

WHEREAS, according to the Centers for Disease Control and Prevention, the rate for firearm deaths in the State of Ohio was 15.2 per 100,000 in 2020, which exceeded the national rate of 12.0; and

WHEREAS, urban centers and suburbs are deeply affected by violent crime involving firearms; and

WHEREAS, the State of Ohio deregulation of handguns will increase gun ownership and proliferation of unregulated guns in our community.



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

SECTION 1: The Council strongly opposes the Ohio General Assembly's passage and Governor DeWine's signing into law Senate Bill 215, that puts Ohio citizens at risk by allowing qualifying adults to carry concealed handguns without a license and necessary safety training; and urging the Ohio General Assembly to repeal this law.

SECTION 2: The Clerk of Council is hereby directed to forward a certified copy of this Resolution to the Ohio General Assembly, members of the Northeast Ohio Legislative Delegation, and Governor Mike DeWine.

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS

DIRECTOR OF LAW