REGULAR CAUCUS MEETING OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO TO BE HELD ON TUESDAY, OCTOBER 11, 2022 7:00 P.M.

- I. ROLL CALL OF MEMBERS:
- II. PLEDGE OF ALLEGIANCE:
- III. APPROVAL OF MINUTES OF PRECEDING MEETINGS
- IV. DISCUSSION:
 - 1. REGIONAL INCOME TAX AGENCY PRESENTATION- BRIAN THUNBERG, RITA REP. PER COUNCIL PRESIDENT VECCHIO.
 - 2. BREWER-GARRETT YEAR END SAVINGS REPORT- IN ATTENDANCE MATTHEW JOSEPH AND JAMES WILBANKS. (Mayor Orcutt) Per Council President Vecchio.
 - 3. DEPARTMENT OF LIQUOR CONTROL-BROOKPARK BISTRO LLC, DBA TBD, 16800 BROOKPARK ROAD, BROOK PARK, OH 44142, **C NEW 0975717 POSTMARK DATE: 10/11/22.-** PER COUNCILMAN VECCHIO. **Moved From Caucus Prior To held on OCTOBER 4, 2022.**

V. LEGISLATIVE COMMITTEE- COUNCILWOMAN COYNE

- 1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CUYAHOGA COUNTY PUBLIC LIBRARY AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
- AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA COUNTY LIBRARY, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

VI. PLANNING COMMITTEE- COUNCILMAN TROYER

1. REQUEST APPROVAL FOR A LOT CONSOLIDATION OF PPN: 344-14-042 AND PPN: 344-15-177 TO CREATE A NEW PARCEL "A-1A" FOR THE SPACE SHOP AT 14571 SNOW ROAD| LOCATED IN A U-3A ZONE|

- 2. REQUEST THE FOLLOWING APPROVALS TO OPERATE A KWIK CAR WASH AT 14831 SNOW ROAD| LOCATED IN A U-3A ZONE| AGENT: LEON SAMPAT OF LS ARCHITECTS
 - A. REQUEST APPROVAL FOR A CONDITIONAL USE PERMIT | PLANNING COMMISSION'S RECOMMENDATION FOR THIS PROJECT MUST BE FORWARDED TO CITY COUNCIL FOR FINAL ACTION|
 - B. REQUEST ASTHETIC/PROJECT APPROVAL FOR SITE AND BUILDING MODIFICATIONS

Note: EXECUTIVE SESSION -MATTERS TO BE KEPT CONFIDENTIAL; PURCHASE AND SALE OF PROPERTY -MAYOR ORCUTT.

VII. ADJOURNMENT

NOTICE TO LEGISLATIVE **AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL 6606 TUSSING ROAD, P.O. BOX 4005

REYNOLDSBURG, OHIO 43068-9005 (614)644-2360 FAX(614)644-3166

0975717 ISSUE DATE	NEW TYPE	BROOKPARK BISTRO LLC DBA TBD 16800 BROOKPARK RD BROOKPARK OH 44142
TAX DISTRICT RECEIF	PT NO.	FROM 09/07/2022
PERMIT NUMBER ISSUE DATE FILING DATE PERMIT CLASSES TAX DISTRICT RECEIF	TYPE TYPE	

09/07/2022 MAILED

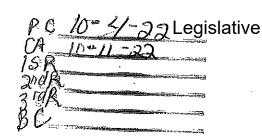
RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/11/2022

IMPORTANT NOTICE PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING. 0975717 NEW REFER TO THIS NUMBER IN ALL INQUIRIES (TRANSACTION & NUMBER)

(<u>MU</u>	ST MARK ONE OF THE FOLLOW	NG)
WE REQUEST A HEARING ON TH THE HEARING BE HELD	HE ADVISABILITY OF ISSUING THE	PERMIT AND REQUEST THAT IN COLUMBUS.
WE DO NOT REQUEST A HEARIN DID YOU MARK A BOX? IF N		A LATE RESPONSE.
PLEASE SIGN BELOW AND MARK	C THE APPROPRIATE BOX INDICA	TING YOUR TITLE:
(Signature)	(Title)-[] Clerk of County Commission	ner (Date)
	Clerk of City Council	
	Township Fiscal Officer	Eagle Language State Sta

CLERK OF BROOK PARK CITY COUNCIL 6161 ENGLE ROAD BROOK PARK OHIO 44142





CITY OF BROOK PARK, OHIO

ORDINANCE I	ио:	- ···	· · · · · · · · · · · · · · · · · · ·
INTRODUCED	BY:	MAYOR	ORCUTT

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A
LEASE AGREEMENT WITH THE CUYAHOGA COUNTY PUBLIC LIBRARY AND
DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park (the City) is the owner of the premises located at 6155 Engle Road, Brook Park, Ohio, and,

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

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

SECTION 1: The Mayor is hereby authorized to enter into the lease which attached is 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.

EECTION 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 the Cuyahoga County Library; 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.

SEP 2.9 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

LEASE AGREEMENT BETWEEN THE CITY OF BROOK PARK AND THE CUYAHOGA COUNTY PUBLIC LIBRARY



This INDENTURE OF LEASE, made and entered into at the City of Brook Park, on the dates of execution and ratification as indicated hereinafter, by and between THE CITY OF BROOK PARK, (hereinafter referred to individually or as THE CITY, and THE BOARD OF LIBRARY TRUSTEES OF THE LIBRARY DISTRICT FOR CUYAHOGA COUNTY, OHIO, an Ohio county public library system (hereinafter referred to individually or as THE LIBRARY),

WITNESSETH THAT:

In consideration of these presents and the mutual promises and undertakings herein contained, and for other good, sufficient and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Lease Agreement do hereby covenant and agree to the following:

SECTION 1. LEASED PREMISES.

THE CITY shall lease unto THE LIBRARY the "leased premises" which shall include: (a) a certain portion of a building and structure to house the Brook Park Branch of the Cuyahoga County Public Library, Brook Park, Ohio, the same being a structure located as aforesaid, and depicted on Exhibit A-1 attached hereto and incorporated herein; (b) any and all additions, replacements, refurbishments and other alterations to the subject real property which are anticipated by reason of a Contract of even date between these parties (the "Construction Contract") to which this Lease Agreement is attached and made a part thereof, or which are otherwise provided by THE CITY, (c) all furnishings, furniture and equipment provided by THE CITY, under said Contract or thereafter, and (d) all fixtures and improvements located thereon, including but not limited to all electrical, plumbing, heating, ventilating and air conditioning.

As and for further consideration inducing the execution of this Lease Agreement, THE CITY shall provide a minimum of 25 spaces dedicated specifically for the off-street parking of motor vehicles on the leased premises in order to accommodate the patrons and staff of the library facility.

THE CITY shall deliver the leased premises to THE LIBRARY immediately upon its completion and certification for occupancy as provided by law.

SECTION 2. TERM.

The term of this lease shall be 25 years from the date of the execution hereof. If not then terminated by the written intention of one of the parties, given to the other party not later than six (6) months prior to the termination date thus fixed, the term of the within lease shall continue without interruption until the same may be terminated by one of the parties giving written notice of termination not less than two (2) years prior to the date of such intended termination.

SECTION 3. RENT.

During the continuance of this lease, the rental fee to be paid by THE LIBRARY to THE CITY shall be the operation of a free public library under Rules and Regulations promulgated by THE LIBRARY for other libraries within its jurisdiction. The entire cost of such library operation, including staff payroll, purchase of library materials, payment of utilities and taxes, and other costs shall be borne by THE LIBRARY and THE CITY shall have no obligation, at law or in equity, to underwrite, absorb or in any other way pay for the operation of the leased premises as a free public library. It is the purpose and intent of THE CITY and THE LIBRARY that all costs; expenses, liabilities and obligations of the leased premises which may arise or become due during the term hereof, whether ordinary or extraordinary, foreseen or unforeseen, shall be paid by THE LIBRARY, EXCEPT any cost specifically imposed upon THE CITY hereunder, and any and all federal, state and local income or other taxes on or measured by the rentals paid to THE CITY, and any assessments levied against the property by THE CITY thereof.

SECTION 4. USE.

THE LIBRARY shall occupy the leased premises solely for the operation of a free public library. THE LIBRARY shall make no structural changes in the leased premises and shall not remove any portion of the leased premises without the prior written consent of THE CITY. THE LIBRARY shall keep the premises free of any liens or encumbrances by reason of materialmen, suppliers or other laborers, and shall specifically indemnify THE CITY against the assertion of any such claims arising out of the use of the leased premises.

Any additions, changes, alterations, modifications, replacements or other extensions to the leased premises made during the continuance of this lease agreement shall be, and remain, the Sole and absolute property of THE CITY.

SECTION 5. MAINTENANCE AND LIABILITY.

During the continuance of this lease agreement, THE LIBRARY shall maintain the leased premises in good repair and cleanliness, and shall pay for all utilities provided to the same, both interior and exterior and shall arrange for same in it's own name, including water and sewer services provided by or through THE CITY. THE LIBRARY shall be responsible for, and shall pay, all costs required for the maintenance of the lawns and

grounds of the leased premises and the good repair of all walks and driveways and parking areas, including the removal of snow, all as shown on the sketch labeled Exhibit A-1 attached hereto and incorporated herein by reference. THE LIBRARY shall be responsible for the making of all repairs and replacements to the leased premises as the same become necessary, except for the making of capital improvements which shall be the sole responsibility of THE CITY. As used herein, "capital improvements" shall mean the addition to or enlargement of the building or parking area and shall not include repairs to or replacement of the roof, for which THE LIBRARY shall be responsible. THE CITY shall provide free rubbish, garbage and trash collection in the manner and form granted to other premises within the City of Brook Park.

THE LIBRARY covenants and agrees that THE CITY shall not be responsible for and is hereby expressly released and discharged from any and all liabilities for any injury or injuries, loss or damage, to any person or property in or about the Leased Premises, whether the injury, loss or damage be to the invitees, servants, agents, volunteers, members, trustees, officers or employees of THE LIBRARY or to its property or to the property or person of anyone else; provided, however, that THE CITY shall not be released for liability for damages directly caused by THE CITY's own negligent or intentional act or omission. Without limiting in any way the generality of the foregoing, THE LIBRARY covenants and agrees that THE CITY shall not be responsible for and is hereby expressly released and discharged from any and all liabilities for any and all such injury, loss, or damage: occasioned by or arising out of the use and occupancy of the leased premises by THE LIBRARY; or arising from any act or neglect of THE LIBRARY, its invitees, servants, agents, volunteers, members, officers, employees, or trustees, or any owners or occupants of adjoining or contiguous property; or occasioned by reason of the design, construction, or condition of the leased premises or any part thereof or for failure to keep the leased premises or any part thereof in repair; or caused in any other manner whatsoever. Furthermore, it is expressly understood and agreed that all property of THE LIBRARY whatsoever kept in or about the leased premises shall be at THE LIBRARY's sole risk, and that, in any event, THE CITY shall not be liable for any damage to THE LIBRARY's fixtures, furniture, furnishings, equipment, and all other items of personal property of any kind of THE LIBRARY, regardless of the cause thereof, and THE LIBRARY hereby releases THE CITY from all liability for such damage.

SECTION 6. INSURANCE.

Building - At all times following the execution of this Lease Agreement, THE LIBRARY agrees that THE CITY shall control the placement of insurance on the entire structure known as the Brook Park Branch of Cuyahoga County Public Library and appurtenances. Such insurance shall be in an amount equal to 100% of the replacement cost of the building and will include the value of any Improvements & Betterments made by THE LIBRARY subsequent to the original completion of the building. The policy form

shall be at least equal to "ISO Building - Special Form including Theft" with a Deductible of not less than \$1,000 nor more than \$10,000.

THE LIBRARY agrees to pay to THE CITY the cost of insuring the building based on the allocated value as determined by the Architects and adjusted annually based on published Construction Cost indices plus the value of any Improvements and Betterments installed by THE LIBRARY subsequent to completion of construction.

THE LIBRARY further agrees that in the event of an insured loss to any part of the building, the loss shall be adjusted solely between THE CITY and the insurance company. That portion of the proceeds of any loss which is applicable to the Library shall be held by THE CITY and used exclusively for the purpose of restoring the building to its condition immediately prior to the loss. If the proceeds of the loss settlement are not sufficient to pay for the full cost of repairs, THE CITY agrees to pay any additional costs necessary to restore the building to its condition prior to the loss. THE LIBRARY agrees to promptly pay THE CITY the full amount of the Deductible on losses which occur only to the Library and to pay one-half of the Deductible on losses which involve both the Library and other parts of the building. THE CITY shall be responsible for the Deductible on any loss that does not cause damage to the Library.

It is understood and agreed by THE CITY and THE LIBRARY that all rights of subrogation against each other are hereby waived.

6. 1 Insurance: Contents of Library

At all times during the term of this lease, THE LIBRARY shall maintain, at its own expense, insurance on all contents of the Library to their full insurable value. Policy form used may be any one of the forms commonly referred to as "All-Risk". THE LIBRARY agrees to furnish to THE CITY a Certificate of Insurance as evidence that THE CITY's substantial initial investment in the furnishings of the Library is being adequately protected so as to ensure that THE LIBRARY will be able to resume normal operations within a reasonable period of time in the event of a serious loss.

For purpose of this insurance, THE CITY and THE LIBRARY agree that all shelving shall be considered as contents and all carpeting shall be considered a part of the building.

It is understood and agreed by THE CITY and THE LIBRARY that all rights of Subrogation against each other are hereby waived.

6.2 General Liability Insurance.

THE LIBRARY shall purchase and maintain, at its own expense, liability insurance which will protect THE LIBRARY against claims for Bodily Injury or Property Damage arising from its operations conducted in the leased premises. Limits of Liability coverage shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall be extended to include "Lessor's Risk" coverage for THE CITY.

SECTION 7. During the term of this lease agreement, provided the Library is duly exempt, THE LIBRARY shall not be required to pay any real property taxes which may be levied against the leased premises, nor any assessments, either general or special, with regard to the same.

SECTION 8. ACCESS.

THE LIBRARY shall provide access to the leased premises by THE CITY or its representative at all reasonable times, and shall give THE CITY all reasonable information as to the operation, maintenance, repair and continued use of the same.

SECTION 9. COMPLIANCE WITH LAWS.

During the continuance of this lease agreement, THE LIBRARY shall comply with all statutes, ordinances, laws, rules, regulations and requirements of any and all governmental agencies having jurisdiction over the use of real property as a public library, and will save THE CITY harmless from a claim or demand arising out of any violation thereof.

SECTION 10. ASSIGNMENT.

The within lease agreement is not assignable by either party hereto, except as to a successor at law.

SECTION 11. DEFAULT; INDEMNIFICATION.

If THE LIBRARY should fail to perform any of the terms or conditions set forth herein, and such failure not be cured within thirty (30) days following notice in writing by THE CITY, then THE CITY may hold this lease agreement to be null, void and of no effect whatsoever, and take such further actions to regain the leased premises as are provided by law.

In the event that THE LIBRARY should fail to make any payments of money which payments can be made by THE CITY, THE CITY shall have the option of making such payments of money and charging the same to THE LIBRARY, or terminating the lease agreement.

THE LIBRARY shall indemnify and hold THE CITY and THE CITY's agents and employees harmless, to the extent permitted by law, from and against any and all claims, actions, demands, expenses, costs, damages, liabilities, and judgements for any injury, loss, or damage referred to in Section 5 of this Lease, and for any other injury, loss, or damage to person, property, or business or occupation resulting or occurring in or about the leased premises or by reason of the use or occupancy of the leased premises by THE LIBRARY except for any and all duties and obligations of THE CITY pursuant to the terms of this lease. THE LIBRARY shall pay for all work performed by THE LIBRARY, or at THE LIBRARY'S instance, on the leased premises, and THE LIBRARY hereby indemnifies and holds THE CITY harmless, to the extent permitted by law, from and against all mechanics liens and damages therefrom arising as a result of THE LIBRARY'S work. If THE CITY shall, without fault on THE CITY's part, be made a party to any litigation commenced by or against THE LIBRARY, to the extent permitted by law, THE LIBRARY shall protect and hold THE CITY and pay all reasonable costs, expenses, and reasonable attorneys fees incurred or paid by THE CITY in connection with such litigation.

SECTION 12. SURRENDER OF PREMISES.

At the expiration of this lease agreement, THE LIBRARY shall surrender and deliver up the leased premises to THE CITY together with all improvements made thereupon, in the same or better condition as at the initial occupancy of the leased premises, normal wear and tear only excepted.

SECTION 13. TAX EXCLUSIONS.

THE LIBRARY represents that it has taken or caused to be taken, and covenants that it will take or cause to be taken, any and all actions required of it, alone or in conjunction with THE CITY for the interest on any obligations issued by THE CITY to pay for the cost(s) of construction of the portion of Library structure to be utilized as the Brook Park Branch of the Cuyahoga County Public Library System to be, and remain, excluded from gross income for federal income tax purposes. THE LIBRARY further represents that it has not taken or permitted to be taken on its behalf, and covenants that it will not take or permit to be taken on its behalf, any action(s) that would adversely affect such exclusion under the provisions of the Internal Revenue Code of 1986, as amended.

THE LIBRARY agrees to indemnify THE CITY against any and all liabilities, claims, costs and expenses, including attorneys' fees, imposed upon, incurred by or asserted against THE CITY by reason of the failure of THE LIBRARY to comply with the provisions and covenants set forth in this Section.

SECTION 14. NOTICES.

All notices required to be made according to the provisions of this agreement shall be sent by U.S. certified mail to the following addresses, to wit:

(a) to THE CITY OF BROOK PARK City of Brook Park
6161 Engle Road
Brook Park, OH 44142

(b) to THE LIBRARY

Cuyahoga County Public Library 2111 Snow Road Parma, Ohio 44134

SECTION 15. TRUSTEES' DUTIES.

The obligations imposed upon the Trustees of the Cuyahoga County Public Library under the terms and conditions of this lease agreement, including, but without limitation thereto, the obligation of repair and maintenance, are hereby established as duties specifically enjoined upon the Trustees by law and result from their respective offices, trusts and stations within the meaning of Section 3375.40 of the Revised Code of the State of Ohio, and constitute terms which the Trustees have deemed proper under which to lease the aforesaid premises for free library purposes.

SECTION 16. BINDING AGREEMENT.

The provisions of this contract shall inure to the benefit of the City of Brook Park, Brook Park, Ohio and the Cuyahoga County Public Library System, and their successors at law, and represent the full and complete agreement between the parties hereto, it being acknowledged that neither party relies upon any outside representations, warranties, or parol statements of any kind or nature to vary the written terms and conditions herein contained.

The duly authorized and acting officials of the City of Brook Park and the Trustees of the Cuyahoga County Public Library System execute the within lease agreement pursuant to their respective offices and trusts, as established, inter alia, by ORC 733.01, 735.01, 735.05 and 3375.40.

IN WITNESS WHEREOF, the parties to this lease agreement have hereunto set their respective hands by their authorized agents, acting pursuant to the authority of the City of Brook Park and the Board of Trustees of the Cuyahoga County Public Library System.

Date:	 CITY OF BROOK PARK, Lessor

ATTEST:		
		By
	(Witness)	Mayor City of Brook Park
		·
		By
	(Witness)	Finance Director
	,	City of Brook Park
Date:		CUYAHOGA COUNTY PUBLIC LIBRARY, Lessor
ATTEST:		
	•	
		Ву
	(Witness)	President
		Cuyahoga County Public Library
		Board of Trustees
		By
	(Witness)	Secretary
		Cuyahoga County Public Library
		Board of Trustees

APPI	ROVED AS TO FORM:
Ву: _(As designated by the City of Brook Park)
OFFI	CE OF THE CUYAHOGA COUNTY PROSECUTOR
By: Č	Counsel to the Board of Library Trustees

STATE OF OHIO	}	
	} ss:	
COUNTY OF CUYAHOGA	}	·
Before me, a Notary Public i	n and for said	d County and State, personally appeared the
above-named		, the Mayor of the City of Brook Park and
, the I	inance Direct	tor of the City of Brook Park, both to me
personally known, who acknow	vledged that th	ney did sign the foregoing instrument, and that
		n behalf of said City of Brook Park and the
voluntary and corporate act and		
,		
IN WITNESS WHEREOF, I h	ave hereunto	set my name and official seal at Brook Park,
Ohio, this day of		
	,	
		Notary Public

STATE OF OHIO	
} ss:	
} ss: COUNTY OF CUYAHOGA }	
Before me, a Notary Public in and for sa	aid County and State, personally appeared the
above-named	, President of Cuyahoga County Public
Library Board of Trustees, and	the Secretary of the Cuyahoga,
County Public Library Board of Trustees,	both to me personally known, who did sign the
foregoing instrument and acknowledged th	nat the same is their voluntary act and deed on
behalf of said Cuyahoga County Public Li	brary Board of Trustees, and the voluntary and
corporate act and deed of said Cuyahoga C	ounty Public Library Board of Trustees.
IN WITNESS WHEREOF, I have hereunte	o set my name and official seal at Parma, Ohio,
this day of, 2022	
	Notary Public
	•
Authorized and approved by Ordinance	No. adopted the
on, 2022.	<u> </u>

Plot Plan Drawing, showing areas under care and custody of the Library under this Lease.

City of Brook Park Ordinance authorizing execution of Lease Agreement.

Resolution of Board of Trustees of the Cuyahoga County Public Library approving Lease Agreement.

Copy of Agreement and Indenture of Lease executed in _____ between the Library and the City of Brook Park under which the existing Brook Park Branch Library facility operates.

P/C	Legislative
CA_	117-11-20
1stR	
2nd R	
3rd R	
B/C_	

CITY OF BROOK PARK, OHIO

ORDINANCE	NO:	

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA COUNTY LIBRARY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Brook Park and Cuyahoga County Library have reached an agreement to enter into a Memorandum of Understanding to replace the parking lot.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a Memorandum of Understanding with the Cuyahoga County Library, Ohio, as set forth in Exhibit "A", attached hereto and incorporated herein by reference, and to do all things necessary in furtherance thereof.

SECTION 2. The money for the aforesaid transaction shall be paid from fund 401.

SECTION 3. That it is hereby 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.

EECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason to enter into a Memorandum of Understanding with Cuyahoga County Library to replace a parking lot and Memorial Drive, 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.

SEP 29 2022

BROOK PARK CITY COUNCIL

PASSED:		
		PRESIDENT OF COUNCIL
ATTEST:		APPROVED:
**********	Clerk of Council	MAYOR
		DATE:

MERCIAL OF AND DESCRIPTION OF THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "Agreement"), dated September 15, 2022 is made between the Cuyahoga County Public Library Brook Park Branch (hereinafter collectively called "Library"), and the City of Brook Park (hereinafter called "City" and together, with the Library "the Parties").

Recitals:

- A. City is the owner of a parcel of land upon which the "Library" building and adjacent parking lot is located, and which is leased to the "Library".
- **B.** Library operates the Cuyahoga County Public Library, Brook Park Branch and is a party to the above-referenced lease.
- C. The parties acknowledge that the parking lot adjacent to the Library, along with Memorial Drive is in need of repair, and requires milling, paving and striping of the parking lot and entrances to the Library and City Park area, located at 6155 Engle Road, Brook Park, Ohio, 44142.
- D. City and Library want to memorialize their agreement to jointly repair the parking lot, entrances to said lot and Memorial Drive, hereby designated as the Brook Park Parking Lot Replacement Project

NOW, THEREFORE, the City and Library agree as follows:

1. <u>Bidding Process</u> The Parties acknowledge that the Library has appropriately advertised for bid the milling, paving and striping of the parking lot, and entrances located at 6155 Engle Road, Brook Park Ohio, along with, and including Memorial Drive. Copies of the bid information is attached hereto as Exhibit "B".

Further, the Parties acknowledge that the lowest and best bid is that of All Ways Construction in the amount of \$242,168.32. This bid is based upon 92 total parking spaces, (25 Library spaces, or 27%, of all spaces; and 67 City spaces, or 73% of all spaces). Therefore, the parties agree that All Ways Construction (Contractor) is awarded the Brook Park Parking Lot and Memorial Drive Replacement Project.

- 2. <u>Costs to Parties</u>. The parties agree that they will share the cost of this project as follows: Library shall pay the sum of \$65,385.45, and City shall pay the sum of \$176,782.87.
- 3. <u>Method of Payment</u>. The Parties agree that Library shall pay the entire sum of \$242,168.32 to Contractor, and that City shall repay Library the sum of \$176,782.87 (\$17,678.29 per year) over a period of ten (10) years at zero (-0-) percent interest beginning June 1, 2023.
- 4. <u>Notice</u>. All notices shall be delivered as follows: Library: Jim McLaughlin, Cuyahoga County Public Library, Administrative Offices, 2111 Snow Road, Parma, Ohio, 44134; 216-749-9444; City: Mayor Edward Orcutt, 6161 Engle Road, Brook Park, Ohio, 44142, 216-433-1300.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date above first written.

For Cuyahoga County Library ("Library")			
Ву:			
ts:			
For City of Brook Park	ζ.		
3y:		_	
By: ts: Mayor		_	

Brook Park Parking Lot Asphalt Mill and Pave				
Firm	DRO	All Ways Construction	Advanced Asphalt	Crossroads Asphalt
Line item 1.		\$185,511.92	\$205,602.00	
Line Item 2		\$46,125.40	\$43,576.00	
Line item 3			\$144.00	
Total	\$299,547,42	\$231,637.32	\$249,178.00	Nó Bid
with 5% contingency		\$242,168.32	•	
-		Winning Bid		



92 Total Spaces	City Cost 73%	\$176,782.87
25 Library Spaces	CCPL Cost 27%	\$65,385.45
25/92=27% of 5paces	Total Cost 100%	\$242,168.32

Brook Park Parking Lot Replacement Project

Please read this document in its entirety. Providing a letterhead bid in response to this scope of work indicates the Contractor is fully aware of the expectations and requirements in performing work for Cuyahoga County Public Library.

Cuyahoga County Public Library (Library) welcomes letterhead bids for the milling, paving, and striping of the parking lot and entrances to the Brook Park Library Branch and City Park area, located at 6155 Engle Rd, Brook Park, Ohio.

The Library Facilities Department contacts for this project are:

Primary: Kelly Daily, Project Manager Secondary: James McLaughlin, Project and Maintenance Manager

The Library Facilities Department shall disseminate all pertinent information to the Brook Park Branch Staff and be the point of contact for all interactions between the Contractor, the City of Brook Park, and the Library.

All labor is to be calculated using prevailing wage rates with certified payroll provided at time of invoicing.

The work is to be completed during normal business hours, Monday through Friday, with Saturday being optional.

Base Bid

The Contractor shall provide all tools, equipment, skilled labor, vehicles, material, and expertise to perform the complete scope of work and any necessary tasks associated with completion of the scope of work.

The Contractor shall abide by all rules, laws, and regulations with all areas having jurisdiction included but not limited to: City of Brook Park, OSHA, and all other applicable federal, state, and local requirements.

The Contractor shall register with the City/County and obtain all permitting as required.

The Contractor shall provide a phasing plan that is approved by the Library, prior to commencing work. Upon commencement, the work shall be completed in a timely manner. Any changes to the approved phasing or schedule shall be presented in writing and approved by the Library Facilities Department.

The Contractor shall ensure and guarantee at least one main driveway and a main parking area are available for Library Staff, customers, and park visitors. The Contractor shall ensure access to buildings off Memorial Drive, providing alternate routes, signage, and traffic control as necessary to maintain normal business operations.

The Contractor shall remove a minimum of four inches (4") of asphalt using a milling process from the entire parking area and apron to Sylvan Road as noted in the yellow highlighted base bid of the attached drawing. The base bid is approximately 62,500 ft² of parking area and drive up to the stop sign at Memorial Drive, one hundred (100) parking spaces, including six (6) ADA and one (1) combat wounded parking spaces. The Contractor shall field verify the size of the lot, existing conditions, and quantity of spaces prior to submitting a letterhead bid.

The Contractor shall dispose of the asphalt grindings in accordance with all rules and regulations, with strong encouragement for recycling and reuse of the material in some capacity.

The base bid area includes four (4) round catch basins located within the parking aisles and four (4) curb storm catch basins. A minimum of two (2) of the four (4) round catch basins pictured, require additional work to build up the asphalt around them. Any repairs needed to any of the catch basins shall be included in the base bid.

The Contractor shall include a minimum of \$7,500.00 within the base bid to perform deeper milling and repair work at the worst areas in the parking lot, as noted in the photos below.

The Contractor shall properly clean the base asphalt prior to applying the proper amount of tack coat to ensure proper adherence of the asphalt layer.

The Contractor shall provide and install 4" of appropirate top and mid-course mix asphalt per Ohio Division of Transportation (QDOT) Pavement Design Manual:

https://www.transportation.ohio.gov/working/engineering/pavement/pavement-design-manual

The Contractor shall fully compact the asphalt mix per ODOT specifications. The Cotnractor shall provide the asphalt mix types and depth of layers as part of the letterhead bid response.

The Contactror shall properly seal all asphlat edges around curbs, cathc basins, sidewalks, etc, using a fluid applied product, appropriate and approved for the application.

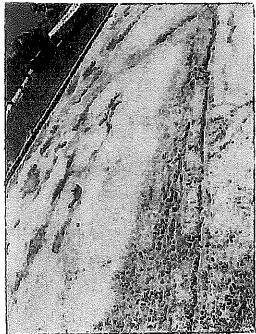
The Contractor shall provide and isntall all parking lot markings, using ODOT approved marking material, as per the existing design, including but not limited to:

- Parking spaces, ADA and otherwise
- Stop Bars
- e No Parking
- Crosswalks

The Contractor shall provide and install all directional signs, cones, and traffic control measures necessary to ensure access to all buildings and entrances affected by this project. Recouting traffic through adjacent parking areas will allow for alternate routes.









Alternate #1

As an alternate and noted as a separate line item in the letterhead bid, The Contractor shall remove a minimum of four inches (4") of asphalt using a milling process, of Memorial Drive, from Engle Road up to and including the three-way stop sign intersection of the parking area, approximately 12,000 ft². The Contractor shall field verify the size and existing conditions. Alternate #1 is highlighted in orange on the attached drawing.

The Contractor shall dispose of the asphalt grindings in accordance with all rules and regulations, with strong encouragement for recycling and reuse of the material in some capacity.

The Contractor shall properly clean the base asphalt prior to applying the proper amount of tack coat to ensure proper adherence of the asphalt layer.

The Contractor shall provide and install 4" of appropirate top and mid-course mix asphalt per Ohio Division of Transportation (ODOT) Pavement Design Manual to Memorial Drive.

The Contractor shall fully compact the asphalt mix per ODOT specifications.

The Cotnractor shall provide the asphalt mix types and depth of layers as part of the letterhead bid response.

The Contactror shall properly seal all asphlat edges around curbs, cathc basins, sidewalks, etc, using a fluid applied product, appropriate and approved for the application.

The Contractor shall provide and isntall all drive markings, using ODOT approved marking material, as per the existing design, including but not limited to:

- Stop bars
- Center line
- Crosswalks

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2000年

O tack the transmitter in the

Pricing

The Contractor shall provide a letterhead bid with three line items:

- Line Item #1: The Price for the Base Bid, in its entirety
- Line Item #2: The Price for Alternate #1, in its entirety
- Line Item #3: Per ton cost for additional asphalt removal and installation

Cuyahoga Coutny Public Library is a tax exempt entity and will provide tax exemption to the winning bidder.

Also, on the letterhead bid, please include when this project can be worked into your current schedule. The Library wants to compelte this project during this construction season.

ALL WAYS CONSTRUCTION, LLC

· 11930 WAYFIRED HD

CHARDON, OE 4014

Caplacta

Plance

440-226-3580

First

CUYAHGA COLNYY LIBRALY ATTN: KEELY DALLY 216-217-3686 KDALLY@CUYAHOGALIBRARY.ORG

Quate To:

Job Market Dates

BROOK PAIK BRANCH 05/11/2022

BLUE AREA SPLIT INTO 2 PHASES

400,00 1,500.00 AMOUNT 56,100.00 1,400.00 21,186.00 13,200.00 44,625,40 7,724.40 29,113,92 1,200,00 91,728.00 184511.92 5.00 110.00 400.00 1,500,00 1,400.00 107.00 0.00 98.00 5.00 100.00 1,200,00 0.48 3,000,00 UNIT PRICE LIMIN É GAL ŭ ។ 2 Z H žõ 3 占 鍚 낽 ខ 143,00 12,874.00 09.801 8 00'1 60,654.00 674.00 561.00 8 12,874,00 60,654.00 8 936.00 8 QUANTIETY OF 50 MILL EXISTING ASPHALT 4" & HAUL AWAY 20 MILL EXISTING ASPIRALT 4" & HAUL AWAY 30 FINE ORADE & ROLL FOR BEST POSSIBLE 120 APPLY 40T TACK COAT @ 1 GAL/SY 130 RNSTALL 1.5" COMPACTED 44E-1 SURFACE 50 APPLY 407 TACK COAT @ 11 OAL/SY. 60 INSTALL 1.5" COMPACTED 448-1 SURFACE 100 FINE CRADE & ROLL FOR BEST POSSIBLE DRAINAGE 110 INSTALL 2.5" COMPACTED 301 BINDER INSTALL 2.5" COMPACTED 301 BINDER MO RESTRIPE CROSS WALKS & STOP DAT TO RESTRIBE PER EXISTING LAYOUT WIND WATERBASE PAINT SIDE ENTRANCE TOTAL SO YELLOW AREA 4" MILL AND PAVE MAIN LOT TOTAL 10 BLUE AREA 4" MILL AND PAVE DESCRIPTION ISE CYTCH BASIN REPAIR CATCH BASIN REPAIR 51,500 EA DEATNAGE ASPEALT 温泉

Add 5% Contragenous All maicain is guarasteed to be as specified. All work to be completed in a professional manage according to genedarly for practices. Prices are good for (34) days Only. Any alteration or deviation from above specifications involving extra coses will be executed, only upout written orders, and will become an extra clarge over and above the entirate. Due to existing grades and alter and the contractor will not be responsible for postive desirate on any overloys where existing grades are NOTES:

GLAND TOTAL

230,637.32

Paga 1 of 2 the then 2% although all remonable elforts will be made to active it New aspiral parement will tend to sert for man't during



Fredhilds in 1998

5455 Broadview Rd., Suite 101 Parma, OH 44134

sales@advancedesphaltpaving.com

Toll Free: 1-833-PAVE-CLE Phone: 216-398-8446 Fax: 216-398-8450

Bid Proposal

Dale	Proposal #	
7/21/2022	22-21964	

NAME / ADDRESS	PROJECT
Cuyahoga County Public Libraries Attention: Finance Division 2111 Snow Rd Parma OH 44134	Brook Park Parking Lot Replacement 6155 Engle Rd Brook Park, OH
CONTACT	ESTIMATOR
Kelly Dally 216-217-3666 kdaily@cuyahogalibrary.or	Dave Martin 440-552-2089 dmartin@advuncedasphaltpaving.com

DESCRIPTION

BASE BID

4" MILL & REPLACE 62,500 SQ FT (GREEN AREA)

Mill 62,500 square feet down (4.0") inches and haul material from job site.

Grade existing aggregate base and compact to maximum density.

Install an asphalt base course of O.D.O.T. #301 asphalt at a depth of (2.5") inches after compaction.

Install a surface course of O.D.O.T. #448-1 asphalt at an average depth of (1.5") inches after compaction.

Re-stripe, per existing design. Striping shall include all ADA and misc. markings. Does not include curb and sidewalk paint.

TOTAL = \$205,602,00

*Price based on 2 mobilizations

ALTERNATE BID #1

4" MILL & REPLACE 12,000 SQ FT (ORANGE AREA)

Mill 12,000 square feet down (4.0") inches and haul material from job site.

Grade existing aggregate base and compact to maximum density.

Install an asphalt base course of O.D.O.T. #301 asphalt at a depth of (2.5") inches after compaction.

Install a surface course of O.D.O.T. #448-1 asphalt at an average depth of (1.5") inches after compaction.

Re-stripe, per existing design. Striping shall include all ADA and misc. markings. Does not include curb and sidewalk paint.

TOTAL = \$43,576.00

*Price based on I mobilization

ALTERNATE #2

I" INCREMENTAL MILL / PAVE PER TON

TOTAL = \$144,00 PER TON INSTALLED

SEE ATTACHED

Terms Payment Upon Completion Accepted By: Date:

This bid - including the price, shall be bound as a firm offer and valid for (15) days from the date issued. All work conducted on weekdays unless otherwise noted. By signing this agreement, customer acknowledges and agrees to all terms, guarantees and warnings on additional pages. City Permits and related fees will be invoiced at cost.

Phone 440-724-2670 440-729-2735FAX <u>Dani51 [Maol.com</u> E-Mail

June 30, 2022

ATTN: Kelly Daily

RE: Brookpark Library 6155 Engle Road Brookpark, Ohio 44142

D.R.O. LTD, proposes the following work to be performed at The Brookpark Library. A breakdown is listed below...

LIBRARY PARKING LOT & ROAD COMPLETED TOGETHER: \$297,197.42

100.02 - MILL AND PAVE COMMERCIAL @ 4" DEPTH

Mill and Pave 72500Square Feet, to a depth of 4 inches.

This work is performed by profile milling proposed area and removing asphalt from the site.

The vertical edges of the open patch will be tack coated using SS-1 emulsion,

New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.

All new asphalt material will be Department of Transportation approved. In the initial executation,

If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$350/per truckload plus dump fees:

Purchaser agrees to pay all cost associated with asphalt milling disposal.

We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%. Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

ALTERNATE LIBRARY PARKING LOT ONLY: \$264,156.00

100.02 - BASE BID WILL AND PAVE COMMERCIAL @ 4" DEPTH

Mill and Pave 62,500 Square Feet, to a depth of & Inches.

This work is performed by profile milling proposed area and removing asphalt from the site.

The vertical edges of the open patch will be tack coated using SS-1 emulsion.

New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.

All new asphalt material will be Department of Transportation approved. In the initial excavation,

If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$375/per truckload plus dump fees.

Purchaser agrees to pay all cost associated with asphalt milling disposal.

ALTERNATE ROAD DNLY: \$57,780.00

100.02 - MILL AND PAVE COMMERCIAL @ 4" DEPTH

Mill and Pave 12,000 Square Feet, to a depth of 4 Inches.

This work is performed by profile milling proposed area and removing asphalt from the site.

The vertical edges of the open patch will be tack coated using SS-1 emulsion.

New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.

All new asphalt material will be Department of Transportation approved. In the initial excavation,

If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$350/per truckload plus dump fees.

Purchaser agrees to pay all cost associated with asphalt milling disposal.

We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%. Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

400.01 - RE-STRIPE EXISTING LAYOUT \$2,350.00

Restripe Layout in (Yellow)

This work will be completed as coordinated with Purchaser. Any painting on concrete surfaces is not warranted. Chlorinated rubber-alkyd, thermoplastic material is not included in our scope of services. If changes to current layout have been requested, Purchaser is required to provide Contractor with a detailed drawing designating exact layout of area to be striped.

If Purchaser does not provide a detailed striping layout, Contractor will exercise its best effort to re-stripe the area per the existing layout and will not be held responsible for discrepancies in new layout and stencils. Contractor is not responsible for obtaining current ADA, Federal, State, & Local Parking Lot Stripe Codes and or re-designing existing striping layout.

All paint used is ODOT approved traffic paint.
May include handlcap (with blue field), reserves, arrows, hashing, etc.
Purchaser agrees to pay Contractor a minimum of \$625 for each additional mobilization required for striping not listed above.

**** Payment is to be made as follows: = 30% upon acceptance >70% upon completion. This proposal is valid f seven (7) days from the date written above due the volatile market fluctuation.		
Client Signature:	DATE:	

Respectfully Submitted,

Jeffery Mori

From:

James McLaughlin

Sent:

Monday, July 25, 2022 10:57 AM

ĩo:

Jeffery Mori

Subject

Brook Park library Paving project - Decline to quote - Crossroads Asphalt

From: Bill Lambert <Bill@crossroadsasphalt.com>

Sent: Tuesday, July 19, 2022 12:02 PM

To: James McLaughlin < JMCLAUGHLIN@cuyahogalibrary.org>

Subject: Re: Brook Park library - Paving project

Jim

Our schedule has filled up. Good luck with your project.

Bill Lambert

Get Outlook for iOS

From: James McLaughlin < IMCLAUGHLIN@cuyahogalibrary.org>

Sent: Tuesday, July 19, 2022 10:50:37 AM

To: Bill Lambert < Bill@crossroadsasphalt.com>

Cc: Kelly Daily < KDAILY@cuyahogalibrary.org >; Terri Thompson < TTHOMPSON@cuyahogalibrary.org >

Subject: RE: Brook Park library - Paving project

BIII,

Please let us know if your intention is to quote this so we can move forward - Thanks, Jim

From: James McLaughlin

Sent: Monday, July 18, 2022 9:22 AM

To: Bill Lambert <Bill@crossroadsasphalt.com>

Cc: Kelly Daily < KDAILY@cuyahogalibrary.org>; Terri Thompson < TTHOMPSON@cuyahogalibrary.org>

Subject: Brook Park library - Paving project

Hi Bill,

Please forward your estimate to this E-mail chain if you're still interested in the Brook Park library parking lot project?

I'll need to get the accepted estimate to our Finance Department no later than tomorrow afternoon.

Thanks. Jim McLaughlin Cuyahoga County Public Library Projects and Maintenance Manager 216.749,9444 From: James McLaughlin

Sent: Friday, July 1, 2022 3:20 PM

To: Bill Lambert < Bill@crossroadsasphalt.com>

Cc: Kelly Daily < KDAILY@cuyahogalibrary.org>; Terri Thompson < TTHOMPSON@cuyahogalibrary.org>

Subject: RE: Brook Park library - Paving project

Bill,

Will see you Thursday.

Jim McLaughlin Cuyahoga County Public Library Projects and Maintenance Manager 216.749.9444

From: Bill Lambert < Bill@crossroadsasphalt.com >
Sent: Wednesday, June 29, 2022 3:42 PM
To: James McLaughlin < JMCLAUGHLIN@cuyahogalibrary.org >
Subject: RE: Brook Park library - Paving project

Jim

Thanks for reaching out. I have Thursday the 7th on my calendar for 9:00am. See you then

Bill Lambert

Estimator / Project Manager Crossroads Asphalt Recycling, Inc. 13421 Hawke Road Columbia Station Ohio 44028

o 440-236-5066 c 330-606-9105 bll@crossroadsasphalt.com

From: James McLaughlin < JMCLAUGHLIN@cuvahogalibrary.org >
Sent: Wednesday, June 29, 2022 10:33 AM
To: Bill Lambert < Bill@crossroadsasphalt.com >
Ce: Kelly Daily < KDAILY@cuvahogalibrary.org >
Subject: Brook Park library - Paving project

Bill,

Was a pleasure speaking with you today:

Looking for a proposal, see attached parking lot paving scope of work:

Location

Brook Park library 6155 Engle Rd

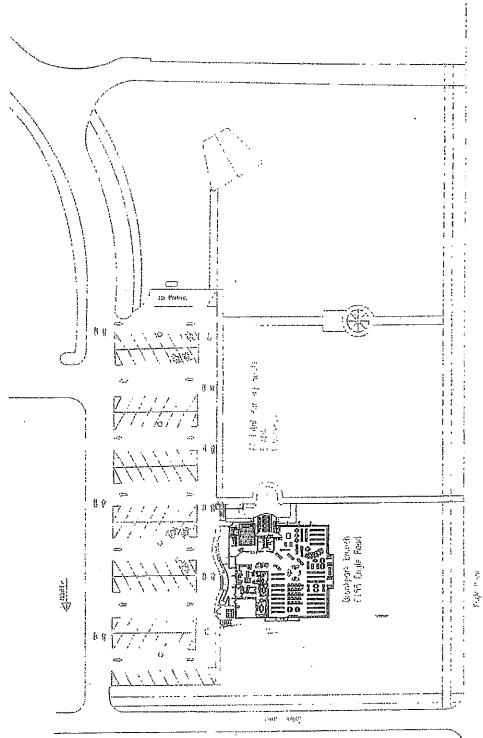
44142

I am free to meet you on site Thursday morning 7/7 @ 9:00 ${\rm am}$

Jim McLaughlin Special Projects and Mainlenance Manager

Cuyahoga County Public Library
Administrative Offices
2111 Snow Rd / Parma, Ohio 44134-2728
p 216.749.9444 / f 216.749.9517

cuyahogalibrary.org





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, Secretary BZA & Planning Commission Secretary
DATE:	October 5, 2022
RE:	Planning Commission Recommendation

The Brook Park Planning Commission met on October 3, 2022 regarding PPN: 344-14-042 and PPN: 344-15-177. By a vote of 6/6, the Planning Commission voted to recommend approval of the proposed lot split plat for the following:

Request approval for a lot consolidation of PPN: 344-14-042 and PPN: 344-15-177 to create a new Parcel "A-1A" for The Space Shop at 14571 Snow Road | Located in a U-3A Zone|

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:

Steven J. Metcalf
Neff & Associates
6405 York Road
Parma Heights, Ohio 44131
E-Mail: smetcalf@neff-assoc.com
Office: 440/884-3100
dginburg@steininvest.com

Thank you,

CAROL DELL

Secretary, City of Brook Park Planning Commission

Building Department

Office: 216/433-7412

E-Mail: cdell@cityofbrookpark.com



RECEIVED



SEP 1 4 2022 www.cityofbrookpark.com/building-department Office 216.433.7412

2022 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	14571 Snow Rd.		☐ RESIDENTIAL ☑ COMMERCIAL ZONE U3-A				
Parcel#	344-14-042 & 344-15-001	Business Name (If Applicable)	Self Storage				
				- Standard Company of the Stan			
Property Owner Name(s)	SIG 14571 Snow Road, LLC - Daniel Ginburg				☐ Will Attend Meeting		
Phone #	404-788-7921 Email		dginburg@steininv				
Street Address	5607 Glenridge Drive – Sulte 200	City	Atlanta, GA	Zip	30342		
AGENT/CONTACT PERSON NAME(S)	Neff and Associates - Steven J. Metcalf				☑ Will Attend Meeting		
Phone#	440-884-3100 office 440-915-6928- cell	Email	smetcalf@neff-asso				
Street Address	6405 York Rd.	City	Parma Heights	Zip	44130		
		on the second					
	☐ Aesthetic / Project ²		☐ Conditiona	l Use Permit	2		
	☐ Front Porch ☐ Billboard	t Porch ☐ Billboard ¹ ☐ Telecommu			nication Tower 1		
	☐ Re-Zone ³ ☐ Lot Split	☐ Lot Split ^{3 4}					
Approval(s) Requested	☐ 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						
	Owner of Space Shop Self Storage is submitti	<u>est</u> fysia kirastra kota pi		onsolidation	of 14571 Snow Pd		
	and the Vacant Parcel of land being just East of this parcel on the corner of Snow Rd. & Michael Road.						
SUMMARY OF REQUEST	Being currently Cuyahoga County Parcel Numbers 344-14-042 & 344-15-177 to create new Parcel "A-1A"						
	THE INTENT OF THIS PLAT IS TO CREATE NEW CONSOLIDATED PARCEL "A-1A" Note this is for the Redevelopment of the Former Bally's fitness which has been Demolished at this time.						
		udjesavenjeven som					
PPLICANT SIGNATURE	1an	unus di sisse essent	☐ Owner ⊠ Ag	Cent DATE			
	241 STEVEN METO	alf	LI OWNER @ Ag	out DATE	09.14.22		



Legal Description SIG 14571 Snow Road, LLC Parcel "A-1A" September 6, 2022 File No. 14774-LD001

> Situated in the City of Brook Park, County of Cuyahoga, State of Ohio and being known as being all of Parcel "A" in the Survey and Parcel Split for Albert B. Ratner, Trustee, and shown by the recorded plat in Volume 235 of Maps, Page 38 of Cuyahoga County Records and part of lands in Original Middleburg Township Lot No. 4, Section No. 1, and more further known as being Parcel "A-1A" - containing 2.9265 Acres (127,479 S.F.) of land, in the Consolidation Plat for SIG 14571 Snow Road, LLC -14571 Sown Road, as shown by the recorded plat in A.F.N. of the Cuyahoga County Map Records, as appears by said plat, be the same more

> or less, but subject to all legal highways.

Basis of bearing for this survey is Grid North as established by NAD83 (CORS96) Ohio State Plane Coordinate System, North Zone (3401) as observed by GPS Observations.

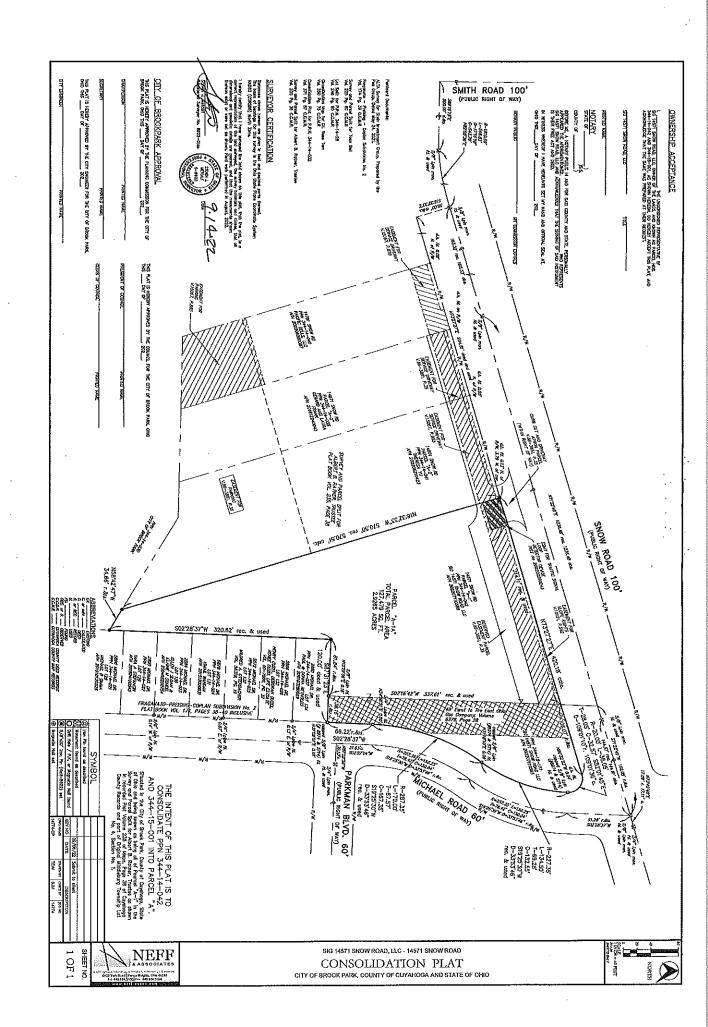
OF

METCALF

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

Steven J. Metcalf

Registered Surveyor No. 8622-Ohio



Carol Dell

From: Steve Metcalf <smetcalf@neff-assoc.com>

Sent: Thursday, September 22, 2022 4:24 PM

To: Carol Dell; Edward Piatak
Cc: Cody Crum; Terrance Worsech

Subject: RE: CTY BROOK PARK PLANNING COMMISSION MEETING 10/3/22 - 14571 Snow Rd -

Plat - Comments.

Attachments: 14774-LD001-Parcel-A-1A(Short Form)-2022-09-06.pdf; 20220922155142389.pdf;

14774-CP-Closure.pdf

[This message is from a source outside of your organization]

Ed & Carol,

Per the forwarded Review Comments dated 09-21-22.

Engineer Comment 1:

Attached is the Short Form legal description for the 14571 Snow Rd - Lot Consolidation, per the County direction, they preferred Short Form legal - referencing the Recorded Plat.

Engineer Comment 2:

Attached is the Parcel A-1-A Closure Sheet calculation – as requested.

Engineer Comment 3:

The Lot Consolidation Plat is in for County Review Comments – and due to the County Tax Map Staffing shortage, County Pre-Review comments are still Pending.

The County is quoting approximately 3 months for review comments currently.

Steven J. Metcalf, P.S.

Survey Manager Neff & Associates Office: 440-884-3100 Cell: 440-915-6928

----Original Message----

From: Carol Dell <cdell@cityofbrookpark.com> Sent: Thursday, September 22, 2022 2:58 PM To: Steve Metcalf <smetcalf@neff-assoc.com>

Subject: CTY BROOK PARK PLANNING COMMISSION MEETING 10/3/22

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

RE: 14571 snow road

Steve:

Please address Items 1, 2, and 3 of our Consulting City Engineer's comments by Friday morning, September 24, 2022.



Civil Engladers + Candscapie Architects + Planders + Surveyors

Legal Description SIG 14571 Snow Road, LLC Parcel "A-1A" September 6, 2022 File No. 14774-LD001

Situated in the City of Brook Park, County of Cuyahoga, State of Ohio and being known as being all of Parcel "A" in the Survey and Parcel Split for Albert B. Ratner, Trustee, and shown by the recorded plat in Volume 235 of Maps, Page 38 of Cuyahoga County Records and part of lands in Original Middleburg Township Lot No. 4, Section No. 1, and more further known as being Parcel "A-1A" - containing 2.9265 Acres (127,479 S.F.) of land, in the Consolidation Plat for SIG 14571 Snow Road, LLC – 14571 Sown Road, as shown by the recorded plat in A.F.N.

of the Cuyahoga County Map Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Basis of bearing for this survey is Grid North as established by NAD83 (CORS96) Ohio State Plane Coordinate System, North Zone (3401) as observed by GPS Observations.

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

Steven J. Metcalf

Registered Surveyor No. 8622-Öhio

Tel: 440.884.3100 Fax: 440.884.3104

Name: Standard : 1

North: 633761.4834' East: 2165189.2085'

Segment #1 : Line

Course: S02°28'37"W Length: 66.22'

North: 633695.3253' East: 2165186.3466'

Segment #2 : Line

Course: N87°31'23"W Length: 38.16'

North: 633696.9745' East: 2165148.2223'

Segment #3 : Line

Course: N87°31'23"W Length: 81.84'

North: 633700.5114' East: 2165066.4587'

Segment #4 : Line

Course: S02°28'37"W Length: 320.82'

North: 633379.9911' East: 2165052.5937'

Segment #5 : Line

RP North: 634045.3510' East: 2165269.0176'

End North: 634044.4841' East: 2165288.9987'

Segment #10 : Curve

Length: 134.50' Radius: 227.35'

Delta: 033°53'46" Tangent: 69.28'

Chord: 132.55' Course: S19°25'30"W

Course In: N87°31'23"W Course Out: S53°37'37"E

RP North: 634054.3096' East: 2165061.8612'

End North: 633919.4792'

East: 2165244.9162'

Segment #11 : Curve

Length: 170.00' Radius: 287.35'

Delta: 033°53'46" Tangent: 87.57

Chord: 167.53' Course: S19°25'30"W

Course In: S53°37'37"E Course Out: N87°31'23"W

RP North: 633749.0691' East: 2165476.2826'

Perimeter: 1874.95 Area: 127479.25 Sq. Ft.

Error Closure:

0.0084 Course: N76°11'09"W

Error North:

0.00200 East: -0.00813

Precision 1: 222028.57

*Name: Standard : 1

North: 633761.4834' East: 2165189.2085'

Segment #1 : Line

Course: S02°28'37"W Length: 66.22'

North: 633695.3253' East: 2165186.3466'

Segment #2 : Line

Course: N87°31'23"W Length: 38.16'

Segment #3 : Line

Course: N87°31'23"W Length: 81.84'

North: 633700.5114' East: 2165066.4587'

Segment #4 : Line

Course: S02°28"37"W Length: 320.82

North: 633379.9911' East: 2165052.5937'

Segment #5 : Line

RP'North: 634045.3510' East: 2165269.0176'

End North: 634044.4841' East: 2165288.9987'

Segment #10 : Curve

Length: 134.50' Radius: 227.35'

Delta: 033°53'46" Tangent: 69.28'

Chord: 132.55' Course: S19°25'30"W

Course In: N87°31'23"W Course Out: S53°37'37"E

RP North: 634054.3096' East: 2165061.8612'

End North: 633919.4792' East: 2165244.9162'

Segment #11 : Curve

Length: 170.00' Radius: 287.35'

Delta: 033°53'46" Tangent: 87.57'

Chord: 167.53 Course: \$19°25'30"W

Course In: S53°37'37"E Course Out: N87°31'23"W

RP North: 633749.0691' East: 2165476.2826'

Perimeter: 1874.95' Area: 127479.25 Sq. Ft.

Error Closure: 0.0084 Course: N76°11'09"W

Error North: 0.00200 East: -0.00813

Precision 1: 222028.57

EUTHENICS

MEMO

TO:

Neal Dorenkott, Building Commissioner

FROM:

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

DATE:

September 26, 2022

SUBJECT:

14571 Snow Road (Lot Consolidation)

CC:

Mr. Dorenkott:

Be advised that a response (copy attached) to my comment Memo dated September 21, 2022 regarding the October Planning Commission Application for the above referenced Project has been received by my Office and I have no further comments or objections.

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

EUTHENICS, INC.

Edward R. Piatak, P.E.

Consulting City Engineer

Encls.

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EUTHENICS

MEMO

TO: Neal Dorenkott, Building Commissioner

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

DATE: September 21, 2022

SUBJECT: 14571 Snow Road (Lot Consolidation)

CC:

Mr. Dorenkott:

I have reviewed the October 2022 Planning Commission application for the above referenced Project and offer the following comments:

- 1. Metes and Bounds legal description was not included in the application.
- 2. Parcel closure calculations were not included in the application.
- 3. Confirm Consolidation Plat/Legal Description has been pre-approved/approved by the County.

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

EUTHENICS, INC.

Edward R. Piatak, P.E.

Consulting City Engineer

lund R. Pitak

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Building Commissioner Notes

Planning Commission Meeting - 10-03-22

6059 Michael Dr. – 344-18-169 – **Description:** Porch 9 ft. out from house, 16 ft. wide, 32 inches high, 4 inch concrete cap, 36 inch footer all around, with rebar throughout. Stamped stone walls.

- 1348.01 FRONT PORCHES. (1) Planning Commission approval. All construction plans for front porches
 must come before the Planning Commission for aesthetic approval prior to receiving a permit.
- This application is simply to get approval for the enclosed rendition of a front porch. NOTE: acceptable
 construction drawings per the requirements of the RCO shall be submitted and approved before construction
 begins.

14571 Snow Rd. – 344-14-042 & 344-15-001 – **Description:** Owner of the Space Shop Self Storage is submitting for consideration a Lot Consolidation of 14571 Snow Rd. and the vacant land being just to the East of this parcel on the corner of Snow Rd. & Michael Road.

• These two lots are located in a U-A3 Business District. The consolidation of these two lots would not be in conflict with the requirements of minimum lot size according to 1121.23 for this district.

14831 Snow Rd. – 344-14-033 – **Description:** Addition of 40 feet onto the back of the building. Exterior refresh of existing building. Parking lot improvements.

- Ordinance 1121.23(e) Lot Coverage Regulation (U-3A Business District) lists maximum allowable for buildings and accessory structures at 30% of lot size. The architect lists the property at 18,780 sq ft. x 30% = 5859 sq ft.
 Total of existing building and new addition is listed as 4,245 sq ft. Lot coverage appears to be in compliance.
- Front yard regulation listed in section (f)(1) allows for a minimum of 30 feet. The architect has listed the front set back, after the front addition, as 25 ft 10 inch. A 4 ft 2 inch variance has been applied for thru BZA.
- Side yard regulation listed in section (f)(2) requires at least one side yard not less than 12 ft. The architect lists 27 ft–4 inch as the entrance & exit driveway on one side of building only. Side yard setback appears to be in compliance.
- Chapter 1125.03 & 1125.04-Off-Street Parking Off-street parking variance for (22) parking spaces are being applied for thru the BZA.
- 1125.11 ILLUMINATION Since this was tabled from the last meeting, the contractor submitted photometric drawings of the property simulating the light patterns for future lights. The luminaire schedule lists the light fixtures and indicates where they are mounted. The calculation summary lists the average, minimum and maximum foot-candle numbers. The numbers on the drawing indicate the foot-candles at each location. The higher the number, the higher the light intensity. The fixtures listed appear to be down lights or full cut-off light fixtures. This appears to be sufficient to cover the Illumination ordinance.

BROOK PARK PLANNING COMMISSION

The Brook Park Planning Commission met on October 3, 2022 regarding PPN: 344-14-042 and 344-15-177. By a vote of 6/6, the Planning Commission voted to recommend approval of the proposed lot split plat for the following:

Request approval for a lot consolidation of PPN; 344-14-042 and PPN: 344-15-177 to create a new Parcel "A-1A" for The Space Shop at 14571 Snow Road | Located in a U-3A Zone |

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.

Secretary, Planning Commission

Date



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
1	rscott@cityofbrookpark.com
	ncoyne@cityofbrookpark.com
	bpoindexter@cityofbrookpark.com
	brookparksalvatore@gmail.com
FROM:	Carol Dell, Secretary BZA & Planning Commission Secretary
DATE:	October 5, 2022
RE:	Planning Commission Recommendation

The Brook Park Planning Commission met on October 3, 2022 regarding approval for a Conditional Use Permit. By a vote of 5/6, the Planning Commission voted to recommend approval of the proposed Conditional Use Permit for the following:

Request the following approvals to operate a Kwik Car Wash at 14831 Snow Road | Located in a U-3A Zone | Agent: Leon Sampat of LS Architects

- A. Request approval for a Conditional use Permit | Planning Commission's recommendation for this project must be forwarded to City Council for final action |
- B. Request aesthetic/project approval for site and building modifications

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.

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

AGENT INFORMATION:

LS Architects
22082 Lorain Road
Fairview Park, Ohio 44126
ATTN: LEON SAMPAT, LS ARCHITECT
leon@lsarchitectsinc.com
joe@thekwikcarwash.com

Thank you,

CAROL DELL

Secretary, City of Brook Park Planning Commission

Building Department

Office: 216/433-7412

E-Mail: cdell@cityofbrookpark.com



CITY OF BROOK PARK BUILDING DEPARTMENT | 5590 Smith Road | Brook Park | Ohio | 44142

RECEIVED

www.cityofbrookpark.com/building-department AUG 2 5 2006 216.433.7412

2022 PLANNING COMMISSION APPLICATION

		m - sometime contraction				T		
Project Address	1483) SNOW RD.		☐ RESIDENTIAL ☐ COMMERCIAL		ERCIAL	ZONE	W3 A	
PARCEL#	344-14-033	BUSINESS NAME (If Applicable) LOWRY			NRY.	3		
	·							
PROPERTY OWNER NAME(S)	JOE CONGHEIN			Will Attend Meeting				
Phone #	216-965-3454	Email	Joee the kwik carwas			h com		
Street Address	18869 CANYON RD.	City	FAIRVIEW f	⁹ 4RK	Zip	44126		***********
AGENT/CONTACT PERSON NAME(S)	LEON SAMPAT, LS ARCHITECTS				☑ Will Attend Meeting			
Phone #	216-246-7812	Email	1000 @ 15	arch	,tev	tsinci com		
Street Address	22082 Loegn RD	City	FAIRVIEW PA	⁺ Rk	Zip	44126		
·	☑ Aesthetic / Project ²							
	☐ Front Porch ☐ Billboard ¹ ☐ Telecommunication Tower ¹							
Control of the Contro	☐ Re-Zone ³ ☐ Lot Split ³⁴ ☐ Lot Consolidation ³⁴							
APPROVAL(S) REQUESTED	☐ Other:							
	Provide Construction Drawings and/or Structural calculations							
	² Provide Detailed Business Plan							
	³ Provide Legal Description							
,	4 Provide Lot Split / Consolidation Plat and Mylar							
	ADDITION OF 40 FEET ONTO THE BACK OF THE BUILDING.							
SUMMARY OF REQUEST	EXTERIOR REFRESH OF EXISTING BUILDING							
PARKING LOT IMPROVEMENTS								
APPLICANT SIGNATURE	grouph D. Longth:		☑ Owner □	Agent	DATE	8.9	5.202.	7
							The state of the s	-533



MEMO

TO:

Neal Dorenkott, Building Commissioner

FROM:

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

DATE:

September 26, 2022

SUBJECT:

14831 Snow Road - Alterations for Kwik Car Wash

CC:

Mr. Dorenkott:

I have reviewed the October 2022 Planning Commission application for the above referenced Project and offer the following comments:

- 1. Verify that vehicles exiting facility will not obstruct the existing sidewalk along Snow Road.
- 2. Confirm that the existing Snow Road R/W (100' wide) lines are shown accurately on the drawings provided. Typically, sidewalks are located within the public R/W (see Page 2).
- 3. Project may be subject to Chapter 921 (Controlling Post-Construction Water Quality Runoff) of the Brook Park Codified Ordinances. Site may require revisions for conformance thereto. Additional Chapters of the Code may apply as well.

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

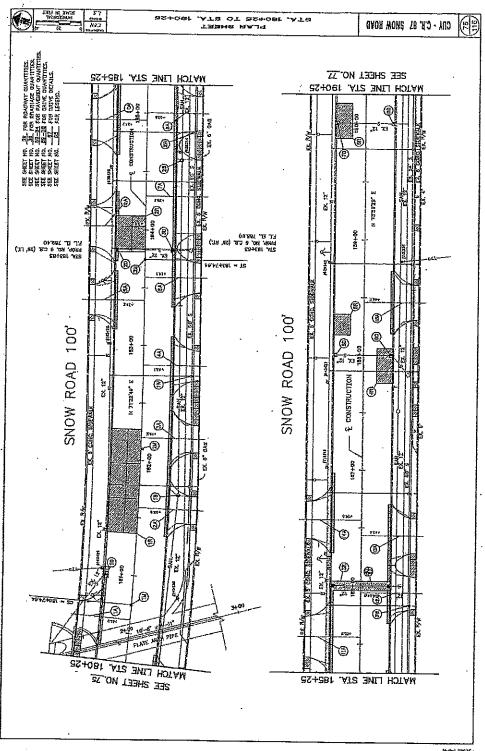
EUTHENICS, INC.

Edward R. Piatak, P.E.

Consulting City Engineer

was R. Pitak

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STALL DATE TO SERVE

Building Commissioner Notes

Planning Commission Meeting – 10-03-22

6059 Michael Dr. – 344-18-169 – **Description:** Porch 9 ft. out from house, 16 ft. wide, 32 inches high, 4 inch concrete cap, 36 inch footer all around, with rebar throughout. Stamped stone walls.

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BROOK PARK PLANNING COMMISSION

The Brook Park Planning Commission met on October 3, 2022 regarding a Conditional Use. By a vote of 5/6, the Planning Commission voted to recommend approval of the proposed Conditional Use Permit based upon the guidelines provided in BCP Section 1141.342 for the following:

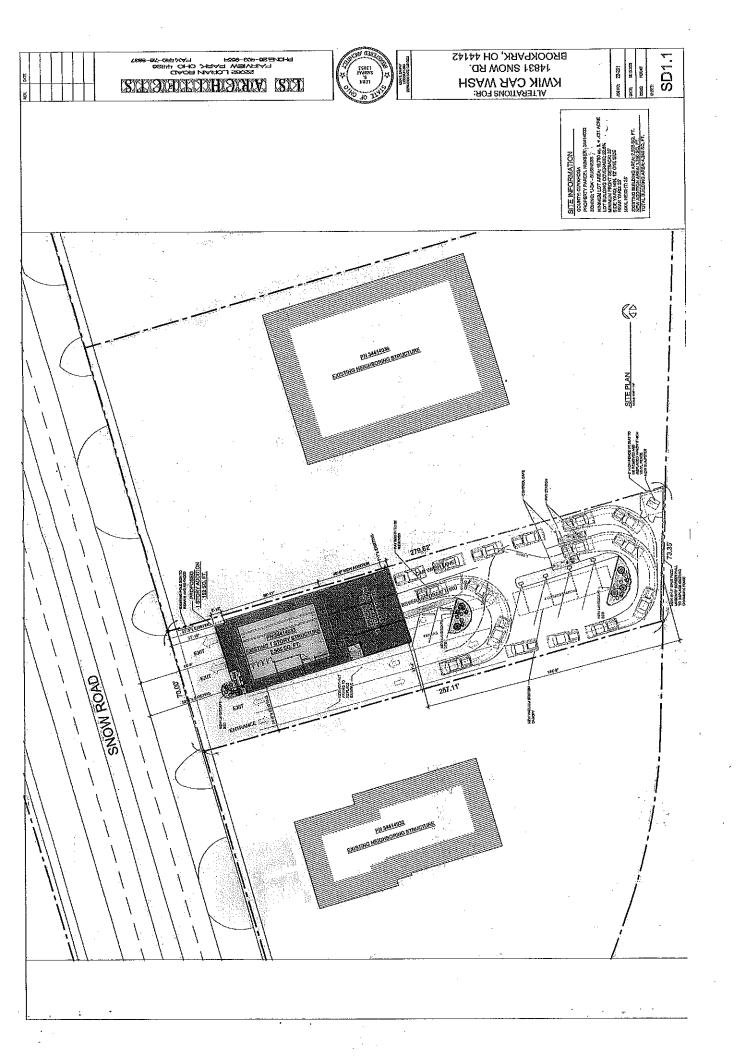
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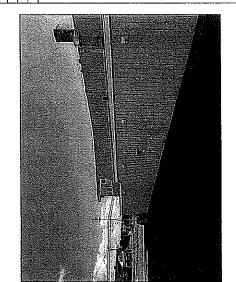
Secretary, Planning Commission

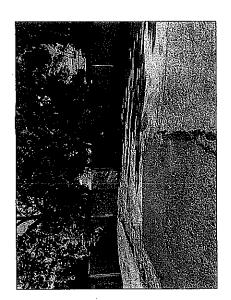
Date

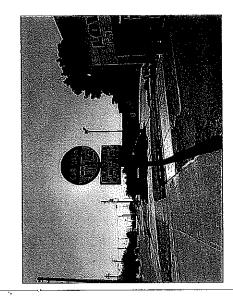


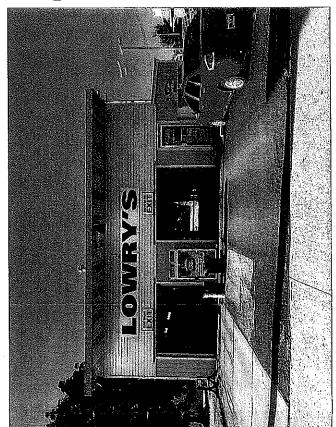


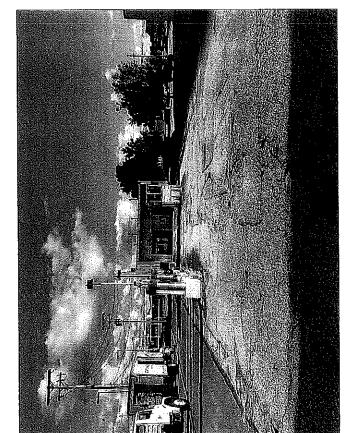
EXISTING PHOTOS





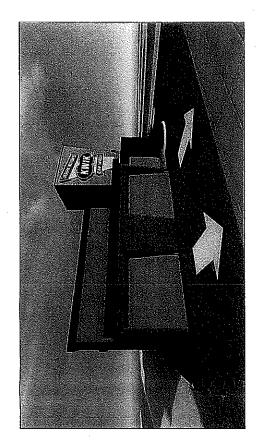


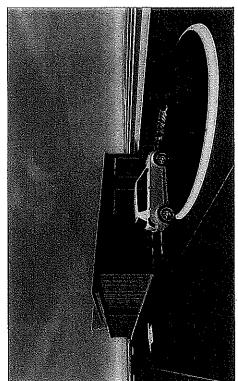


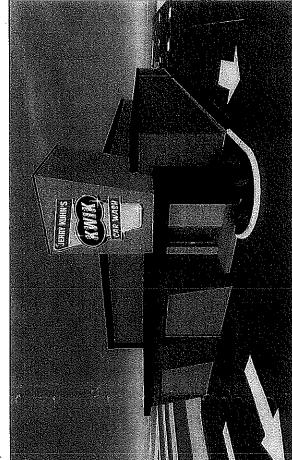


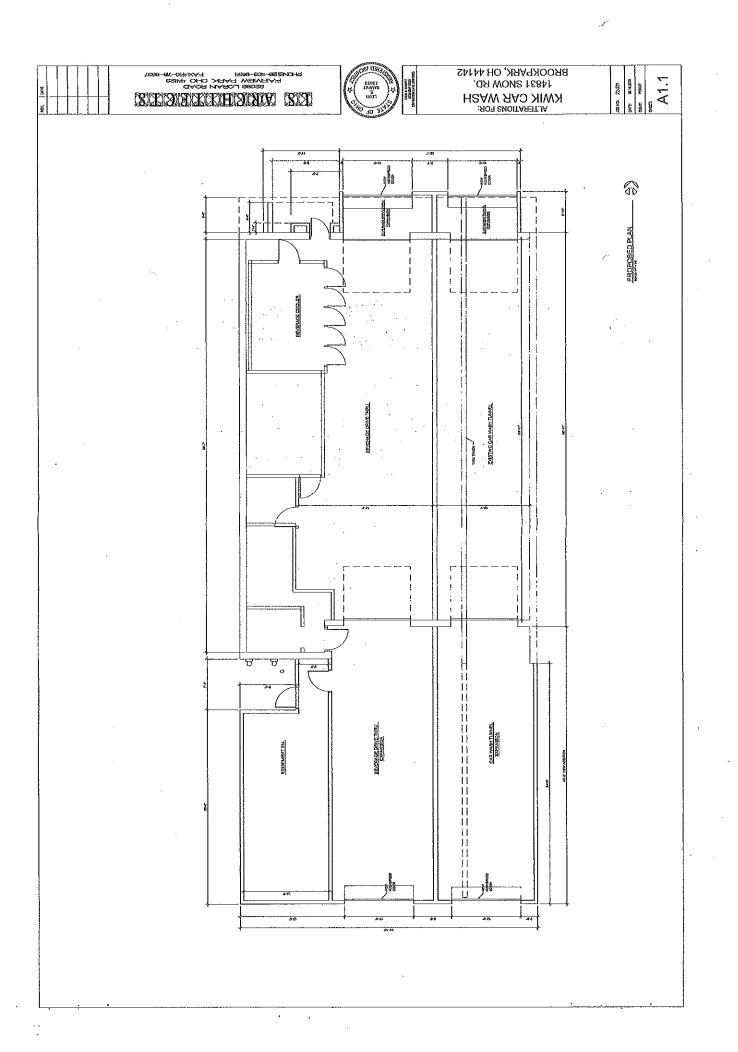












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