

**REGULAR COUNCIL MEETING  
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO  
TO BE HELD ON TUESDAY, OCTOBER 18, 2022  
7:30 P.M.**

**A. ROLL CALL OF MEMBERS**

**B. PLEDGE OF ALLEGIANCE**

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

1. CAUCUS PRIOR TO MEETING MINUTES HELD ON AUGUST 23, 2022.
2. REGULAR COUNCIL MEETING MINUTES HELD ON AUGUST 23, 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):**

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

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

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

1. ORD. NO. 11288-2022  
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.
2. ORD. NO. 11289-2022  
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.
3. ORD. NO. 11287-2022  
AN ORDINANCE ENACTING CHAPTER 1126 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'MEDICAL MARIJUANA DISPENSARIES', AND DECLARING AN EMERGENCY. Introduced by Councilman Troyer, Poindexter, Roberts, Mencini.
4. ORD. NO. 11286-2022  
AN ORDINANCE ENACTING CHAPTER 720 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'MEDICAL MARIJUANA OPERATIONS', AND DECLARING AN EMERGENCY. Introduced by Councilman Troyer, Poindexter, Roberts, Mencini.
5. RES. NO. 26-2022  
A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ALL-HAZARDS MITIGATION PLAN WITH CUYAHOGA COUNTY, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
6. RES. NO. 28-2022  
A RESOLUTION APPROVING THE PROPOSED LOT CONSOLIDATION OF PPN 344-14-042 AND PPN 344-15-177 TO CREATE NEW PARCEL 'A-A' AT 14571 SNOW ROAD AND DECLARING AN EMERGENCY
7. RES. NO. 29-2022  
A RESOLUTION GRANTING APPROVAL FOR A CONDITIONAL USE PERMIT AND SITE PLAN APPROVAL TO OPERATE A FULL-SERVICE CAR WASH FACILITY AT 14831 SNOW ROAD LOCATED IN THE U-3A ZONE, AND DECLARING AN EMERGENCY.

N. SECOND READING OF ORDINANCES AND RESOLUTIONS:

O. THIRD READING OF ORDINANCES AND RESOLUTIONS:

P. ADJOURNMENT:

SYNOPSIS OF ORDINANCES AND RESOLUTIONS  
FOR THE COUNCIL MEETING OF OCTOBER 18, 2022

**FIRST READING:**

Ord. No. 11286-2022     AN ORDINANCE ENACTING CHAPTER 702 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'MEDICAL MARIJUANA OPERATIONS' AND DECLARING AN EMERGENCY.

SYNOPSIS: An Ordinance establishing reasonable and uniform regulations concerning the operation of medical marijuana dispensaries within the city.

Ord. No. 11287-2022     AN ORDINANCE ENACTING CHAPTER 1126 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'MEDICAL MARIJUANA DISPENSARIES', AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance establishing regulations for Medical Marijuana Dispensaries.

Ord. No. 11288-2022     AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CUYAHOGA COUNTY PUBLIC LIBRARY AND DECLARING AN EMERGENCY.

SYNOPSIS: An Ordinance authorizing the Mayor to enter into a lease agreement with the Cuyahoga County Public Library.

Ord. No. 11289-2022     AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA COUNTY LIBRARY AND DECLARING AN EMERGENCY.

SYNOPSIS: An Ordinance allowing the Mayor to enter into a Memorandum of Understanding with the Cuyahoga County Library to replace the parking lot.

Res. No. 26-2022     A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ALL-HAZARDS MITIGATION PLAN WITH CUYAHOGA COUNTY AND DECLARING AN EMERGENCY.

SYNOPSIS: A Resolution authorizing the Mayor to enter into an All-Hazards Mitigation Plan with Cuyahoga County.

Res. No. 28-2022     A RESOLUTION APPROVING THE PROPOSED LOT CONSOLIDATION OF PPN 344-14-042 AND PPN 334-15-177 TO CREATE A NEW PARCEL 'A-A1' AT 14571 SNOW ROAD AND DECLARING AN EMERGENCY.

SYNOPSIS: Proposed lot consolidation of PPN 344-14-042 and PPN 334-15-177 at 14571 Snow Road.

Res. No. 29-2022      A RESOLUTION GRANTING APPROVAL FOR A CONDITIONAL USE PERMIT AND SITE PLAN APPROVAL TO OPERATE A FULL SERVICE CAR WASH FACILITY AT 14831 SNOW ROAD LOCATED IN THE U-3A ZONE AND DECLARING AN EMERGENCY.

SYNOPSIS: Conditional Use Permit and site plan approval to improve a new full-service car wash at 14831 Snow Road.

PREPARED BY THE BROOK PARK LEGAL DEPARTMENT

October 13, 2022

PC 10-4-22 Legislative  
CA 10-11-22  
ISR  
204R  
304R  
BC

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11288-2022

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,

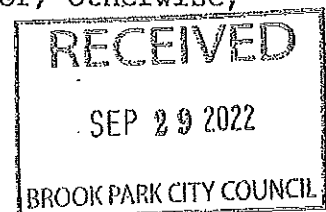
WHEREAS, the City agrees to lease the aforesaid premises, further described and depicted in Exhibit "A", attached hereto and incorporated herein.

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.

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 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.



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

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

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

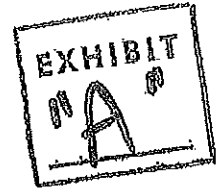
APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

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

  
DIRECTOR OF LAW

LEASE AGREEMENT 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 judgments 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:

\_\_\_\_\_  
(Witness) By \_\_\_\_\_  
Mayor  
City of Brook Park

\_\_\_\_\_  
(Witness) By \_\_\_\_\_  
Finance Director  
City of Brook Park

Date: \_\_\_\_\_ CUYAHOGA COUNTY PUBLIC LIBRARY, Lessor

ATTEST:

\_\_\_\_\_  
(Witness) By \_\_\_\_\_  
President  
Cuyahoga County Public Library  
Board of Trustees

\_\_\_\_\_  
(Witness) By \_\_\_\_\_  
Secretary  
Cuyahoga County Public Library  
Board of Trustees

APPROVED AS TO FORM:

\_\_\_\_\_  
By: \_\_\_\_\_  
(As designated by the City of Brook Park)

OFFICE OF THE CUYAHOGA COUNTY PROSECUTOR

By: \_\_\_\_\_  
Counsel to the Board of Library Trustees



STATE OF OHIO                                }  
                                                      }  
COUNTY OF CUYAHOGA                    }    ss:

Before me, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_, the Mayor of the City of Brook Park and \_\_\_\_\_, the Finance Director of the City of Brook Park, both to me personally known, who acknowledged that they did sign the foregoing instrument, and that the same is their voluntary act and deed on behalf of said City of Brook Park and the voluntary and corporate act and deed of said City of Brook Park.

IN WITNESS WHEREOF, I have hereunto set my name and official seal at Brook Park, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    }  
                                          } ss:  
COUNTY OF CUYAHOGA        }

Before me, a Notary Public in and for said 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 that the same is their voluntary act and deed on behalf of said Cuyahoga County Public Library Board of Trustees, and the voluntary and corporate act and deed of said Cuyahoga County Public Library Board of Trustees.

IN WITNESS WHEREOF, I have hereunto 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.

EXHIBIT A-1

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

EXHIBIT A-2

City of Brook Park Ordinance authorizing execution of Lease Agreement.

EXHIBIT A-3

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

EXHIBIT A-4

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 10-4-22  
CA 10-11-22  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11289-2022

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.

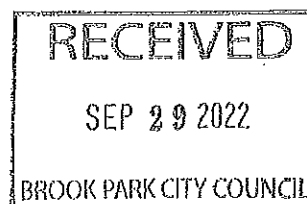
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, Ohio:

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.

SECTION 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.



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 LA





## 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. **Bidding Process** 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. **Costs to Parties.** 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. **Method of Payment.** 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. **Notice.** 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")**

By: \_\_\_\_\_

Its:

**For City of Brook Park**

By: \_\_\_\_\_

Its: 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	\$289,547.42	\$231,637.32	\$249,178.00	No Bid
with 5% contingency		\$242,168.32		
		Winning Bid		

92 Total Spaces	City Cost 73%	\$176,782.87
25 Library Spaces	CCPL Cost 27%	\$65,885.45
25/92=27% of Spaces	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 ft<sup>2</sup> 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 appropriate top and mid-course mix asphalt per Ohio Division of Transportation (ODOT) Pavement Design Manual:

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

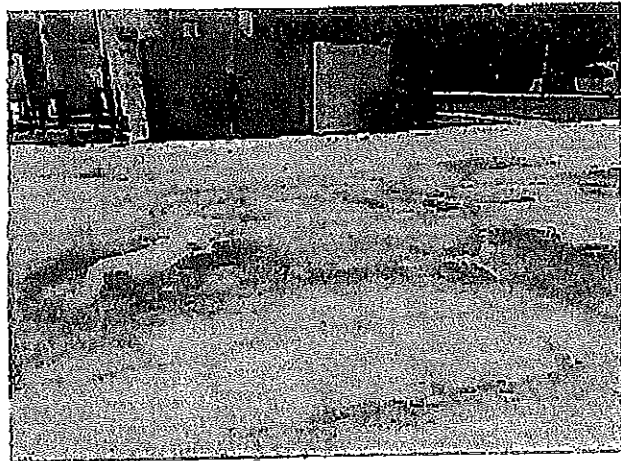
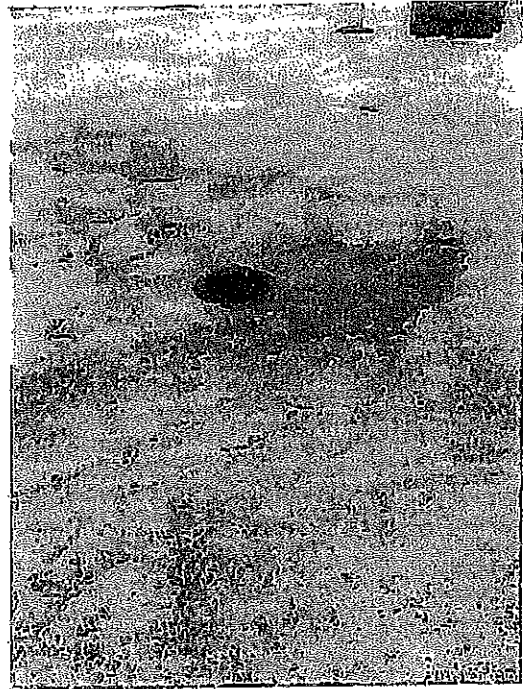
The Contractor shall fully compact the asphalt mix per ODOT specifications. The Contractor shall provide the asphalt mix types and depth of layers as part of the letterhead bid response.

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

The Contractor shall provide and install 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
- 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. Rerouting 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 ft<sup>2</sup>. 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 appropriate 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.

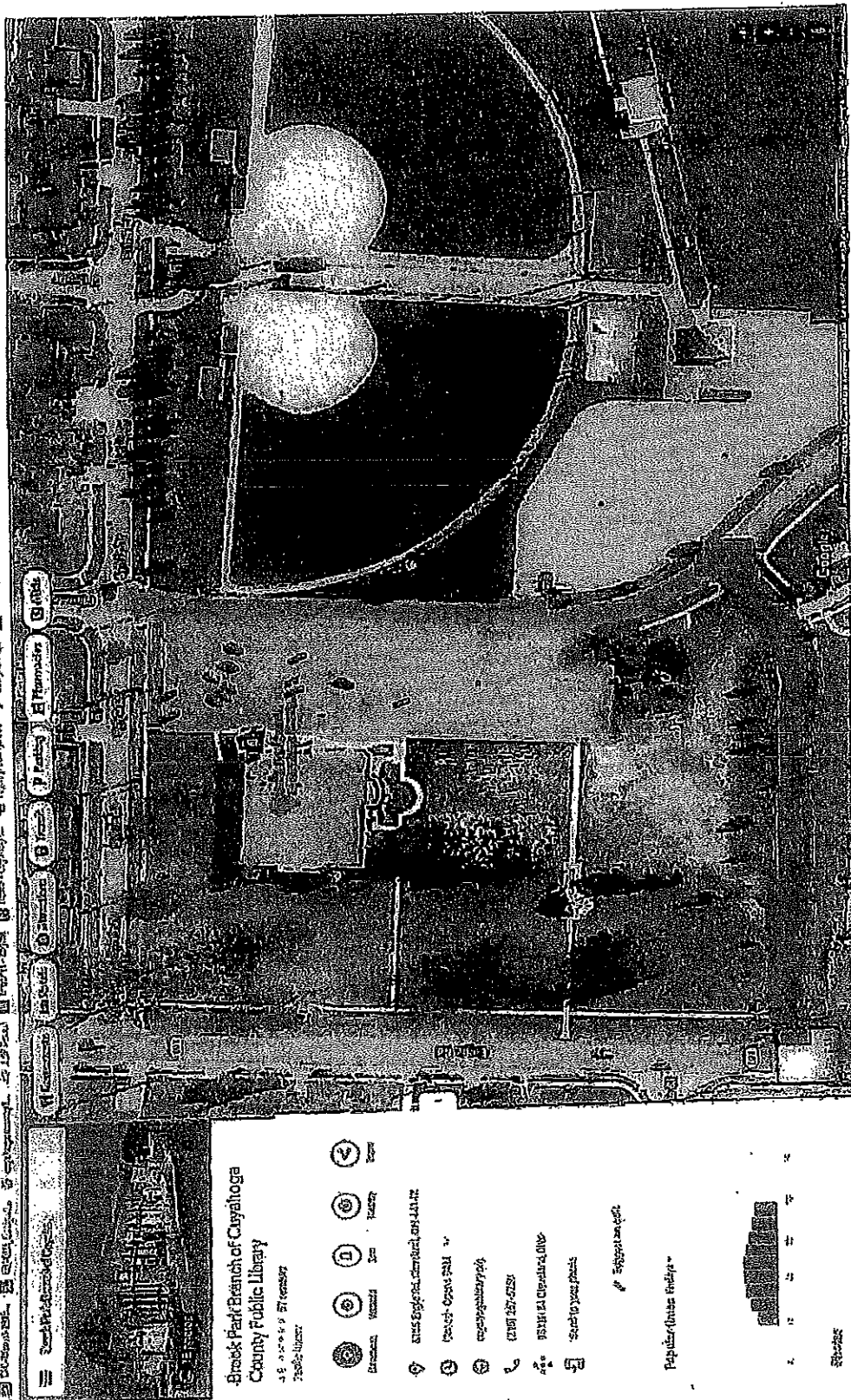
The Contractor shall provide the asphalt mix types and depth of layers as part of the letterhead bid response.

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

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

- Stop bars
- Center line
- Crosswalks

一、關於本會之組織  
 本會之組織，係由全體會員選舉之理事會，及由理事會選舉之執行委員會，及監察委員會，其組織如下：  
 (一) 理事會：由全體會員選舉之理事會，其職權如下：  
 1. 制定及修改本會章程。  
 2. 決定本會之方針及政策。  
 3. 選舉及罷免執行委員會及監察委員會之成員。  
 4. 審議執行委員會及監察委員會之報告。  
 5. 決定本會之預算及決算。  
 6. 決定本會之其他重要事項。  
 (二) 執行委員會：由理事會選舉之執行委員會，其職權如下：  
 1. 執行理事會之決議。  
 2. 管理本會之日常事務。  
 3. 擬定本會之預算及決算。  
 4. 決定本會之其他重要事項。  
 (三) 監察委員會：由理事會選舉之監察委員會，其職權如下：  
 1. 監察執行委員會之執行。  
 2. 審計本會之預算及決算。  
 3. 決定本會之其他重要事項。





## 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 County 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 complete this project during this construction season.

# ALL WAYS CONSTRUCTION, LLC

11538 MAYFIELD RD

CUMBERLAND, OH 44724

Company

Phone: 440-226-3530

Fax:

Quote To: CUYAHOGA COUNTY LIBRARY

ATTN: KELLY DAILY

Phone: 216-217-3665

Email:

KDAILY@CUYAHOGALIBRARY.ORG

Job Name:

Date:

BROOK PARK BRANCH

05/11/2022

BLDE AREA SPLIT INTO 2 PHASES  
CATCH BASIN REPAIRS, 500 EA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	BLDE AREA 4" MILL AND PAVE	50,654.00	SF		
20	MILL EXISTING ASPHALT 4" & HAUL AWAY	60,654.00	SF	0.48	29,113.92
30	FINE GRADE & ROLL FOR BEST POSSIBLE DRAINAGE	1.00	LS	3,000.00	3,000.00
40	INSTALL 2.5" COMPACTED 301 BINDER ASPHALT	93650	TON	98.00	91,728.00
50	APPLY 407 TACK COAT @ 1 GAL/SY	974.00	GAL	5.00	4,870.00
60	INSTALL 1.5" CORPACTED 404-1 SURFACE ASPHALT	591.00	TON	106.00	62,626.00
70	RESTRIPPER EXISTING LAYOUT W/ WATERBASE PAINT	1.00	LS	1,200.00	1,200.00
MAIN LOT TOTAL					184,511.92
80	YELLOW AREA 4" MILL AND PAVE	12,874.00	SF		
90	MILL EXISTING ASPHALT 4" & HAUL AWAY	12,874.00	SF	0.39	5,022.86
100	FINE GRADE & ROLL FOR BEST POSSIBLE DRAINAGE	1.00	LS	1,400.00	1,400.00
110	INSTALL 2.5" COMPACTED 301 BINDER ASPHALT	193.00	TON	107.00	20,651.00
120	APPLY 407 TACK COAT @ 1 GAL/SY	143.00	GAL	5.00	715.00
130	INSTALL 1.5" CORPACTED 404-1 SURFACE ASPHALT	120.00	TON	110.00	13,200.00
140	RESTRIPPER CROSS WALKS & STOP BAR	1.00	LS	400.00	400.00
SIDE ENTRANCE TOTAL					44,625.40
150	CATCH BASIN REPAIR	1.00	LS	1,500.00	1,500.00
GRAND TOTAL					230,617.31

## NOTES:

All materials to be furnished by the contractor. All work to be completed in a professional manner according to standard construction practices. Prices are good for (30) Days Only. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Due to existing grades and site conditions, the contractor will not be responsible for positive drainage on any overflows where existing grades are less than 2%, although all reasonable efforts will be made to achieve it. New asphalt pavement will tend to settle or erode during

ADD 5% Contingency

TOTAL \$241,247.31



5455 Broadway Rd., Suite 101  
Parma, OH 44134  
sales@advancedasphaltpaving.com

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

## Bid Proposal

Date	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 kdally@cuyahogalibrary.or	Dave Martin 440-552-2089 dmartin@advancedasphaltpaving.com

DESCRIPTION	
<b>BASE BID</b> 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.  <b>TOTAL = \$205,602.00</b> *Price based on 2 mobilizations	
<b>ALTERNATE BID #1</b> 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.  <b>TOTAL = \$43,576.00</b> *Price based on 1 mobilization	
<b>ALTERNATE #2</b> 1" INCREMENTAL MILL / PAVE PER TON <b>TOTAL = \$144.00 PER TON INSTALLED</b>  <b>SEE ATTACHED</b>	
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.	

**D.R.G. LTD**

12274 EAST SHILOH DRIVE  
CHESTERLAND, OHIO 44026

Phone 440-724-2670  
440-729-2735 FAX  
Dmitri11@goi.com E-Mail

June 30, 2022

ATTN: Kelly Daily

RE: Brookpark Library  
6135 Engle Road  
Brookpark, Ohio 44142

D.R.G. 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 72500 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.*

**ALTERNATE LIBRARY PARKING LOT ONLY: \$264,156.00**

**100.02 - BASE BID MILL AND PAVE COMMERCIAL @ 4" DEPTH**

Mill and Pave 62,500 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 \$375/per truckload plus dump fees.*

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

ALTERNATE ROAD ONLY: \$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-STRIPING 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 handicap (with blue field), reserves, arrows, flashing, 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 for seven (7) days from the date written above due the volatile market fluctuation.

Client Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Respectfully Submitted,

DEAN R. ORIANI, MEMBER

**Jeffery Mori**

---

**From:** James McLaughlin  
**Sent:** Monday, July 25, 2022 10:57 AM  
**To:** 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 <JMCLAUGHLIN@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

Bill,  
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](mailto:Bill@crossroadsasphalt.com)>  
Cc: Kelly Daily <[KDAILY@cuyahogalibrary.org](mailto:KDAILY@cuyahogalibrary.org)>; Terri Thompson <[TTHOMPSON@cuyahogalibrary.org](mailto: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](mailto:Bill@crossroadsasphalt.com)>  
Sent: Wednesday, June 29, 2022 3:42 PM  
To: James McLaughlin <[JMCLAUGHLIN@cuyahogalibrary.org](mailto:JMCLAUGHLIN@cuyahogalibrary.org)>  
Subject: RE: Brook Park library - Paving project

Jim

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

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

o 440-236-5066  
c 330-606-9105  
[bill@crossroadsasphalt.com](mailto:bill@crossroadsasphalt.com)

From: James McLaughlin <[JMCLAUGHLIN@cuyahogalibrary.org](mailto:JMCLAUGHLIN@cuyahogalibrary.org)>  
Sent: Wednesday, June 29, 2022 10:33 AM  
To: Bill Lambert <[Bill@crossroadsasphalt.com](mailto:Bill@crossroadsasphalt.com)>  
Cc: Kelly Daily <[KDAILY@cuyahogalibrary.org](mailto:KDAILY@cuyahogalibrary.org)>; Terri Thompson <[TTHOMPSON@cuyahogalibrary.org](mailto:TTHOMPSON@cuyahogalibrary.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

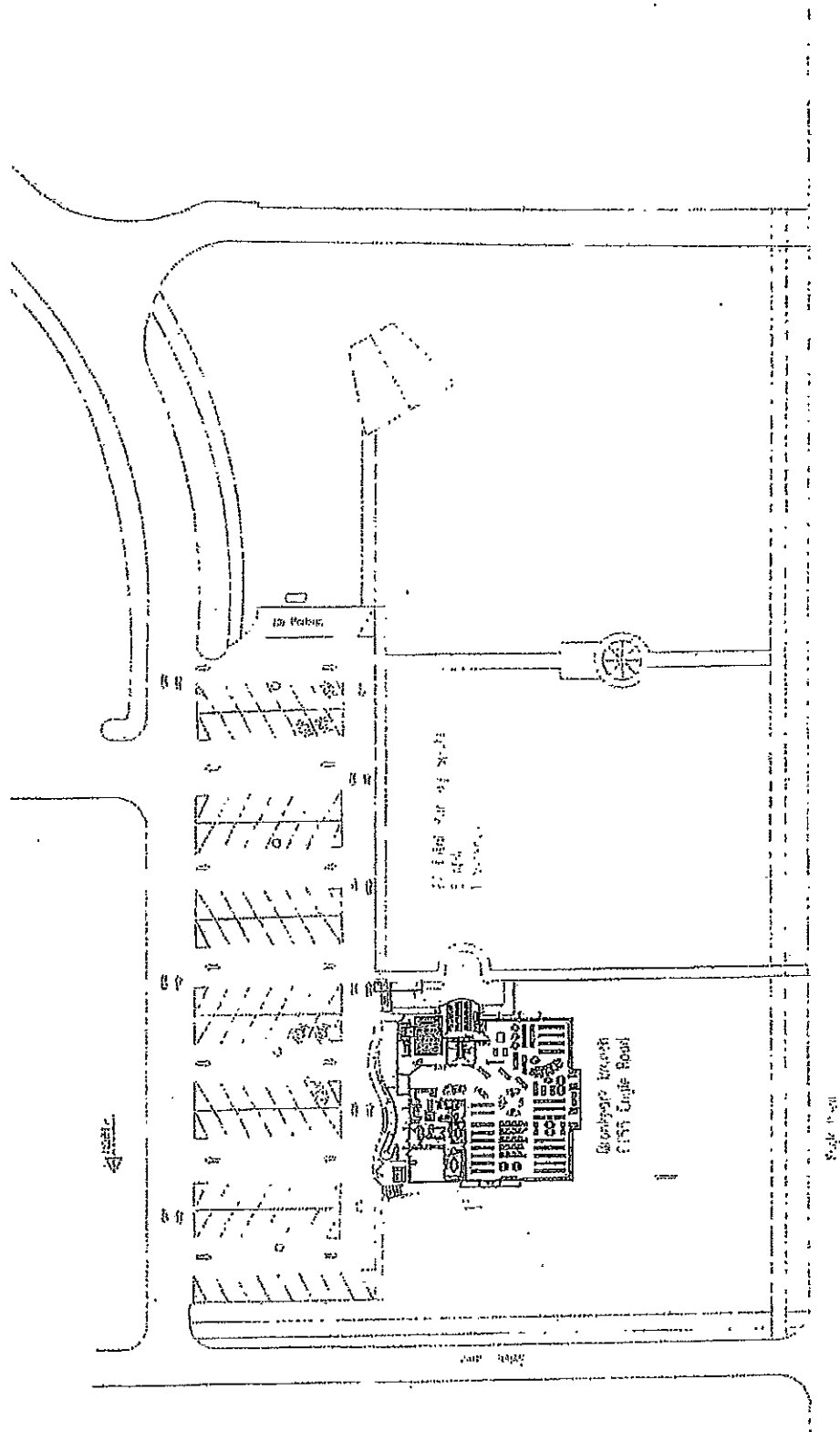
I am free to meet you on site Thursday morning 7/7 @ 9:00 am

Jim McLaughlin  
*Special Projects and  
Maintenance Manager*

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

[cuyahogalibrary.org](http://cuyahogalibrary.org)





P/C 9-20-22 Legislative  
CA Prior 9-20-22 a  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11287-2022

INTRODUCED BY: COUNCILMAN TROYER, *Powderly, Ter, Roberts, Mancini*

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

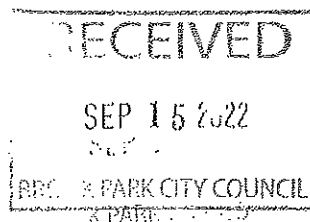
1126.01 PURPOSE.

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" 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-7 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.

(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 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

P/C 9-20-22 legislative  
CA Prior 9-20-22  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11286-2022

INTRODUCED BY: COUNCILMAN TROYER

*Robert*  
*Roberts*  
*Menci*

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, plus an amount equaling 1.5 percent of the licensee's gross annual sales above the amount of \$1,250,000.00 which the licensee shall calculate at the expiration of the license or renewal term using sales figures from the licensee's state-mandated reporting or recordkeeping forms, and which the licensee shall pay 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.

#### **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, OHIO

RESOLUTION NO. 26-2022

INTRODUCED BY: MAYOR ORCUTT

P/C 9-20-22 Safety  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

A RESOLUTION  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
ALL-HAZARDS MITIGATION PLAN WITH CUYAHOGA COUNTY,  
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park, Cuyahoga County, Ohio is most vulnerable to natural and human-made hazards which may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities; and

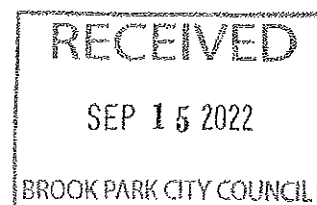
WHEREAS, the City of Brook Park acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds; and

WHEREAS, the Cuyahoga County 2022-2027 All-Hazards Mitigation Plan has been developed by the Cuyahoga County Office of Emergency Management in cooperation with other county departments, and officials and citizens of the City of Brook Park; and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Cuyahoga County 2022-2027 All-Hazards Mitigation Plan; and

WHEREAS, the Cuyahoga County 2022-2027 All-Hazards Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural hazards that face the County and its municipal governments;

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





SECTION 1: The Cuyahoga County 2022-2027 All-Hazards Mitigation Plan as approved and amended as required in the future is hereby adopted as the official Hazard Mitigation Plan of the City of Brook Park.

SECTION 2: The respective officials and agencies identified in the implementation strategy of the Cuyahoga County 2022-2027 All-Hazards Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

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 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 and emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the said City and enter an All Hazards Mitigation Plan with the County; provided that this Resolution receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

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

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

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

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

\_\_\_\_\_  
DATE

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

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

CITY OF BROOK PARK, OHIO

RESOLUTION NO: 28-2022

INTRODUCED BY: COUNCIL AS A WHOLE

A RESOLUTION

APPROVING THE PROPOSED LOT CONSOLIDATION OF PPN 344-14-042 AND PPN 344-15-177 TO CREATE NEW PARCEL 'A-A1' AT 14571 SNOW ROAD AND DECLARING AN EMERGENCY

WHEREAS, on October 3, 2022 the Planning Commission approved and referred to Council a request for the proposed lot consolidation of PPN 344-14-042 and PPN 344-15-177 14070 & 14080 to create a new Parcels "A-A1"

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

SECTION 1: The proposed lot consolidation 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. 344-31-003; this Resolution shall take effect and be in force immediately from and after its passage and approval by the Mayor.

RECEIVED

OCT 13 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



# MEMO

TO:	Carol Johnson, Clerk of Council
CC:	Mayor Orcutt Carol Horvath, Law Director mvecchio@cityofbrookpark.com trojerward1@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.

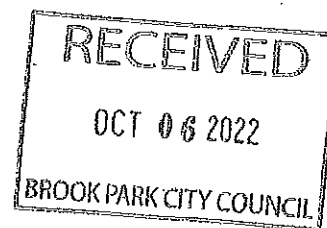
See Attached Engineer's Comments & 2022 Planning Commission Application, including the lot split plat and legal description.

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





# CITY OF BROOK PARK

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

RECEIVED

SEP 14 2022

www.cityofbrookpark.com/building-department

Office 216.433.7412

## 2022 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	14571 Snow Rd.	<input type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL	ZONE	U3-A
PARCEL #	344-14-042 & 344-15-001	BUSINESS NAME (If Applicable)	Space Shop Self Storage	

PROPERTY OWNER NAME(S)	SIG 14571 Snow Road, LLC - Daniel Ginburg			<input type="checkbox"/> Will Attend Meeting
Phone #	404-788-7921	Email	dginburg@steininvest.com	
Street Address	5607 Glenridge Drive - Suite 200	City	Atlanta, GA	Zip 30342
AGENT/CONTACT PERSON NAME(S)	Neff and Associates - Steven J. Metcalf			<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	440-884-3100 - office - 440-915-6928- cell	Email	smetcalf@neff-assoc.com	
Street Address	6405 York Rd.	City	Parma Heights	Zip 44130

APPROVAL(S) REQUESTED	<input type="checkbox"/> Aesthetic / Project <sup>2</sup>	<input type="checkbox"/> Conditional Use Permit <sup>2</sup>
	<input type="checkbox"/> Front Porch <input type="checkbox"/> Billboard <sup>1</sup>	<input type="checkbox"/> Telecommunication Tower <sup>1</sup>
	<input type="checkbox"/> Re-Zone <sup>3</sup>	<input type="checkbox"/> Lot Split <sup>3,4</sup>
	<input checked="" type="checkbox"/> Lot Consolidation <sup>3,4</sup>	
	<input type="checkbox"/> Other:	
	<sup>1</sup> Provide Construction Drawings and/or Structural calculations	
	<sup>2</sup> Provide Detailed Business Plan	
	<sup>3</sup> Provide Legal Description	
	<sup>4</sup> Provide Lot Split / Consolidation Plat and Mylar	
SUMMARY OF REQUEST	Owner of Space Shop Self Storage is submitting for consideration a Lot Consolidation of 14571 Snow Rd. and the Vacant Parcel of land being just East of this parcel on the corner of Snow Rd. & Michael Road.  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.	

APPLICANT SIGNATURE	 STEVEN METCALF	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Agent	DATE	09.14.22
---------------------	----------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------	------	----------



**NEFF**  
& ASSOCIATES

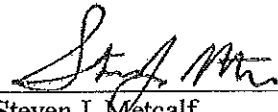
Civil Engineers + Landscape Architects + Planners + Surveyors

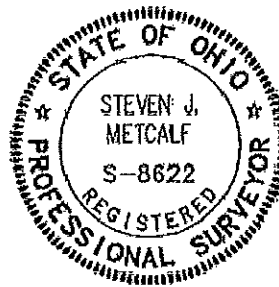
Legal Description  
SIG 14571 Snow Road, LLC  
Parcel "A-1A"  
September 6, 2022  
File No. 14774-LD001

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" rebar capped  
"Neff & Assoc.-8622.

  
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

<p><strong><span style="font-size: 10.0pt; color: red;">CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.</span></strong></p>

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.



# NEFF

ASSOCIATES

Civil Engineers & Landscape Architects & Planners & Surveyors

## Legal Description

SIG 14571 Snow Road, LLC

Parcel "A-1A"

September 6, 2022

File No. 14774-LD001

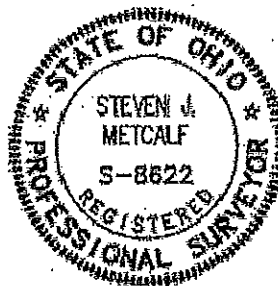
Situated in the City of Brook Park, County of Cuyahoga, State of Ohio and being known as being all of Parcel "A" in the Survey and Parcel Split for Albert B. Ratner, Trustee, and shown by the recorded plat in Volume 235 of Maps, Page 38 of Cuyahoga County Records and part of lands in Original Middleburg 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 Snow 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" rebar capped  
"Neff & Assoc.-8622.

Steven J. Metcalf  
Registered Surveyor No. 8622-Ohio



14774-CP-Closure.txt

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'

End North: 633761.4854' East: 2165189.2003'

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

14774-CP-Closure.txt

Name: Standard : 1

North: 633761.4834' East: 2165189.2085'

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Error North: 0.00200 East: -0.00813

Precision 1: 222028.57

**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.

F:\Jobs\187\Misc-Plans\2022 Plan Reviews\01 Planning Commission\10 October\14571 Snow Road (Lot Consolidated)\Dorenkott Memo 09 26 2022.docx

**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:

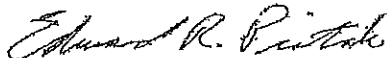
Mr. Dorenkott:

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

F:\Jobs\187\Misc-Plans\2022 Plan Reviews\01 Planning Commission\10 October\14571 Snow Road (Lot Consolidated)\Dorenkott Memo 09 21 2022.docx



## 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.  $\times 30\% = 5859$  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.

Carol A. Dell  
Secretary, Planning Commission

10-5-22  
Date

CITY OF BROOK PARK, OHIO

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

Introduced By: COUNCIL AS A WHOLE

A RESOLUTION

GRANTING APPROVAL FOR A CONDITIONAL USE PERMIT AND SITE PLAN  
APPROVAL TO OPERATE A FULL-SERVICE CAR WASH FACILITY AT 14831 SNOW  
ROAD LOCATED IN THE U-3A ZONE, AND DECLARING AN EMERGENCY

WHEREAS, Kwick Car Wash, through their agent, Leon Sampat, filed an application for a conditional use permit with the Brook Park Planning Commission; and

WHEREAS, the conditional use requested approval for a conditional use permit and site plan approval to modify and improve a new full-service car wash facility at 14831 Snow Rd., located in the U-3A Zone; and

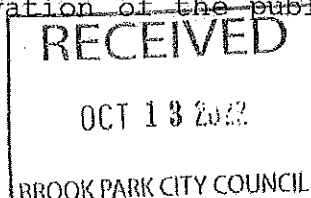
WHEREAS, the request for a conditional use permit was presented at a public hearing on June 6, 2022, to the Brook Park Planning Commission, which approved said use and referred this matter to Council, in accordance with Brook Park Charter Section 11.03(c) for approval and recommended the waiver of requirements set forth in Section 1121.23 (e) and 1126.03-1125.04 of the Brook Park Codified Ordinances.

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

SECTION 1: The Council of the City of Brook Park finds that the proposed conditional use permit requested is appropriate in the location for which it is proposed and grants a conditional use permit to operate a Car wash, contingent upon their application for a variance for an existing pole sign.

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

SECTION 3: This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public



peace, health, safety and welfare of said City, and for the further purpose of granting a conditional use permit for operating a car wash facility; therefore, provided that this Resolution receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

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

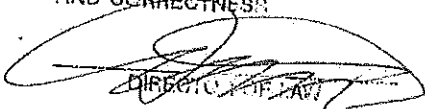
\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

\_\_\_\_\_  
DATE

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

  
DIRECTOR OF LAW

# MEMO

TO:	Carol Johnson, Clerk of Council
CC:	Mayor Orcutt Carol Horvath, Law Director mvecchio@cityofbrookpark.com trojerward1@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 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.

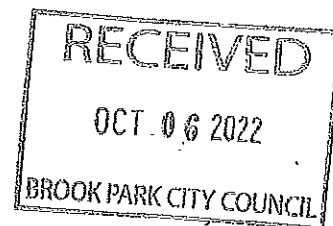
See Attached Engineer's Comments & 2022 Planning Commission Application.

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 25 2022 216.433.7412

## 2022 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	14831 SNOW RD.	<input type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL	ZONE	V3 A
PARCEL #	344-14-033	BUSINESS NAME (If Applicable)	LOWRY'S	

PROPERTY OWNER NAME(S)	JOE COUGHLIN			<input checked="" type="checkbox"/> Will Attend Meeting	
Phone #	216-965-3454	Email	joe@thekwikcarwash.com		
Street Address	18869 CANYON RD.	City	FAIRVIEW PARK	Zip	44126
AGENT/CONTACT PERSON NAME(S)	LEON SAMPAT, LS ARCHITECTS			<input checked="" type="checkbox"/> Will Attend Meeting	
Phone #	216-246-7812	Email	leon@lsarchitectsinc.com		
Street Address	22082 LORAIN RD	City	FAIRVIEW PARK	Zip	44126

APPROVAL(S) REQUESTED	<input checked="" type="checkbox"/> Aesthetic / Project <sup>2</sup>	<input checked="" type="checkbox"/> Conditional Use Permit <sup>2</sup>	
	<input type="checkbox"/> Front Porch	<input type="checkbox"/> Billboard <sup>1</sup>	<input type="checkbox"/> Telecommunication Tower <sup>1</sup>
	<input type="checkbox"/> Re-Zone <sup>3</sup>	<input type="checkbox"/> Lot Split <sup>3,4</sup>	<input type="checkbox"/> Lot Consolidation <sup>3,4</sup>
	<input type="checkbox"/> Other:		
	<sup>1</sup> Provide Construction Drawings and/or Structural calculations <sup>2</sup> Provide Detailed Business Plan <sup>3</sup> Provide Legal Description <sup>4</sup> Provide Lot Split / Consolidation Plat and Mylar		
SUMMARY OF REQUEST	ADDITION OF 40 FEET ONTO THE BACK OF THE BUILDING. EXTERIOR REFRESH OF EXISTING BUILDING PARKING LOT IMPROVEMENTS		

APPLICANT SIGNATURE	Joseph D. Coughlin	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Agent	DATE	8.25.2022
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## 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:

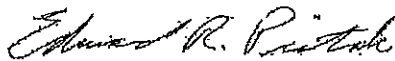
Mr. Dorenkott:

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.

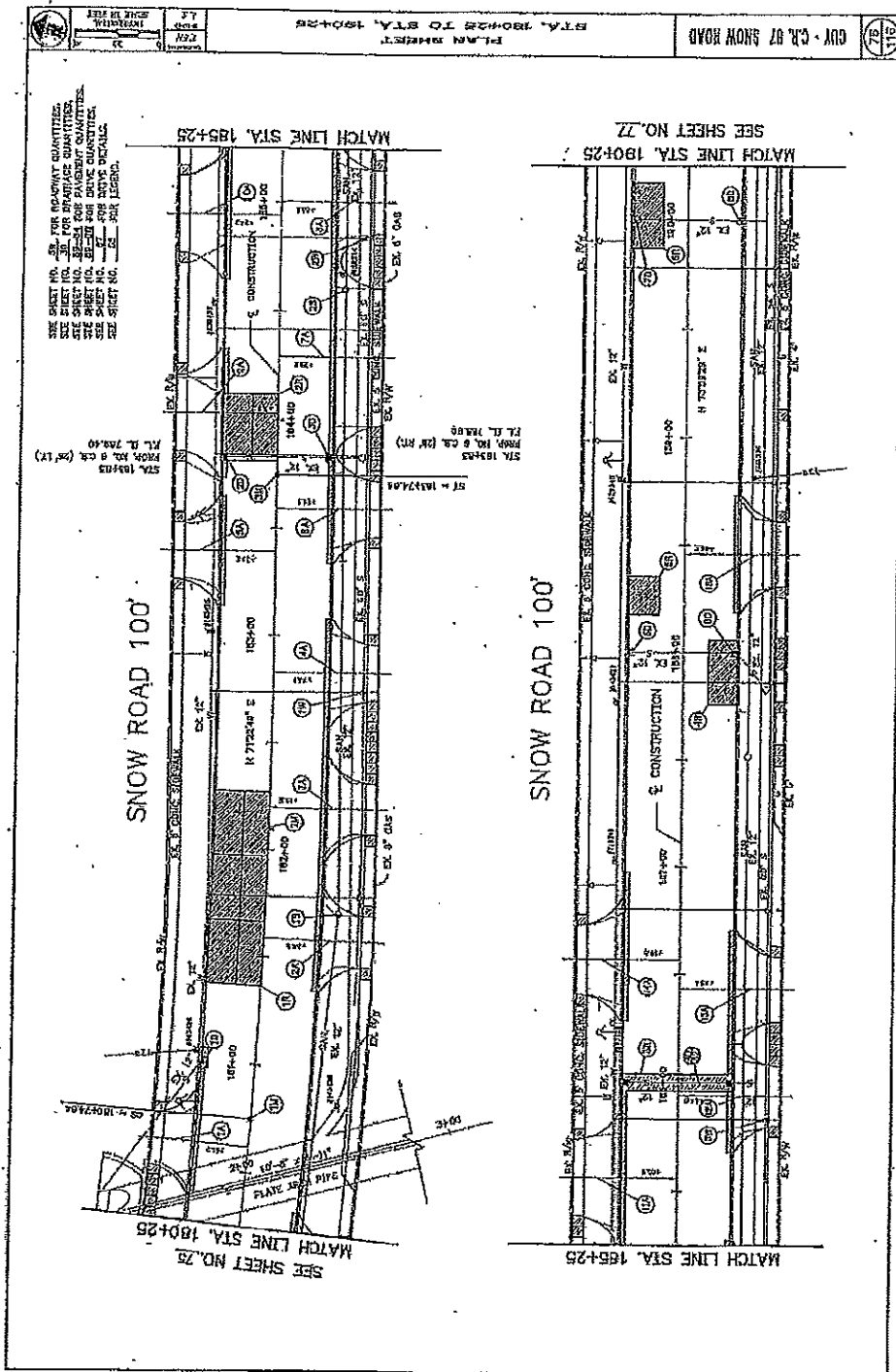
**EUTHENICS, INC.**



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

F:\Jobs\187\Misc-Plans\2022 Plan Reviews\01 Planning Commission\10 October\14831 Snow Road (Aesthetic Approval & Conditional Use Permit)\Dorenkott Memo 09 26 2022.docx

Neal Dorenkott, Building Commissioner  
September 26, 2022  
Page 2





## 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 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:

**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.

Carol A. Dele  
Secretary, Planning Commission

10-5-22  
Date

NO.	DATE

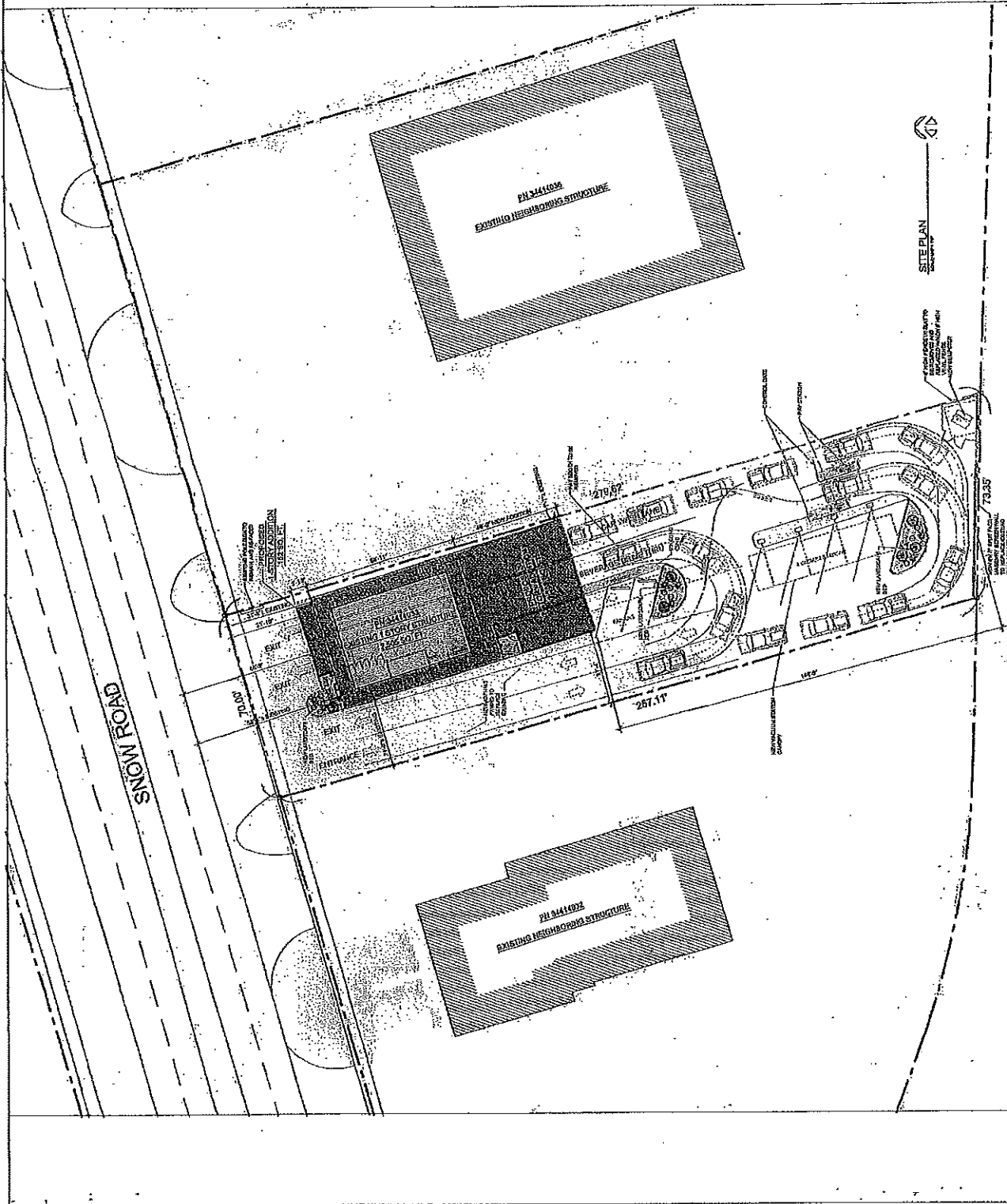
**K&S ARCHITECTS**  
 25000 LORAIN ROAD  
 FAIRVIEW PARK, OH 44130  
 PHONE: 440-909-8094  
 FAX: 440-746-6637



**ALTERATIONS FOR:**  
**KWIK CAR WASH**  
 14831 SNOW RD.  
 BROOKPARK, OH 44142

**SD1.1**  
 SHEET  
 DATE: 12/01/01  
 SCALE: AS SHOWN  
 PROJECT: Kwik Car Wash

**SITE INFORMATION**  
 COUNTY: CUYAHOGA  
 PROPERTY PARCEL NUMBER: 04414022  
 ZONING: OAP - OFFICE  
 LOT AREA: 10,000 SQ. FT.  
 LOT BUILDING COVERAGE: 25%  
 MAXIMUM PERMITTED STRUCTURE AREA: 2,500 SQ. FT.  
 MAX. HEIGHT: 25 FT.  
 TOTAL BUILDING AREA: 2,500 SQ. FT.  
 TOTAL TRUCKING AREA: 2,500 SQ. FT.



EX1.1

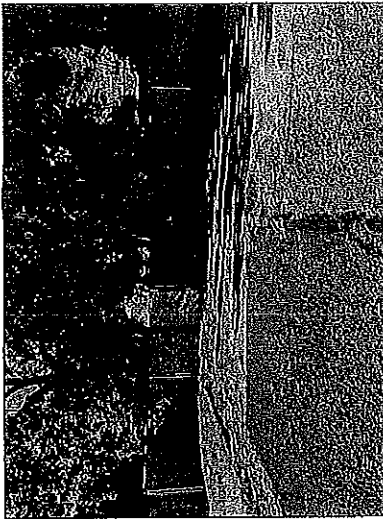
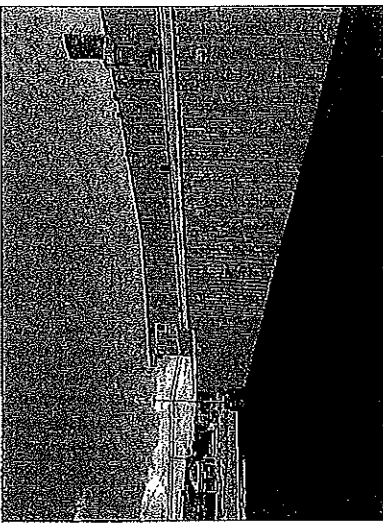
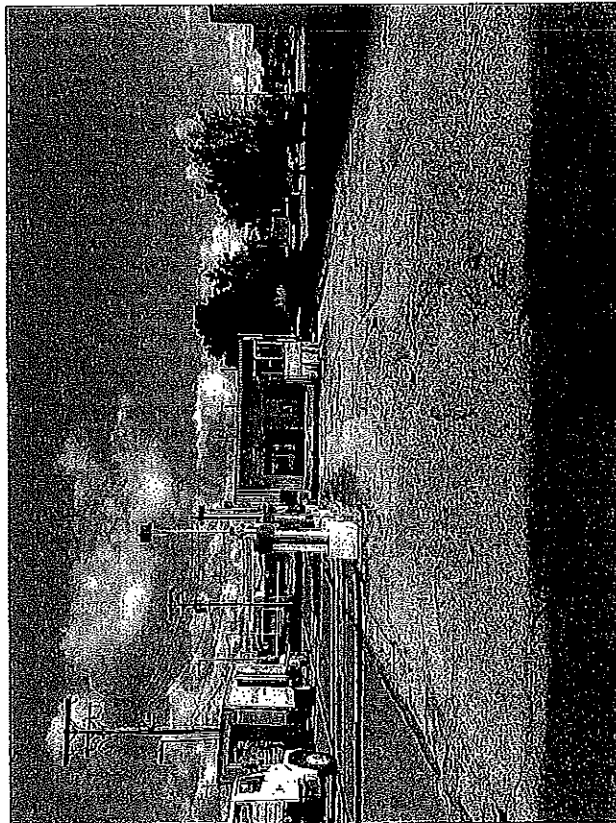
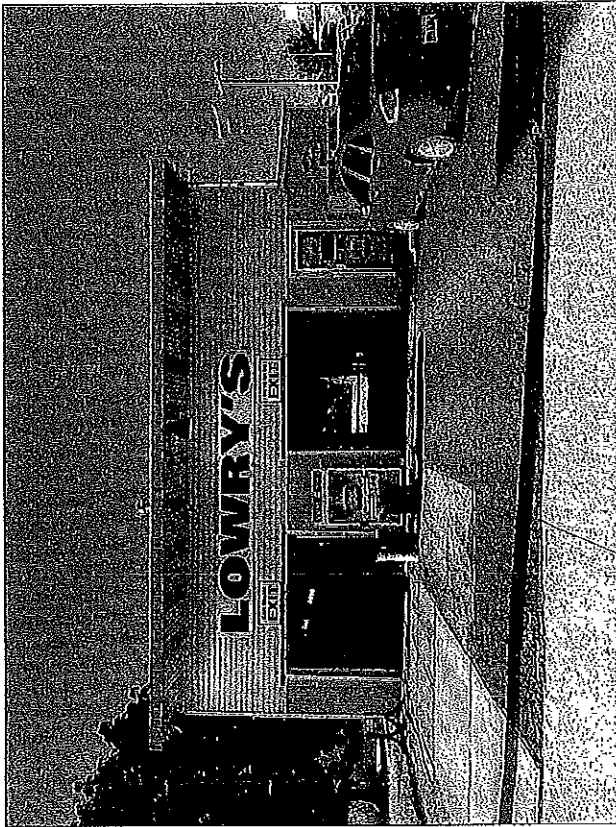
EXISTING PHOTOS

ALTERATIONS FOR:  
 KWIK CAR WASH  
 14831 SNOW RD.  
 BROOKPARK, OH 44142



20005 LORAIN ROAD  
 PARAGRAPH, OH 44130  
 PH: 216-899-4093 FAX: 216-899-4037

XXXXXXXXXXXXXXXXXXXX



# PROPOSED RENDERINGS

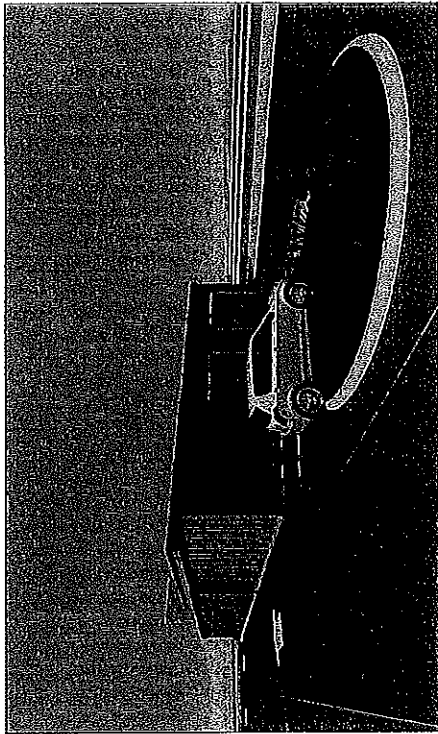
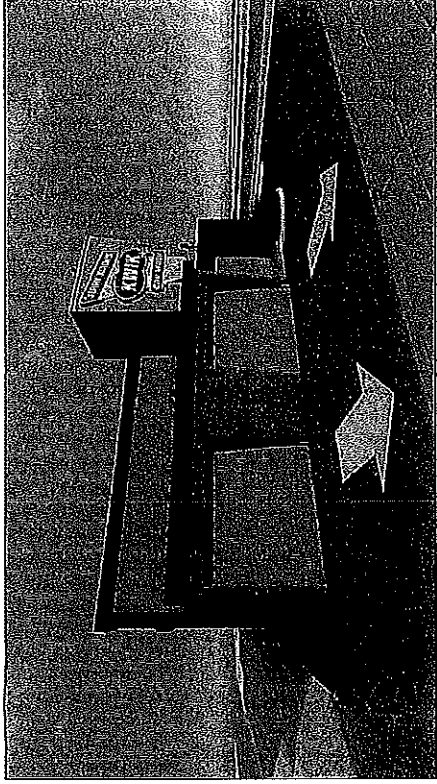
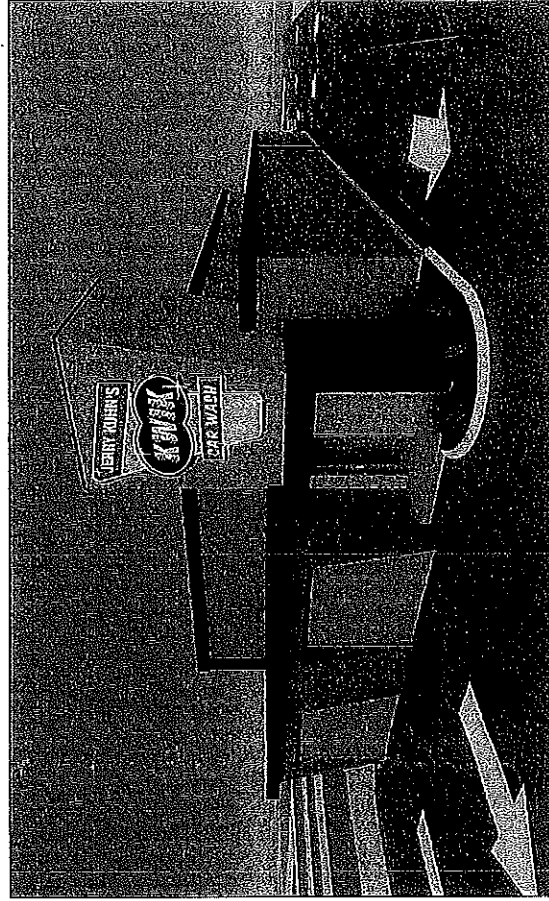
R1.1

DATE	2/20/01
BY	BL/MS
SCALE	1"=10'
PROJECT	
SHEET	

ALTERNATIONS FOR:  
**KWIK CAR WASH**  
 14831 SNOW RD.  
 BROOKPARK, OH 44142



**ARCHITECT**  
 22062 LORAIN ROAD  
 FAIRVIEW PARK, OH 44130  
 PHONE 440-403-5034  
 FAX 440-725-9827



A1.1

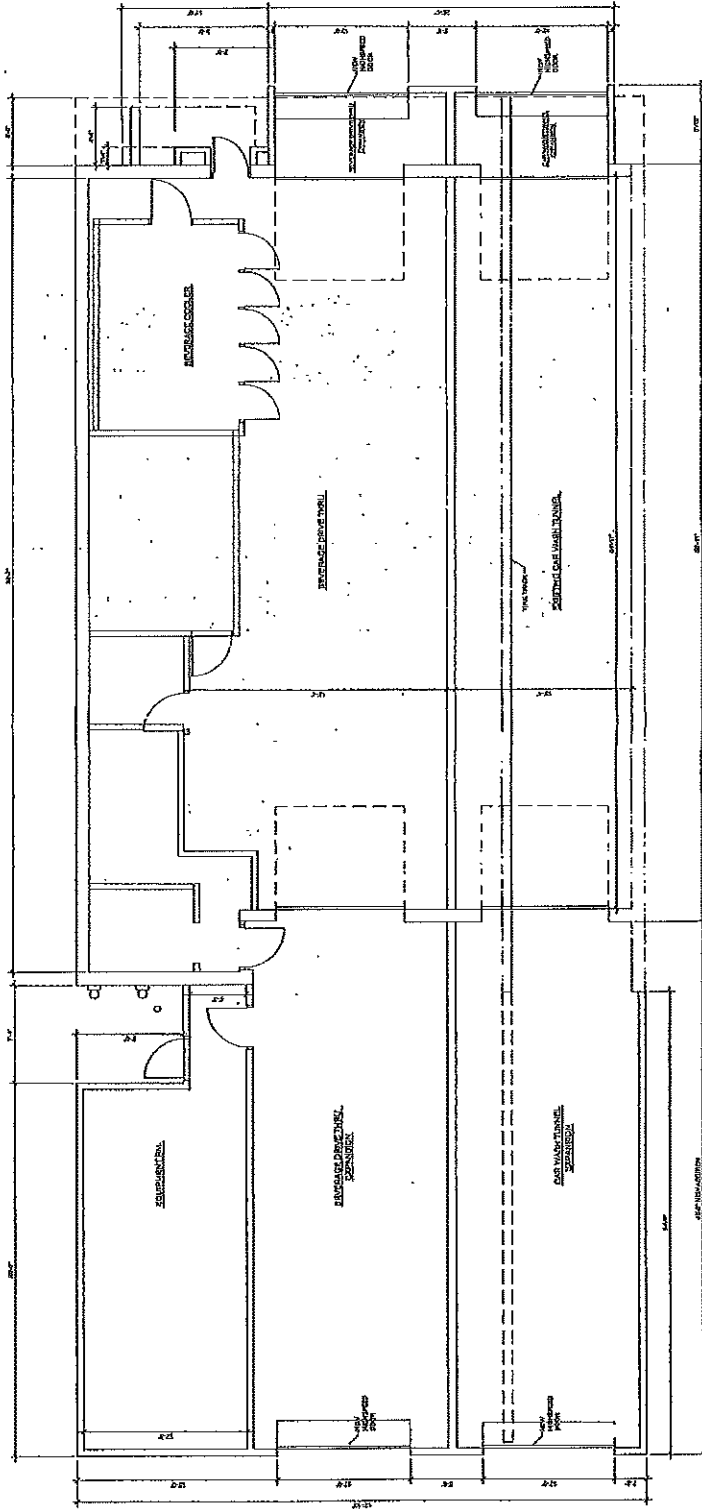
DATE: 11/11/11  
DRAWN: JMM  
CHECKED: JMM  
SCALE: AS SHOWN

ALTERATIONS FOR:  
KWIK CAR WASH  
14831 SNOW RD.  
BROOKPARK, OH 44142



ARCHITECT  
25008 LORAIN ROAD  
FAIRVIEW PARK, OH 44130  
PHONE: 440-403-9994  
FAX: 440-791-0007

PROPOSED PLAN

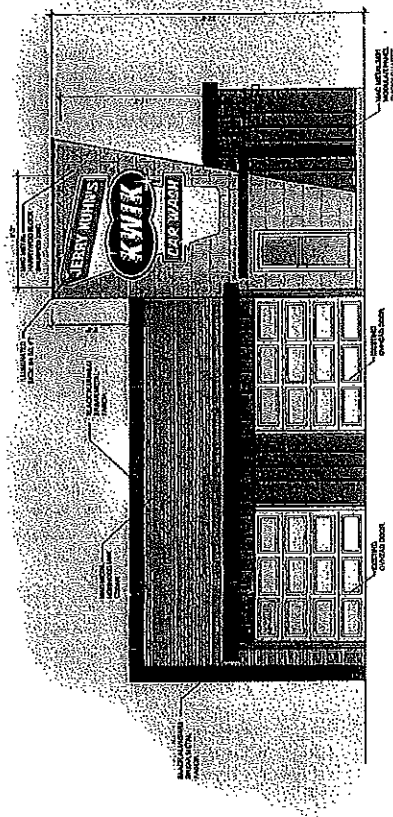


**FRONT NORTH ELEVATION**

ALTERATIONS FOR:  
KWIK CAR WASH  
14831 SNOW RD.  
BROOKPARK, OH 44142



APR 8 1984  
22082 LORAIN ROAD  
FAIRVIEW PARK, OHIO 44125  
PHONE 20-403-6654  
FAX 440-70-8837



WEST SIDE ELEVATION.....

