

**REGULAR COUNCIL MEETING
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO
TO BE HELD ON TUESDAY, APRIL 18, 2023
7:30 P.M.**

- A. ROLL CALL OF MEMBERS**
- B. PLEDGE OF ALLEGIANCE**
- C. APPROVAL OF MINUTES OF PRECEDING MEETINGS:**
 - 1. SPECIAL CAUCUS MEETING MINUTES HELD ON MARCH 30, 2023.
 - 2. CAUCUS PRIOR TO MEETING MINUTES HELD ON APRIL 4, 2023.
 - 3. REGULAR COUNCIL MEETING MINUTES HELD ON APRIL 4, 2023.
- 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. ORDINANCE NO. 11324-2023
AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SALE OF PERMANENT PARCEL NOS. 341-36-008, 341-30-004, 341-36-011, AND 341-05-001 AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
2. ORDINANCE NO. 11325-2023
AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR EMPLOYEES OF THE CITY, OTHER THAN ELECTED OFFICIALS OR THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
3. ORDINANCE NO. 11326-2023
AN ORDINANCE AMENDING ORDINANCE NO. 11250-2022, AUTHORIZING THE IMPLEMENTATION OF THE BROOK PARK HOME MAINTENANCE ASSISTANCE GRANT PROGRAM (HMAP), AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
4. ORDINANCE NO. 11327-2023
PRIVATE PROPERTY LATERAL REPLACEMENT PROGRAM, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt and C/W.

N. SECOND READING OF ORDINANCES AND RESOLUTIONS:

1. ORDINANCE NO. 11322-2023
AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SALE OF PERMANENT PARCEL NO. 341-24-011, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
2. ORDINANCE NO. 11323-2023
AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR BIDS AND FOR THE MAYOR TO ENTER INTO A CONTRACT FOR THE 2023 EQUIPMENT AND GENERAL PAVEMENT SERVICES PROGRAM, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

3. RESOLUTION NO. 4-2023

A RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE ODOT CONTRACT FOR ROAD SALT, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

O. THIRD READING OF ORDINANCES AND RESOLUTIONS:

1. ORDINANCE NO. 11319-2023

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2023 ENERGIZED COMMUNITY GRANT (S) FUND, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

P. ADJOURNMENT:

**SYNOPSIS OF ORDINANCES AND RESOLUTIONS
FOR THE COUNCIL MEETING OF APRIL 18, 2023**

FIRST READING:

Ord. No. 11324-2023 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SALE OF PERMANENT PARCEL NOS. 341-36-008, 341-30-004, 341-36-011, AND 341-05-001 AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance authorizing the sale of parcels located on Aerospace Parkway to Blue Abyss.

Ord. No. 11325-2023 AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE CODE TO PROVIDE ADJUSTMENTS IN COMPENSTATION FOR EMPLOYEES OF THE CITY, OTHER THAN ELECTED OFFICIALS OR THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS, AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance providing for adjustments in compensation for some full-time employees in the administration that are not under union contracts or elected officials.

Ord.No.11326-2023 AN ORDINANCE AMENDING ORDINANCE NO. 11250-2022, AUTHORIZING THE IMPLEMENTATION OF THE BROOK PARK HOME MAINTENANCE ASSISTANCE GRANT PROGRAM (HMAP), AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance to provide assistance to homeowners in the City of Brook Park for improvements and maintenance.

Ord. No. 11327-2023 PRIVATE PROPERTY LATERAL PREPLACEMENT PROGRAM, AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance creating a private property lateral property replacement program to reduce the risk of basement backup events.

SECOND READING:

Ord. No. 11322-2023 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SALE OF PERMANENT PARCEL NO. 341-24-011, AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance authorizing the sale of vacant land, currently in the Brook Park Land Reutilization Program.

Ord. No. 11323-2023 AN ORINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR BIDS AND FOR THE MAYOR TO ENTER INTO A CONTRACT FOR THE 2023 EQUIPMENT AND GENERAL PAVEMENT SERVICES PROGRAM, AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance authorizing the advertisement for bids and entering into contract with the lowest and or best bidder for the 2023 Equipment and General Pavement Services Program.

Res. No. 4-2023 A RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE ODOT CONTRACT FOR ROAD SALT, AND DECLARING AN EMERGENCY.

SYNOPSIS: A resolution to submit an agreement to ODOT to participate in their annual road salt political subdivision program .

THIRD READING:

Ord. No. 11319-2023 AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2023 ENERGIZED COMMUNITY GRANT(S) FUND, AND DECLARING AN EMERGENCY

SYNOPSIS: An ordinance authorizing necessary actions to accept NEC grant funds in the amount of \$44,608.00.

**PREPARED BY THE BROOK PARK LEGAL DEPARTMENT
April 12, 2023, 2023**

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11324-2023

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT FOR THE SALE OF PERMANENT PARCEL NOS. 341-36-008,
341-30-004, 341-36-011, AND 341-05-001
AND DECLARING AN EMERGENCY

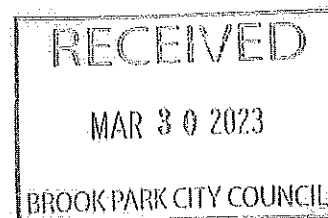
NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract for the sale of Permanent Parcel Nos. 341-36-008, 341-30-004, 341-36-011, and 341-05-001, pursuant to the terms and conditions set forth in the aforesaid agreement attached hereto and incorporated herein as if fully rewritten as Exhibit "A".

SECTION 2: The money needed for the sale of the aforesaid transaction shall be paid from the Economic Development Fund No. 243 and the proceeds from this sale shall be placed in the Economic Development Fund No. 243.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to enter into a contract for the sale of Permanent Parcel Nos. 341-36-008, 341-30-004, 341-36-011, and 341-05-001; 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

REAL ESTATE PURCHASE CONTRACT



THIS REAL ESTATE PURCHASE CONTRACT (the "Contract"), executed as of March 14, 2023 constitutes the agreement of purchase and sale by and between [The City of BROOK PARK], a Municipality ("Seller"), and [BLUE ABYSS], a Delaware Corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain real estate identified as Cuyahoga County parcel number 341-36-008, 341-30-004, 341-36-011, 341-05-001, consisting of approximately 12.8 acres, commonly known as City of Brook Park Land, Brook Park, Ohio, and more particularly described on Exhibit A, attached hereto and incorporated herein (the "Land"); and any and all improvements located thereon (collectively, the "Improvements") (the Land and Improvements collectively the "Property"); and

WHEREAS, Buyer desires to purchase the Property from Seller on the terms and conditions set forth in this Contract;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein contained and other good and valuable consideration received to the full satisfaction of each of them, the parties agree as follows:

1. **Agreement to Buy and Sell.** Seller agrees to sell and convey to Buyer and Buyer agrees to buy and take title to, under the terms and conditions set forth below, the Property.

2. **The Purchase Price:** The Purchase Price shall be seven hundred eighty three thousand, seven hundred and fifty dollars (\$783,750.00) payable in immediately available funds as follows: a) An earnest money deposit of One hundred thousand dollars (\$100,000.00) shall be payable on the Effective Date, which is defined as the date on which the Council of the City of Brook Park formally approves by ordinance this Agreement, and such deposit shall be refundable if there is no date of Closing (hereinafter defined). Further the balance of six hundred eighty three thousand seven hundred and fifty dollars (\$683,750.00) shall be paid at closing.

3. **Contingencies:** Buyer's obligation to purchase the Property and Seller's obligation to sell the Property is subject to the satisfaction or waiver of the conditions and contingencies described herein (the "Contingencies") on or before the date that is 6 months following the Effective Date; provided, however, that Buyer may extend such 6 month period by an additional 3 months upon written notice to Seller (the "Contingency Period"). Pursuant to the Charter of the City of Brook Park, City Council shall make provision by Ordinance for the sale of all municipal property. Therefore, this purchase is contingent upon the approval and passage of an ordinance by Brook Park City Council.

(a) **Title.** Within ninety (90) days of the Effective Date, Buyer shall obtain, at Seller's expense, a commitment for an owner's policy of title insurance issued by a title insurance company selected by Buyer (the "Title Company") with respect to the Property (the "Title Commitment"). The Title Commitment shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (i) those created by Buyer; (ii) those specifically set forth in this Contract; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record which are acceptable to Buyer. If title is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted by this Contract, Buyer shall have the right to object to such conditions within twenty (20) days of Buyer's receipt of both the Title Commitment and Survey (hereinafter defined). If Buyer so objects, and Seller fails to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller and receive a return of its earnest money deposit. At Closing, Seller shall sign an affidavit with respect to off-record title matters as required by the Title Company and Buyer. The issuance of a title insurance policy pursuant to the Title Commitment (the "Title Policy") is a condition precedent to the parties' obligation to proceed to Closing under this Agreement. The Title Policy shall be in a form reasonably acceptable to Buyer and in the amount of the Purchase Price, showing title to the Property vested of record in Buyer in fee simple, subject only to any matters approved or waived by Buyer, any matters shown on the Survey and not objected to by Buyer and any other matters that Buyer has approved in writing.

(b) **Survey.** Within ninety (90) days of the Effective Date, Buyer shall have the right to obtain, at Seller's cost and expense of up to \$6,000, a survey of the Property, together with certification of the surveyor as may reasonably be required by Buyer (the "Survey"). The Survey shall satisfy the most recent "Minimum Standard Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM, and shall meet the accuracy requirements of a Class A Survey as defined therein. If the Survey reveals any exceptions to title or any matters affecting the Property ("Survey Exceptions"), Buyer may notify Seller of such Survey Exceptions within twenty (20) days after Buyer's receipt of the last of the Title Commitment or Survey (the "Survey Notice"), whereupon Seller shall cure any disapproved Survey Exceptions. If Seller fails to cure any Survey Exceptions referenced in the Survey Notice within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller and receive a return of its earnest money deposit.

(c) **Environmental Conditions.** The Buyer is aware of the presence of wetlands on these properties. Buyer shall have the right, and Seller shall provide Buyer access to the Property reasonably necessary, to obtain environmental reports regarding the soils, ground water, topography, geology and other conditions of the Property which Buyer considers necessary in Buyer's sole discretion, together with

reliance letters of the preparers of such reports as may be required by Buyer ("Environmental Reports"). If the Environmental Reports reveal any environmental matters adversely affecting the Property (the "Environmental Conditions"), Buyer may notify Seller of such Environmental Conditions (the "Environmental Notice"). Upon receipt of an Environmental Notice, Seller shall have the right, but not the obligation to, cure any disapproved Environmental Conditions. If the Environmental Condition is not cured to Buyer's reasonable satisfaction within the Contingency Period, Buyer shall have the right to terminate this Contract and receive a return of its earnest money deposit.

(d) **Inspection.** Seller shall cooperate in making the Property reasonably available for inspection by Buyer. If Buyer is not satisfied with the condition of the Property as disclosed by any inspection thereof, Buyer may deliver to Seller a written request that the Seller remedy any unsatisfactory conditions. In the event that Buyer and Seller do not reach agreement regarding remedying the unsatisfactory conditions prior to the expiration of the Contingency Period, then Buyer shall have the right to terminate this Contract and receive a return of its earnest money deposit.

(e) **Easements; Access Rights.** Buyer and Seller shall cooperate to secure any and all easements, rights of way, consents, amendments, variances, permits and or approvals from third parties as are necessary in order to permit Buyer to have ingress and egress to and full use and enjoyment of the Property in the manner and for the purposes contemplated by Buyer.

(f) **Intended Use.** Buyer shall have received all permits, approvals, consents and other authorizations from all governmental and other parties deemed necessary or desirable by Buyer to permit it to construct and operate its intended aerospace and marine research training facility and hotel (together, the "Facility") in a manner acceptable to Buyer in its sole discretion (the "Approvals"). In the event that Buyer does not obtain all such Approvals during the Contingency Period, then Buyer shall have the right to terminate this Contract and receive a return of its earnest money deposit.

(g) **Financing.** Buyer's obligations under this Contract shall be conditioned on Buyer's receipt of financing sufficient for Buyer to construct and operate the Facility upon terms acceptable to Buyer in its sole discretion. In the event that Buyer does not obtain all such financing during the Contingency Period, then Buyer shall have the right to terminate this Contract and receive a return of its earnest money deposit.

3. **Closing:** The closing of the purchase and sale of the Property (the "Closing") shall be the date that is fifteen (15) days after completion or waiver of the Contingencies. In addition to the satisfaction or waiver of the Contingencies, Buyer's obligations under this Contract are subject to and contingent upon the occurrence of the following on or before the date of Closing: (a) all of Seller's representations and warranties hereunder shall remain true and correct; (b) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency shall have been enacted, adopted, issued or initiated that

would materially and adversely affect the Property, the Facility or Buyer's use thereof as contemplated herein; and (c) the passage of an ordinance by Brook Park City Council, (d) the parties shall have delivered all other documents and other deliveries listed in paragraph 5 hereof.

4. **Deliveries:**

(a) **Seller's Deliveries at Closing.** At Closing, Seller shall deliver into escrow with the Title Company the following documents and materials, all of which shall be in form and substance reasonably acceptable to the parties: (i) a duly executed and acknowledged general warranty deed (the "Deed"); (ii) a certificate duly executed by Seller that as of the date of Closing all representations and warranties by Seller set forth in this Contract remain true and correct; (iii) a certification duly executed by Seller, certifying that Seller is not a "foreign person", pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended ("Section 1445"); (iv) a general instrument of transfer, pursuant to which Seller shall convey and assign to Buyer all of Seller's right, title and interest in and to all personal property and other rights of Seller relating to the Property ("General Instrument of Transfer"); (v) such affidavits and indemnities as the Title Company may reasonably require in order to omit from the Title Policy all exceptions for (1) parties in possession, (2) mechanic's liens, (3) unrecorded assessments and other matters an accurate survey of the Property would disclose, and (4) nondelinquent real estate taxes, water and sewer and other charges of municipal and governmental authorities and utility companies; and (vi) a closing statement showing documents, closing costs and prorations, calculated in accordance with paragraph 6 hereof, in form and substance satisfactory to Buyer and Seller (the "Closing Statement").

(b) **Buyer's Deliveries at Closing.** On the date of Closing, Buyer shall through escrow with the Title Company: (i) deliver at the Closing the Purchase Price for the Property (plus any additional funds necessary to pay Buyers' share of closing costs and prorations, minus any credits granted to Buyer as set forth herein) in immediately available funds; and (ii) sign the Closing Statement.

(c) **Broker's Fee.** Further Seller shall pay from the Purchase Price the sum of Sixty Seven Thousand Five Hundred dollars (\$67,500.00) as and for payment of Seller's broker commission fees.

5. **Closing Costs and Prorations:** At the Closing, closing costs shall be paid and prorations made as follows:

(a) **Closing Costs.** Except as otherwise expressly provided herein, Seller shall pay at the Closing: the costs of releasing any mortgage, financing statement, or other debt security, or any attachments, assessments, delinquent real estate taxes or mechanic's or materialmen's liens outstanding against the Property, all transfer taxes and conveyance fees and the costs of curing, remedying or removing any Contingencies that Seller cures, remedies or removes. The costs of the Title Policy shall be paid by

Seller. Seller shall pay the costs of recording the Deed and any mortgage or financing instrument and any special endorsements to the Title Policy not required to cure a title objection or Survey Exception.

(b) **Taxes.** All real property taxes and assessments ("Taxes") (including penalties thereon) which are delinquent shall be paid at Closing out of funds due Seller. Any non-delinquent Taxes shall be prorated on an accrual basis based on, if not yet fully determined as of the Closing, the most recently available tax bill giving effect to applicable exemptions, recently voted millage, change in valuation and other factors affected the Taxes.

6. **Damage or destruction of property:** Risk of loss to the real estate and appurtenances shall be borne by Seller until Closing provided that if certain Property covered by this Contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or (b) rescind the Contract and thereby release all parties from liability hereunder, by giving written notice to Seller within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

7. **Income-producing agreements:** Seller shall convey any and all interest in leases or income producing agreements relative to the Property that may be in effect as of the date of Closing, and will execute such assignments or other instruments as necessary to effectuate such conveyances.

8. **Seller's Representations and Warranties:** As a material inducement to the execution and delivery of this Contract by Buyer and the performance by Buyer of its duties and obligations hereunder, Seller does hereby warrant and represent to Buyer as of the Effective Date and as of the date of Closing:

(a) **Information.** Seller has no knowledge of any information affecting the Property that has or would have a material adverse impact on Buyer's ability to use, lease and operate the Property as contemplated by Buyer.

(b) **Legal Compliance.** Seller has no knowledge of any past or continuing violation or alleged violation of any legal requirement affecting the Property; including, without limitation, any past or continuing violation or alleged violation of any local, state or federal environmental, zoning, subdivision, fire or other law, ordinance, code, regulation, rule or order. In addition to the foregoing, the Property complies with all applicable building and zoning codes and all laws, statutes, codes ordinances, rules and regulations relating to the environment.

(c) **Litigation.** Seller has no knowledge of any pending or threatened claims, actions, suits, litigation or governmental proceeding affecting the Property.

(d) **Other Agreements.** Seller has no knowledge, there are no agreements or understandings, oral or written, with any person, entity or governmental authority affecting the Property which could give rise to claims affecting the Property.

(e) Governmental Actions. Seller has no knowledge of any threatened or pending condemnation or eminent domain proceeding, special assessment, rezoning or moratorium affecting the Property.

(f) Due Authorization. Seller has full power to execute, deliver and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery and performance of this Contract. The individual executing this Contract on behalf of Seller has the authority to bind Seller to the terms and conditions of this Contract after the approval and passage of applicable ordinances by Brook Park City Council.

(g) Environmental Matters. Both Seller and Buyer acknowledge that this property contains Wetlands which are subject to Environmental Law. To the best of Seller's knowledge, the Property is not in violation of any Environmental Law (as defined below) and Seller has no knowledge of (i) the presence on or about the Property of any Hazardous Materials (as defined below); (ii) any release or threatened release of any Hazardous Materials on or affecting the Property; or (iii) the existence of any underground storage tanks on or about the Property. Seller has received no notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of Hazardous Materials on the Property. The term "Environmental Law" includes any federal, state or local law, ordinance or regulation pertaining to health, industrial hygiene, waste disposal, or the environment, including, without limitation: the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the federal Superfund Amendments and Reauthorization Act of 1986, the federal Resource Conservation and Recovery Act of 1976, the federal Clean Air Act, the federal Water Pollution Control Act and federal Clean Air Act of 1977, the federal Insecticide, Fungicide and Rodenticide Act, the federal Pesticide Act of 1977, the federal Toxic Substances Control Act, the federal Safe Drinking Water Act, the federal Hazardous Materials Transportation Act, and any amendments thereto, regulations adopted, and publications promulgated pursuant thereto. The term "Hazardous Materials" includes oil and petroleum products, asbestos, polychlorinated biphenyl, radon and urea formaldehyde, and any other materials classified as hazardous or toxic or as pollutants or contaminants under any Environmental Law. If Seller has received or at any time does receive notice, knowledge or information as to the presence, alleged presence, release or threatened release of Hazardous Materials on or about the Property other than as previously disclosed by Seller to Buyer, Seller agrees to provide to Buyer all information and data as to such Hazardous Materials immediately upon receipt of same.

9. Miscellaneous:

(a) This Contract shall be binding upon the parties hereto, and their respective successors and assignees. All agreements, representations and warranties by the respective parties contained herein are intended to and shall remain true and correct as of the Closing, shall be deemed to be material,

and shall survive the delivery of the Deed and transfer of title. Any covenants and conditions herein that must be operative after delivery of the Deed to be effective shall be so operative and shall not be deemed to have been merged in the Deed.

(b) This Contract contains all of the covenants, conditions and agreements between the parties with respect to the subject matter hereof and shall supersede all prior correspondence, agreements and understandings, both oral and written to the extent related to the subject matter hereof. The parties intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any proceeding involving this Contract. This Contract may not be changed or amended orally, but only by an agreement in writing. No waiver shall be effective hereunder unless given in writing, and waiver shall not be inferred from any conduct of either party.

(c) All notices required or permitted to be given pursuant to the terms hereof shall be in writing and shall be delivered either by hand delivery, by overnight delivery service, or by deposit in the United States mail, registered or certified mail, postage prepaid. All such notices shall be addressed to the applicable party at its address set forth on the signature page hereof. The foregoing addresses may be changed by written notice to the other party as provided herein. Notices shall be deemed received upon delivery if delivered by hand or by overnight delivery service or by facsimile transmission, or three (3) days after being sent by registered or certified mail (unless a signed receipt evidences earlier delivery).

(d) In construing this Contract, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Contract. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa. All exhibits attached hereto are incorporated in this Contract by reference thereto.

(e) Time is of the essence of every provision herein contained. Whenever the date or deadline for any action to be taken is not a business day, the relevant date or deadline shall be the next business day.

(f) This Contract shall be governed by the laws of the State of Ohio.

(g) Each party represents to the other that no broker or finder other than CRESCO Real Estate Ltd. and Jason Laver who represent the Seller and shall be paid a fee equal to 9% of the gross sales price by the Buyer, in addition to the Purchase Price to be paid at the Closing. No other broker or finder has been engaged who may claim a fee or commission in connection with the transaction. Each party shall indemnify, defend and hold the other party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any other broker or finder in connection with the Property or this Contract as a result of the acts or omissions of such party.

(h) If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, or enforceable.

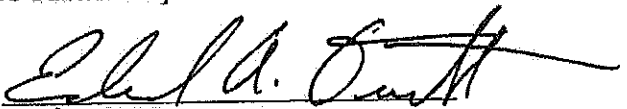
(i) The Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

(j) Between the Effective Date and the date of Closing, Seller shall maintain, repair and keep the Property in substantially its present condition, ordinary wear and tear and damage due to casualty or condemnation excepted.

IN WITNESS WHEREOF, the parties hereto have caused this Real Estate Purchase Contract to be executed by their respective duly authorized representatives as of the Effective Date.

SELLER:

[BROOK PARK]

By: 
Its: MAYOR

BUYER:

[BLUE ABYSS]

By: 
Its: CEO.

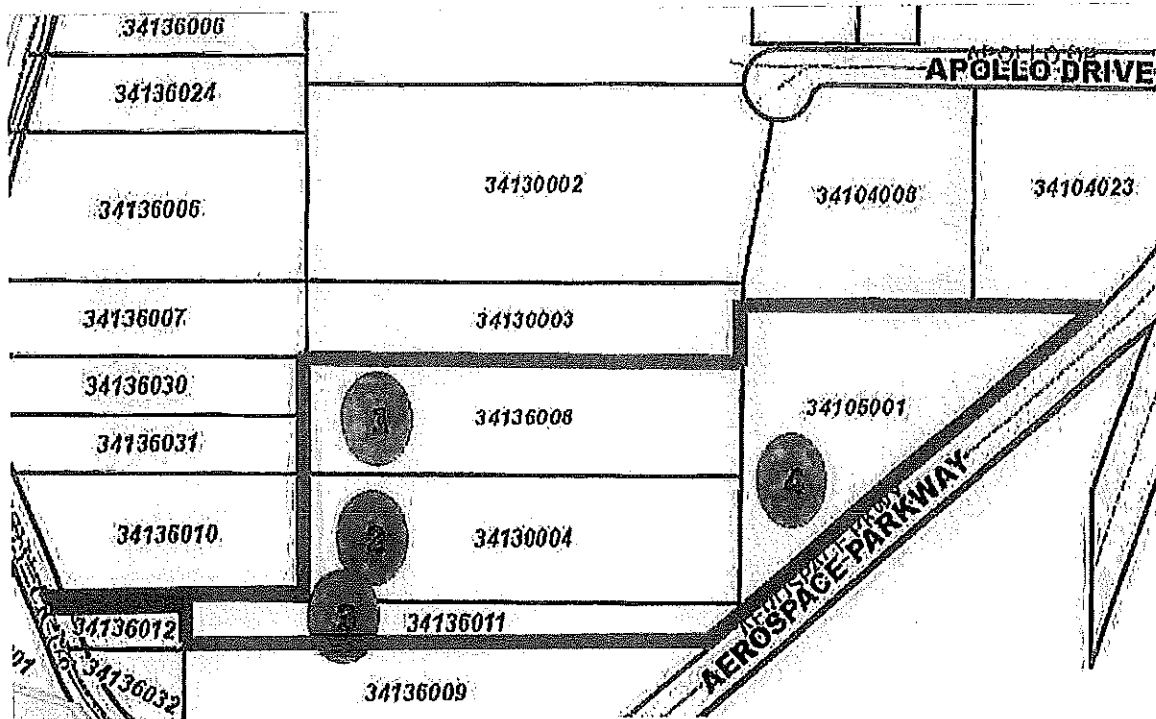
Exhibit A
Legal Description of Property

(to be attached)

127530.000001 4894-2380-7828.2 Real Estate Purchase Agreement (Brookpark) 4894-2380-7828 v.2.docx

✱

AEROSPACE PARKWAY



#	Parcel Number	Acreage
1	341-36-008	3.4000
2	341-30-004	3.6500
3	341-36-011	1.7960
4	341-05-001	3.9500
Total		12.7960

P/C 3-21-23 Finance
CA Prior 3-21-23
1st R 4-18-23
2nd R
3rd R
B/C 4-4-23

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11325-2023

INTRODUCED BY: MAYOR ORCUTT

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

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

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

SECTION 1: The "Salary Schedule" for the year 2023 is attached hereto and marked Exhibit "A," and made a part hereof as if fully rewritten herein and are hereby adopted. Those said Sections of the Codified Ordinances specifically enumerated in the attached "Salary Schedule" are hereby amended accordingly.

SECTION 2: The compensation provided in the "Salary Schedule" for the year 2023 shall remain in effect until duly changed.

SECTION 3: The "Salary Schedule 2022" as enacted by Ordinance 11301-2022, passed December 20, 2022 is hereby specifically repealed.

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

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

RECEIVED

MAR 16 2023

SECTION 6: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to provide adjustments in compensation without undue delay; provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

AMENDED TO READ 2023

EXHIBIT
"A"

SALARY SCHEDULE

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

2022 Minimum	2022 Maximum
\$57,258.01	\$68,108.87
\$43,170.50	\$54,021.36
\$10.85	\$17.97
\$63,912.69	\$74,550.78
\$10.85	\$17.97
\$10.43	\$24.91
\$72,563.27	\$79,000.00
\$52,000.00	\$65,761.89
\$0.00	\$0.00
\$70,000.00	\$88,509.59
\$41,646.80	\$52,497.65
\$56,283.82	\$67,405.94
\$13,021.02	\$33,073.66
\$10.85	\$17.97
\$63,533.98	\$74,656.11
\$81,819.90	\$92,536.07
\$77,000.00	\$92,000.00
\$8,165.01	\$10,206.79
\$0.00	\$0.00
\$21,261.10	\$21,261.10
\$21,261.10	\$21,261.10
\$97,297.15	\$114,891.37
\$90,221.69	\$107,444.71
\$13.56	\$20.36
\$97,297.15	\$114,891.37
\$90,221.69	\$107,444.71
\$83,000.00	\$99,500.00
\$10.43	\$13.17

2023 Minimum	2023 Maximum
\$57,258.01	\$68,108.87
\$43,170.50	\$54,021.36
\$10.85	\$17.97
\$63,912.69	\$80,000.00
\$10.85	\$17.97
\$10.43	\$24.91
\$72,563.27	\$83,200.00
\$52,000.00	\$70,000.00
\$0.00	\$0.00
\$70,000.00	\$95,000.00
\$41,646.80	\$52,497.65
\$56,283.82	\$67,405.94
\$13,021.02	\$33,073.66
\$10.85	\$17.97
\$63,533.98	\$74,656.11
\$81,819.90	\$97,162.87
\$77,000.00	\$92,000.00
\$8,165.01	\$10,206.79
\$0.00	\$0.00
\$21,261.10	\$21,261.10
\$21,261.10	\$21,261.10
\$97,297.15	\$114,891.37
\$90,221.69	\$107,444.71
\$13.56	\$20.36
\$97,297.15	\$114,891.37
\$90,221.69	\$107,444.71
\$83,000.00	\$99,500.00
\$10.43	\$13.17

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11326-2023

INTRODUCED BY: MAYOR ORCUTT

legislative
P/C 4-4-23
CA 4-11-23
CRR 4-18-23
2nd R _____
3rd R _____
P/C _____

AN ORDINANCE AMENDING ORDINANCE NO. 11250-2022, AUTHORIZING THE IMPLEMENTATION OF THE BROOK PARK HOME MAINTENANCE ASSISTANCE GRANT PROGRAM (HMAP), AND DECLARING AN EMERGENCY

WHEREAS, City Council appropriated \$50,000, from the Economic Development fund #243 in the 2023 municipal budget to provide home maintenance assistance to Brook Park residents;

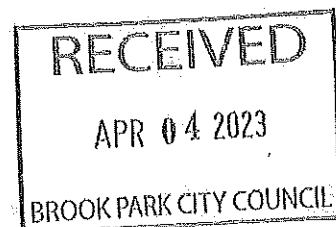
WHEREAS, in order to implement the Home Maintenance Assistance Program (HMAP), the Council authorizes the Mayor to approve and the Finance Director to issue grants in order to implement the HMAP within the City;

WHEREAS, this Council desires to implement rules and regulations to facilitate the prompt and effective management of the HMAP program within the city;

WHEREAS, the City of Brook Park encourages the development and maintenance of real property located within the City, and specifically within the City's LMI (low/moderate-income) and Target Improvement Area zones; and

WHEREAS, financial assistance from the City of Brook Park is necessary to permit residents to effectuate the remediation and repairs to their residential properties and to protect the community from blight and deterioration; and

WHEREAS, the City of Brook Park, having the appropriate authority for the stated type of project, is desirous of providing its residents with assistance and incentives to protect their properties and to prevent the deterioration and decay of its residential neighborhoods consistent with the purposes of Section 13 of Article VIII of the Ohio Constitution to eradicate and mitigate blight within the City, and to improve the economic welfare of the people of the State; and



WHEREAS, the Council of the City of Brook Park has investigated the request of the Mayor for authority to implement a HMAP program and concurs that the requested administrative authority will greatly assist homeowners and city officials to remediate housing stock within the City, improve the living conditions of city residents and improve the economic climate of the City of Brook Park;

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

SECTION 1: Notwithstanding any other codified ordinances the Mayor is authorized to approve, and the Finance Director is authorized to issue, Home Maintenance Assistance Program grants to residents of Brook Park in owner-occupied dwellings upon the following terms and conditions:

1. The City shall maintain complete records of all grants issued under the HMAP program;
2. All existing building code violations for the property in question shall be corrected as part of and as a condition precedent to the issuance of funds by the City under the HMAP program;
3. The City shall conduct due diligence of all HMAP grant applications to determine whether the applicant falls within the federal income assistance guidelines;
4. Brook Park residents in owner-occupied residential housing with documented income at or below the income assistance guidelines (Exhibit "A") shall be eligible for grant assistance up to \$5,000 in matching funds for documented repairs and improvements to owner-occupied residential exterior structures.
5. The use of funds shall be limited to exterior structural home and capital repairs limited to gutters, paint exteriors, roofs, windows, furnaces/boilers, driveways, and the repair or replacement of siding. Funds can not be used for landscaping, patios or sidewalks of a premise.
 - A. Upon completion of the desired improvements and inspection, approval and certification of the improvements by the Commissioner of Building and Housing, the Director of Finance shall issue payment to the registered contractor performing the work.
 - B. The proposed project must meet all applicable codes and be approved in advance by the Building Commissioner.
 - C. Applications will be taken on a first come first serve basis until annually appropriated funds are exhausted.
 - D. During the term of the grant, applicants must occupy said premises.
6. Once a grant has been awarded to a recipient that recipient is not eligible for another five years.

SECTION 2: The money needed for the aforesaid grants shall be paid by the City from funds appropriated for the Home Maintenance Assistance Program upon the completion of the aforesaid remediation and repair activities and said funds shall be exclusively applied to the costs, expenses and fees arising from and/or incurred by the homeowner in furtherance of the aforesaid home maintenance and improvements.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason implement the HMAP for 2023; 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

EXHIBIT

"A"

2023 HMAP Income Guidelines

Size of Household	Monthly Income	Annual Income
1	\$1,981.88	\$23,782.56
2	\$2,670.21	\$32,042.52
3	\$3,358.54	\$40,302.48
4 and above	\$4,046.88	\$48,562.56

*Source: Department of Development Home Energy Assistance Program (HEAP)

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11327-2023

INTRODUCED BY: MAYOR ORCUTT and COUNCILMAN ROBERTS /CW

West
Slavie
P/C 4-4-23
CA 4-11-23
1st R 4-18-23
2nd R _____
3rd R _____
B/C _____

**PRIVATE PROPERTY LATERAL REPLACEMENT PROGRAM,
AND DECLARING AND EMERGENCY**

WHEREAS, the goal of the Private Property Lateral Replacement Program is to reduce the risk of basement backup events, by reducing the amount of clear water that enters the sanitary sewer system through private property infiltration and inflow points.

WHEREAS, infiltration from groundwater/storm water that enters the sanitary sewer system through defects in sanitary and storm sewer pipes. The defects in sanitary sewers (laterals) include cracks, open joints, root intrusion points, and faulty connections into the sanitary sewer. These infiltration points give a pathway where clear water may enter the sanitary sewer system.

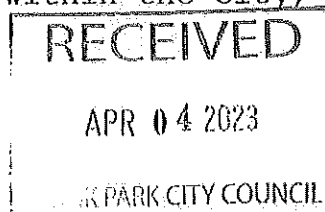
WHEREAS, inflow is the addition of clear water into the sanitary sewer system at points of direct connection to the sanitary sewer system. Some examples of inflow points are roof drain downspout connections, foundation drain connections, and storm drain cross connections that are connected into the sanitary sewer system, rather than the storm sewer system.

WHEREAS, most infiltration and inflow is caused by aging infrastructure that needs maintenance or replacement.

WHEREAS, peak inflow can occur during heavy storm events when storm sewer systems are surcharged, resulting in back-ups. In Brook Park, a high percentage of basement back-ups during a storm event are the result of infiltration and inflow.

WHEREAS, City Council shall appropriate funds from the Sewer and Drains Fund #429 to provide relief from Private Property Lateral Replacement Program due to storm water;

WHEREAS, the City of Brook Park encourages the improvement and maintenance of real property located within the City; and



WHEREAS, in an effort to maintain low cost and high quality, the work to remediate and repair residential laterals will be done in-house by Brook Park Service Department personnel.

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

SECTION 1: The Mayor shall implement the Private Property Lateral Replacement Program to single family homeowners of Brook Park dwellings upon the following terms and conditions:

1. City personnel will identify residential properties that have compromised sanitary "test T" by visually inspecting with a camera.
2. "Test T" that are determined to be compromised will be replaced at no charge by City Personnel.
3. Once the inspections have been completed, property owners will be made aware of the Private Property Lateral Replacement Program.
4. Property owners will be given the opportunity to pay \$1,500.00 to replace storm and sanitary laterals with PVC, between the foundation and sidewalk, including a clean out access point. Payment is due prior to any work commencing.
5. Property owners will be provided with a date of the "Test T" replacement. The homeowner will notify the City prior to the replacement date if they also want to participate in the Private Property Lateral Replacement Program.
6. The homeowner is responsible for removing any trees prior to work being started. Tree lawn trees will be the responsibility of the City to remove, if applicable.
7. The City is responsible for back fill only. The Private Property Lateral Replacement Program is only to replace existing piping with modern material to help in mitigating infiltration and inflow.
8. The property owner is responsible for all final restoration work and costs including, but not limited to: top soil, grass reseeding, watering, trees, shrubs, plants, rocks or gravel, landscaping, sidewalks, pavement, fences, long term settlement (removing excess or adding additional fill), etc.
9. To be part of the program, the homeowner needs to sign a release form.

SECTION 2: The money needed for aforesaid program shall be paid by the City from Fund #429 appropriated for the Private Property Lateral Replacement Program.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason implement the Private Property Lateral Replacement Program; this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11322-2023

INTRODUCED BY: MAYOR ORCUTT

Legislative
P/C 3-21-23
CA Prior 3-21-23
1st R 4-4-23
2nd R 4-18-23
3rd R _____
B/C _____

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT FOR THE SALE OF PERMANENT PARCEL NO. 341-24-011,
AND DECLARING AN EMERGENCY

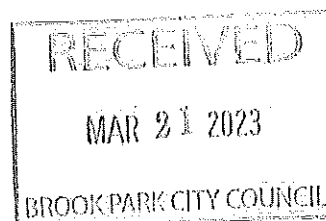
NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract for the sale of Permanent Parcel No. 341-24-011, currently in the Brook Park Land Reutilization Program, pursuant to the terms and conditions set forth in the aforesaid agreement attached hereto and incorporated herein as if fully rewritten as Exhibit "A".

SECTION 2: The money needed for the sale of the aforesaid transaction shall be paid from the Economic Development Fund No. 243 and the proceeds from this sale shall be placed in the Economic Development Fund No. 243.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to enter into a contract for the sale of Permanent Parcel No. 341-24-011; 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



VACANT LAND PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

BUYER The undersigned Amato Homes I, LLC offers to buy the

PROPERTY located at 6538 Burton Drive

City Brook Park, Ohio, Zip 44142

Permanent Parcel No. 341-24-011, and further described as being: Residential Vacant Lot

The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant rights, privileges and easements. Also included:

NOT included:

SECONDARY OFFER This ☐ is ☒ is not a secondary offer. This secondary offer, if applicable, will become a primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before (date). BUYER shall have the right to terminate this secondary offer at any time prior to BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

PRICE BUYER shall pay the sum of \$ 27,000.00

Payable as follows:

Earnest money paid to Broker will be deposited in a non-interest bearing trust account and credited against purchase price.

\$ 1,000.00

☐ Check to be deposited immediately upon the formation of a binding AGREEMENT, as defined below on lines 199-206

☒ Note to be redeemed within four (4) days after formation of a binding AGREEMENT, as defined below on lines 199-206

Cash to be deposited in escrow \$ 26,000.00

Mortgage loan to be obtained by BUYER \$ 0

☐ CONVENTIONAL, ☐ OTHER Purchase of the lot will be a cash transaction but a construction loan will be recorded at the time of closing. Earnest money to be held by Land Title Group.

FINANCING BUYER shall make a written application for the above mortgage loan within n/a days after acceptance and shall obtain a commitment for that loan on or about n/a. If, despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other or to Broker and their agents.

NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

CLOSING All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or title company on or before 10/06/2022, and title shall be transferred on or about 10/07/2022.

Approved by CABOR, LoCAR, LCAR and GeCAR
January 1, 2000
Page 1 of 6

SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

POSSESSION SELLER shall deliver possession to BUYER on same (date) at 5 (time)

☐ AM ☒ PM, provided the title has transferred.

TITLE SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from Land Title Group LLC

(title company – if BUYER has a preference) in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any REALTOR(S)[®] shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

PRORATIONS General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. BUYER acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. The parties are advised to consult with the county auditor's office regarding the status of the Property taxes as the latest available tax duplicate may not reflect the accurate amount of taxes that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following: none

In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
☐ BUYER ☒ SELLER agrees to pay the amount of such recoupment.

CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d) prorations due BUYER, e) Broker's commissions, f) one-half of the escrow fee and g) other none

(unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession whichever is later. The escrow agent shall withhold \$none from the proceeds due SELLER for the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage, and d) other none

☐ The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this Agreement promptly after closing.

☒ The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this Agreement promptly after closing.

INSPECTION This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER

understands that all real property may contain defects and conditions that are not readily apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER's inspectors regarding the condition and systems of the property.

INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

Choice	Inspection
---------------	-------------------

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Water Potability. This offer is contingent upon BUYER obtaining, at BUYER's expense, satisfactory evidence and knowledge that potable water can be found at the subject property. BUYER shall use his best efforts to obtain such evidence. In the event BUYER is unable to obtain such evidence within _____ days from the formation of a binding AGREEMENT, then this AGREEMENT shall be null and void and neither BUYER or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) and Agent and authorize the return of all funds held on deposit to BUYER.
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<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Sewer Permit. This offer is contingent upon BUYER obtaining, at BUYER's expense, a septic system installation permit from the appropriate authority. BUYER shall use his best efforts to obtain such permit. In the event BUYER is unable to obtain such permit within _____ days from the formation of a binding AGREEMENT, then this offer shall be null and void and neither BUYER, SELLER, nor Broker or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) and Agent(s) and authorize the return of all funds held on deposit to BUYER.
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<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Regulations, Bylaws, and Restrictions. SELLER agrees to deliver a copy of the Association Regulations, Bylaws and Deed Restrictions to the BUYER within _____ days of the formation of a binding AGREEMENT. This offer is contingent upon BUYER's approval of Association Regulations, Bylaws and Deed Restrictions for subject property. BUYER will accept or reject said Restrictions within _____ days from receipt. If BUYER rejects said Restrictions then this offer shall be null and void and neither BUYER, SELLER nor any Broker or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) or Agent(s) and authorize the return of all funds held on deposit to the BUYER.
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<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Soil Tests. This offer is contingent upon BUYER obtaining, at BUYER's expense, percolation tests and/or additional soils investigation to ascertain whether the Property is suitable for any improvements which BUYER proposes to make within _____ days from the formation of a binding AGREEMENT. BUYER will accept or reject any and all Soil Tests within _____ days from receipt of inspection reports. If BUYER rejects any or all of the Soil Test results, then this offer shall be null and void and neither BUYER, SELLER nor any Broker or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) or Agent(s) and authorize the return of all funds held on deposit to the BUYER.
---	--

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Environmental Inspections. This offer is contingent upon BUYER obtaining, at BUYER's expense, an environmental inspection of the property to determine the existence of any environmental hazard and or contamination on or adjacent to the property within _____ days from the formation of a binding AGREEMENT. If environmental hazard and or contamination is found on or adjacent to the property, BUYER shall have the right to terminate this AGREEMENT or accept the Property in its "AS IS" present physical condition. If BUYER elects to terminate the AGREEMENT, both BUYER and SELLER agree to sign a mutual release of each other and the Broker(s) and Agent(s), and to authorize the return of all funds held on deposit to BUYER.
---	---

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Title, Zoning, and Usage. This offer is contingent upon BUYER reviewing and approving, within _____ days from the formation of a binding AGREEMENT, local and county records, including without limitation the recorded plat, easements of record, flood plain maps,
---	---

148 applicable ordinances, the location and availability of utilities, availability of water and sewer tie-
 149 ins, cost of tap in and other local and county fees, and to determine whether the property is
 150 suitable for proposed use. BUYER shall have the right to order, review and approve, at their
 151 expense, a title commitment setting forth the condition of title to the property.

152 ☒ Yes ☐ No **OTHER:** City to verify location of water and sewer laterals and approve building plans submitted
 153 with slab construction prior to title transfer.

154 This offer is contingent upon BUYER reviewing and approving the above within _____
 155 days from the formation of a binding AGREEMENT. If BUYER elects not to proceed as a result
 156 of any of the foregoing contingency, then this offer shall be null and void and neither BUYER,
 157 SELLER nor any Broker or Agent involved in this transaction shall have any further liability or
 158 obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release
 159 of each other and the Broker(s) or Agent(s) and authorize the return of all funds held on deposit
 160 to the BUYER.

161 **WAIVER:** ☐ ☐ (initials) BUYER elects to waive each professional inspection to which BUYER has
 162 not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such
 163 inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

164 BUYER shall be responsible for the repair and restoration of any damage to the Property which may be caused
 165 by such tests. If the Property is not suitable for the proposed use, then this AGREEMENT may be terminated at
 166 the option of the BUYER and BUYER and SELLER agree to sign a mutual release, whereupon the earnest
 167 money shall be returned to BUYER.

168 The BUYER and SELLER can mutually agree **IN WRITING** to extend the dates for inspections listed above.
 169 SELLER agrees to provide reasonable access to the property to perform the inspections listed above.

170 **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
 171 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and
 172 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local
 173 sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as
 174 to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the
 175 transaction.

176 **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being
 177 purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on
 178 the Vacant Land Property Disclosure Form or identified by any inspections requested by either party. SELLER
 179 agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance
 180 and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements
 181 about the property (including but not limited to its condition or use) unless otherwise disclosed on this
 182 AGREEMENT or on the Vacant Land Property Disclosure Form.

183 BUYER ☐ HAS ☐ ☐ (BUYER'S initials) received a copy of the Vacant Land Property Disclosure
 184 Form signed by SELLER on _____ (date) prior to writing this offer.

185 BUYER ☒ HAS NOT ☐ ☐ (BUYER'S initials) received a copy of the Vacant Land Property
 186 Disclosure Form. This offer is subject to the SELLER completing the Vacant Land Property Disclosure Form and
 187 BUYER'S review and approval of the information contained on the disclosure form within _____ days from
 188 receipt.

189 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Vacant Land
 190 Property Disclosure Form and agrees to hold the Broker and its agents harmless from any misstatements or
 191 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker and its agents
 192 have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby
 193 acknowledges that neither Broker nor their agents have any expertise with respect to environmental matters and
 194 have relied upon the information provided by the SELLER on the Vacant Land Property Disclosure Form. Please
 195 list any and all verbal representations made by Broker or its agents that you relied upon when purchasing this
 196 property (if none, write "none"). none

197 _____
 198 _____

BINDING AGREEMENT Upon written acceptance and then either written or verbal notice of such acceptance to the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days. **This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.**

ADDENDA The additional terms and conditions in the attached addenda ☒ Agency Disclosure Form ☒ Vacant Land Property Disclosure Form ☐ Other [describe] : _____

_____ are made part of this AGREEMENT.

Francis Anato, President dotloop verified
09/22/22 3:17 PM EDT
KXBV-CNRH-MGCZ-TEG3

(BUYER) (ADDRESS AND ZIP CODE) (DATE)

(BUYER) (ADDRESS AND ZIP CODE) (PHONE NO.)

DEPOSIT RECEIPT Receipt is hereby acknowledged, of \$\$1,000.00 ☐ check, ☐ note, earnest money, subject to terms of the above offer.

By: _____ Office: _____ Phone: _____

ACCEPTANCE SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from SELLER's escrow funds a commission of none percent (____%) of the purchase price to _____ (Broker)

(Address)
and none percent (____%) of the purchase price to Assad & Crea Realty Group (Broker)

(Address)
as the sole procuring agents in this transaction.

(SELLER) (ADDRESS AND ZIP CODE) (DATE)

City of Brookpark
(PRINT SELLER'S NAME) (PHONE NO.)

(SELLER) (ADDRESS AND ZIP CODE) (DATE)

(PRINT SELLER'S NAME) (PHONE NO.)

234 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
235 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

236	Multiple Listing Information	
237		
238	(Listing agent name)	(Listing agent license #)
239		
240	(Listing broker name)	(Listing broker office #)
241	Anthony P. Crea / Stephen S. Crea	BRKP.227994 / BRKM.2017003409
242	(Selling agent name)	(Selling agent license #)
243	Assad & Crea Realty Group	REC.402756
244	(Selling broker name)	(Selling broker office #)

CITY OF BROOK PARK, OHIO

ORDINANCE NO. 11323-2023

INTRODUCED BY: MAYOR ORCUTT

finance
PIC 4-4-23
CA Prior 4-4-23
1st R 4-4-23
2nd R 4-18-23
3rd R _____
B/C _____

AN ORDINANCE
AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO
ADVERTISE FOR BIDS AND FOR THE MAYOR TO ENTER
INTO A CONTRACT FOR THE 2023 EQUIPMENT AND
GENERAL PAVEMENT SERVICES PROGRAM,
AND DECLARING AN EMERGENCY

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

SECTION 1: The 2023 Equipment and General Pavement Services Program shall include the streets listed on Attachment "A - 3", Line 4, Asphalt Resurfacing of Ordinance 11318-2023 adopted on March 21, 2023, by this Council.

SECTION 2: The Director of Public Service is hereby authorized to advertise for bids and the Mayor is authorized to enter into a contract with the lowest and best bidder or bidders for the 2023 Equipment and General Pavement Services Program.

SECTION 3: The money needed to complete the aforesaid transaction shall not exceed \$1,420,000.00 and shall be paid from Fund No. 240 and Fund No. 549, theretofore appropriated or to be appropriated for said purpose.

SECTION 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, and for the further reason that City Council deems it necessary to proceed with the 2023 Equipment and General Pavement Services Program as soon as possible, 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.

RECEIVED

MAR 30 2023

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

A-3

CITY OF BROOK PARK
2023 ROADS AND
WATERLINE REPLACEMENT
PROGRAM
(COST ESTIMATES)



1	<u>Misc. Joint Repairs - Municipal Parking Lots - Crack Seal (Fund 242)</u>	\$100,000.00
2	<u>2023 Sidewalk Program (Fund 243)</u>	\$35,000.00
3	<u>American Legion Pavement Repairs (Encumbered) (Fund 401)</u>	\$45,000.00
4	<u>Asphalt Resurfacing (Fund 240 - \$250,000 and Fund 549 - \$1,170,000)</u>	\$1,420,000.00
	<ul style="list-style-type: none"> • Parkland • Crestridge • Christene • Southway (Edgehurst to Fry) • Rademaker (Delores to Smith) • Delores (Snow to Hummel) • Wengler (Doris to Shelby) • Van Wert • Starlite 	
5	<u>Asphalt Resurfacing Inspector (Fund 549)</u>	\$20,000.00
6	<u>Sheldon Road Waterline Replacement (Engle to 71) (Fund 548)</u>	Est. Cost
	Design and Bidding Phase	\$48,691.76
	Advertising	\$1,300.00
	Construction	\$773,780.00
	Construction Admin./Inspection	\$30,198.96
	Testing	\$1,000.00
		<hr/> \$427,485.36

Estimated Total = \$2,047,485.36

Service

P/C 4-4-23 Service
CA Prior 4-4-23
1st R 4-4-23
2nd R 4-18-23
3rd R _____
D/C _____

CITY OF BROOK PARK, OHIO

RESOLUTION NO.

4-2023

INTRODUCED BY:

MAYOR ORCUTT

A RESOLUTION
AUTHORIZING THE MAYOR
TO PARTICIPATE IN THE ODOT
CONTRACT FOR ROAD SALT,
AND DECLARING AN EMERGENCY.

WHEREAS, the City of Brook Park (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of 3,000 tons of Sodium

RECEIVED

MAR 30 2023

Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request no later than Monday, May 1, by 12:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email:

Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

SECTION 1: The Mayor is hereby authorized to participate in the ODOT Road Salt Contract.

SECTION 2: That the funds for the purpose of the aforesaid expenditure have been appropriated or to be appropriated and shall be paid from the General Fund/Snow Removal Fund No. 432.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to this

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

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

17C 2/21/23 Finance
CA 3/14/23
1st R 3/21/23
2nd R 4/4/23
3rd R 4/18/23
B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO. 11319-2023

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING ALL ACTIONS NECESSARY TO
ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)
2023 ENERGIZED COMMUNITY GRANT(S) FUND,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park, County of Cuyahoga, Ohio (the "Grantee") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2023 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the Grantee has previously entered into a Grant Agreement with NOPEC, Inc., to receive one or more NEC Grant(s); and

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

SECTION 1: The Council of the Grantee (the "Council") finds and determines that it is in the best interest of the Grantee to enter into the Grant Agreement to accept the NEC Grant(s) for 2023 in the amount of \$44,608.00 and authorize the Mayor to execute the Grant Agreement to accept the NEC Grant(s) funds.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to 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 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 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 to accept NOPEC's grant(s) for 2023; therefore, provided this Ordinance receives the affirmative vote of at least (5) members elected to Council, it shall take effect and be in force

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FEB 21 2023

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