

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, JUNE 20, 2023
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

1. DEPARTMENT OF LIQUOR CONTROL – Elie Chahda, DBA FRONT ROW BBQ, 15119 SNOW ROAD & PATIO BROOK PARK, OH 44142, **C TRFO 2455116-0005 POSTMARK DATE: 6/23/23.** - PER COUNCIL PRESIDENT VECCHIO. **Moved by motion from the June 13, 2023 Regular Caucus Meeting.**
2. AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT THE 2023 RECYCLE OHIO GRANT FOR TRASH/RECYCLING RECEPTACLES, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt. - PER COUNCIL PRESIDENT VECCHIO.

IV. PLANNING COMMITTEE – CHAIRMAN, TROYER:

1. A RESOLUTION FOR A CONDITIONAL USE PERMIT FOR SHORT TERM LEASING AT 14126 HEATHERWOOD DRIVE IN THE U1-A4 ZONE, AND DECLARING AN EMERGENCY. Introduced by Council As A Whole.

V. ADJOURNMENT:

NOTICE TO LEGISLATIVE
AUTHORITY

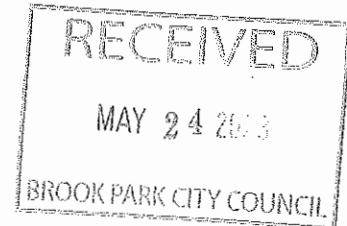
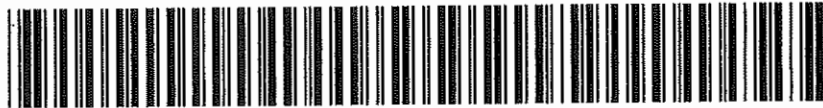
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

24551160005		TRFO	EILE CHAHDA DBA FRONT ROW BBO 15119 SNOW RD & PATIO BROOK PARK OH 44142	
PERMIT NUMBER		TYPE		
10	01	2021		
ISSUE DATE				
05	19	2023		
FILING DATE				
D1	D2	D3	D3A	D6
PERMIT CLASSES				
18	110	C	F29593	
TAX DISTRICT			RECEIPT NO.	

FROM 05/23/2023

1314144			CAVALRY AIR LLC DBA FRONT ROW BBO 15119 SNOW RD & PATIO BROOK PARK OH 44142	
PERMIT NUMBER		TYPE		
10	01	2021		
ISSUE DATE				
05	19	2023		
FILING DATE				
D1	D2	D3	D3A	D6
PERMIT CLASSES				
18	110			
TAX DISTRICT			RECEIPT NO.	



MAILED 05/23/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN.

06/23/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

C TRFO 2455116-0005

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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



Department
of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: LiquorLicensingMailUnit@com.state.oh.us

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT THE
2023 RECYCLE OHIO GRANT FOR TRASH/RECYCLING RECEPTACLES, AND
DECLARING AND EMERGENCY

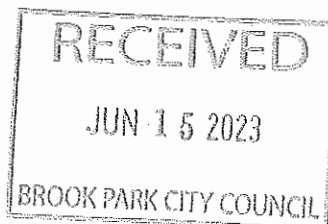
WHEREAS, the City of Brook Park applied for a grant with the Ohio Environmental Protection Agency (EPA) for the 2023 Recycle Ohio Grant and was awarded a grant in the amount of \$40,782.00.

NOW THEREFORE, BE IT ORDAINED, 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 a Grant Agreement to accept the 2023 Recycle Ohio Grant in the amount of \$40,782.00 and authorize the Mayor to execute the Grant Agreement to accept the Ohio EPA funds (see 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 accept the Ohio EPA grant; therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.



PASSED: _____


PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

**Ohio Environmental Protection Agency
2023 Community and Litter Grant Agreement**



This Agreement is made and entered into by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Agency**, and the **The City of Brook Park**, hereinafter referred to as the **Grantee**. Agency and Grantee are collectively the "Parties" and each a "Party."

WITNESSETH THAT:

WHEREAS the Grantee, as authorized under Ohio Revised Code (ORC) Chapter 3736, has applied to the Agency for program funding to implement a 2023 Community and Litter Grant, hereinafter referred to as the 2023 CLG: and

WHEREAS ORC 3736.05 authorizes the Director, to make grants from the recycling and litter prevention fund created in ORC 3736.03. ORC 3736.05 and 3736.02(B) further authorize the Director to enter into this agreement; and

WHEREAS the Grantee agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the Grantee's 2023 Grant Manual and the 2023 CLG Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein; and

WHEREAS the 2023 CLG funds in the amount of **\$40,782.00** have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. The Agency hereby awards to the Grantee a grant not to exceed **\$40,782.00**, for the purpose of implementing the project detailed in the Grantee's application. Costs incurred by the Grantee for items that are not part of the approved budget as contained in the Grantee's application, or costs in excess of amounts specified in the approved budget as contained in the Grantee's application will not be reimbursed by the Agency. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed. The Grantee agrees to maintain and expend the match funds required, either (1) in the dollar amount set forth in the Funding Request Details specified in the Grantee's application as "Match Funds Required", or (2) if the grant award is reduced, when reconciling the grant account at closeout as a result of reduced actual costs, then the dollar amount of the Grantee's match funds required may be proportionately reduced.
- II. The Agency shall pay to the Grantee, subject to cash availability, fifty percent (50%) of its total grant award after the effective date of this Agreement, to be used for project costs according to the Grantee's approved budget as contained in the Grantee's application. A final payment of fifty percent (50%) of the grant award will be withheld to reconcile the grant account at the end of the grant period or the closeout of the grant. The parties understand and agree that all payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this grant agreement.
- III. The Grantee shall not, in any manner, discriminate against, intimidate, or retaliate against

Ohio Environmental Protection Agency 2023 Community and Litter Grant Agreement

any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Grantee shall take affirmative action to ensure that employees are treated appropriately during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places, and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way. The Grantee agrees to post notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment. Furthermore, the Grantee agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- IV. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- V. The Grantee shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Grantee shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies related to this paragraph.
- VI. Upon the Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Grantee may be ineligible for further state contracts. Further, such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VII. It is fully understood and agreed that neither Grantee nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
- VIII. The Grantee shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances and the terms of this Agreement, as outlined in the Agency's 2023 CLG Application and Grant Manual.
- IX. The Agency shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The Grantee shall keep said books and records in a manner consistent

Ohio Environmental Protection Agency 2023 Community and Litter Grant Agreement

with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the Grantee will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.

- X. The Grantee, by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) Grantee is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- XI. The Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XII. The Grantee affirmatively represents and warrants to Agency that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Agency hereunder immediately shall be repaid to Agency, or an action for recovery immediately may be commenced by Agency for recovery of said funds.
- XIII. The Grantee affirmatively represents and warrants to Agency that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under this Agreement.
- XIV. Implementation of the approved 2023 CLG project as outlined in the Grantee's 2023 CLG Approved Application and this Agreement shall not commence until the Agreement is signed by all parties or **July 1, 2023**, whichever is later. The Agency shall not be responsible for any costs incurred by the Grantee prior to the effective date of this Agreement.
- XV. Grantee represents and warrants that:

**Ohio Environmental Protection Agency
2023 Community and Litter Grant Agreement**

1. It is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict its right to enter and carry out this Agreement.
2. Neither the execution of this Agreement nor the consummation of its transactions will constitute a breach under any contract or agreement to which it is a party or by which it is bound.
3. It has made no false statements to the other party or any of its employees or agents in the process of obtaining this Agreement
4. It has the authority to execute this Agreement and perform their obligations under this Agreement.
5. It has received no written notice that any investigation, action or litigation is pending or threatened, which materially and adversely affects this Agreement.

- XVI. This Agreement shall remain in effect until **June 30, 2025**. The Agency reserves the right, at any time after execution of this Agreement, with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. The Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee will be paid for approved expenditures incurred prior to termination and for any noncancelable obligations properly incurred by the Grantee prior to termination. If requested by the Agency, the Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee agrees to waive any right to, and shall have no claim for, additional compensation against the Agency by reason of such termination.
- XVII. The Grantee reserves the right, at any time after execution of this Agreement to terminate the program, in whole or in part, upon a thirty (30) day written notification to the Agency. In the event of such termination by the Grantee, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.
- XVIII. All unspent funds and unallowed expenditures shall be returned to the Agency within forty-five (45) days of sending notification to the Agency or receiving notification from the Agency of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Attorney General's office.
- XIX. The Grantee affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the

Ohio Environmental Protection Agency 2023 Community and Litter Grant Agreement

right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided to the State in this Agreement. The Executive Orders are available at:

<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

<https://governor.ohio.gov/media/executive-orders/Executive-Order-2022-02D>

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that is/are outside of the United States.

If the Grantee or any of its subcontractors perform services under this Agreement outside of the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided to the State in this Agreement, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, purchases of services from or investments in Russian institutions and companies, costs associated with corrective action, or liquidated damages.

- XX. Until termination of this contract (expiration date – see condition XVI) and for a period of three years following termination, the **Agency** may require repayment of any funds, up to the full amount that has been distributed, upon a finding by the Director that **Grantee** or the cooperating enterprise is not in substantial compliance with environmental laws or rules or has become subject to a formal enforcement action by Ohio EPA or the Ohio Attorney General's Office. If the **Agency** terminates this agreement pursuant to this paragraph, any funds already distributed to Grantee, including funds that have already

**Ohio Environmental Protection Agency
2023 Community and Litter Grant Agreement**

been spent, shall be returned to the Agency within forty-five (45) days of receiving notification of termination. Any payment not received within forty-five days of the due date may be referred to the Ohio Attorney General's Office for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Ohio Attorney General's Office. Grantee shall require all contracts with subcontractors to include legal mechanisms (e.g., default judgments or liens) to recover funds pursuant to this paragraph.

- XXI. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the Grantee without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State. This Agreement represents the complete and final agreement between the Parties and supersedes any previous writing or understanding.
- XXII. Each party shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement, including those that are due to that party's own negligence, tortious acts, or other conduct, or that are due to the negligence, tortious acts, or other conduct of the party's respective agents, officers, or employees.

**Ohio Environmental Protection Agency
2023 Community and Litter Grant Agreement**

The effective date of this Agreement is the date when the Director of the Ohio Environmental Protection Agency signs this Agreement, or **July 1, 2023**, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: The City of Brook Park
Award: \$40,782.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature

Signed: _____ Date: _____

**Authorized Official: Edward Orcutt, Mayor
The City of Brook Park**

Ohio Environmental Protection Agency Signature

Signed: _____ Date: _____

**Dan Sowry, Assistant Chief
On behalf of Anne M. Vogel, Director, per 5/10/2023 Delegation of Authority
Ohio Environmental Protection Agency**

CITY OF BROOK PARK, OHIO

Resolution No. _____

Introduced By: COUNCIL AS A WHOLE

P/C
CAPrior 6-20-23
1st R
2nd R
3rd R
B/C

A RESOLUTION

FOR A CONDITIONAL USE PERMIT FOR SHORT TERM LEASING AT 14126
HEATHERWOOD DRIVE IN THE U1-A4 ZONE, AND DECLARING AN EMERGENCY

WHEREAS, the Planning Commission has met to hear a request for short term leasing at 14126 Heatherwood Drive, Brook Park, Ohio, based upon the guidelines pursuant to Brook Park Codified Ordinance Section 1141.342; and

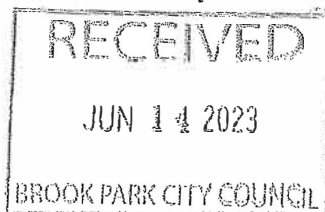
WHEREAS, the request for a conditional use permit was presented at a public hearing on June 5, 2023, to the Brook Park Planning Commission, which denied this request, and referred this matter to Council, in accordance with Brook Park Charter Section 11.03(c) for approval and recommended the waiver of requirements set forth in Section 1121.36(c) 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 and site plan requested is appropriate in the location for which it is proposed and grants a conditional use permit for short term leasing at 14126 Heatherwood Drive, Brook Park, Ohio.

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 short term leasing at 14126 Heatherwood Drive, Brook Park, Ohio; 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 w/Enclosures
CC:	Mayor Orcutt w/out Enclosures Carol Horvath, Law Director w/out Enclosures
FROM:	Carol Dell, Secretary BZA & Planning Commission Secretary
DATE:	June 7, 2023
RE:	Planning Commission Recommendation

The Brook Park Planning Commission met on June 5, 2023 regarding a Conditional Use Permit. By vote of 5/6, with one abstention, the Planning Commission denied the following and should be forwarded to City Council for final action:

- Request approval for a Conditional Use Permit for short term leasing at 14126 Heatherwood Drive | Located in a U1-A4 Zoning District
Planning Commission's recommendation for this project must be forwarded to City Council for final action

See Attached: 2023 Planning Commission Application; Engineer Piatak's comments and Building Commissioner comments.

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

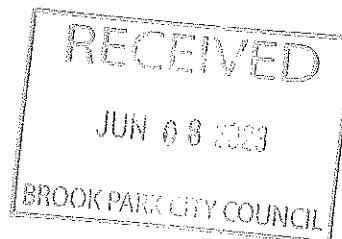
APPLICANT INFORMATION:

Dana Seko, Property Owner
E-Mail: danaseko1976@icloud.com
602/524-2423

Thank you,

Carol Dell

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



BROOK PARK PLANNING COMMISSION

The Brook Park Planning Commission met on June 5, 2023 regarding the request for approval of a Conditional Use Permit for short-term leasing at 14126 Heatherwood Drive, Brook Park, Ohio, a U1-A4 Zoned District. By a vote of 5/0, with one abstention, the Planning Commission voted to DENY the Conditional Use Permit based upon the guidelines provided in BPCO Section 1141.342.

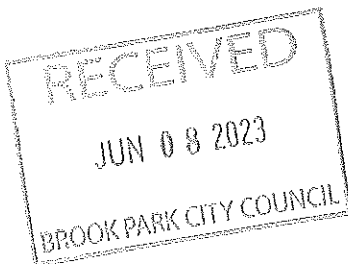
The Planning Commission herein submits its recommendation to City Council so that they, by Resolution prepared and approved by the Law Department, may Grant, Grant with Conditions, or Deny the Application at the next regularly scheduled meeting.

Carol A. Dell

Secretary, Planning Commission

6-7-23

Date





CITY OF BROOK PARK

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

RECEIVED

| Email | buildingdept@cityofbrookpark.com

| Office | 216.433.7412

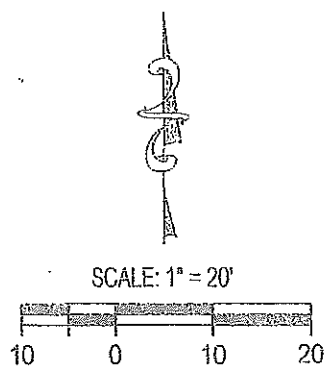
2023 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	14126 heatherwood Dr	<input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL	ZONE
PARCEL #		BUSINESS NAME (If Applicable)	

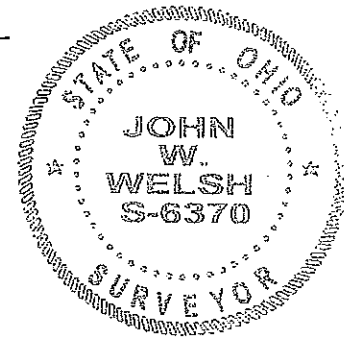
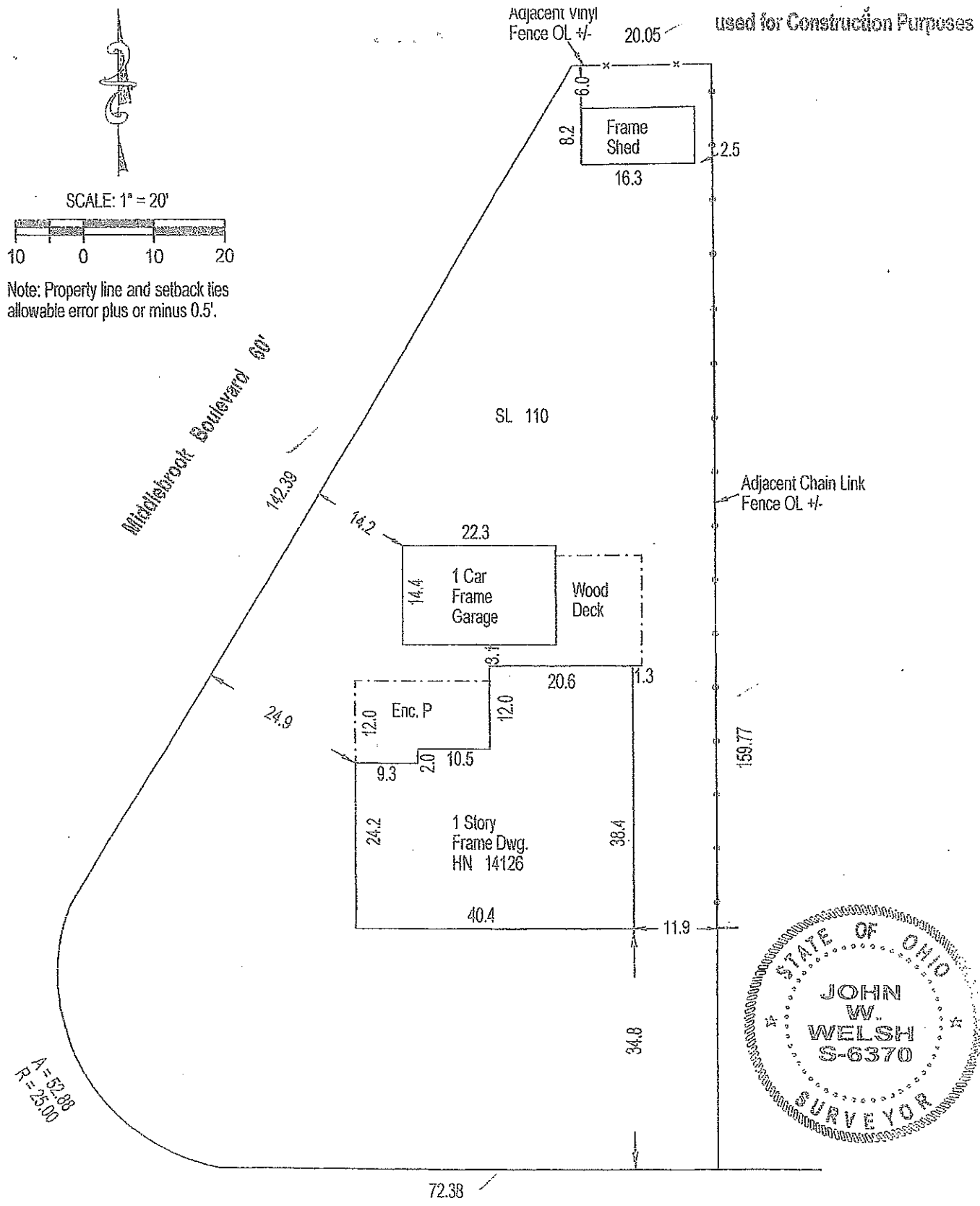
PROPERTY OWNER NAME(S)	Dami Seko			<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	608-524-2423	Email	daseko1976@gmail.com	
Street Address	14126 heatherwood Dr	City	Brook Park	Zip 44142
AGENT/CONTACT PERSON NAME(S)				<input type="checkbox"/> Will Attend Meeting
Phone #		Email		
Street Address		City		Zip

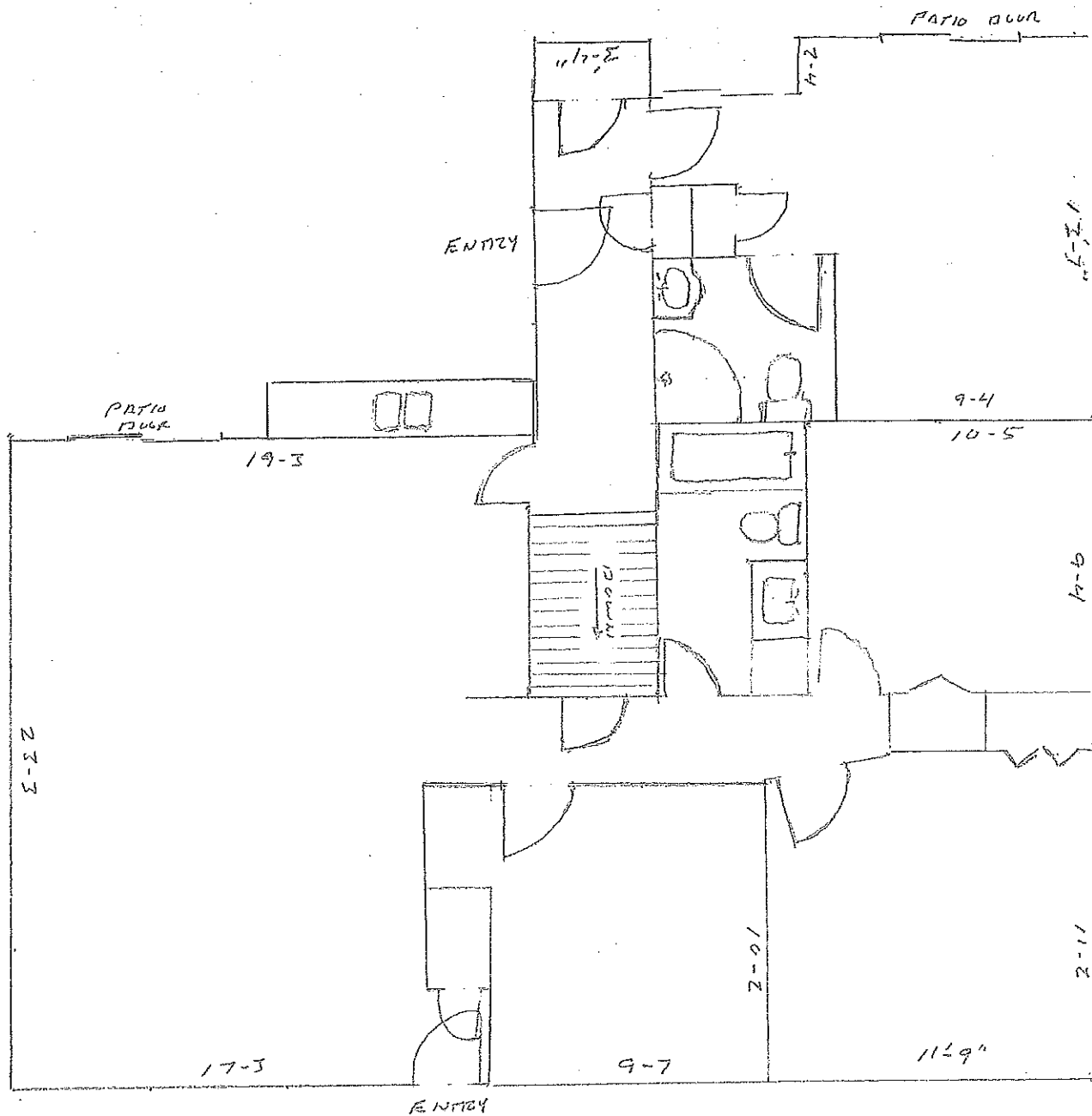
APPROVAL(S) REQUESTED	<input type="checkbox"/> Aesthetic / Project ²	<input checked="" type="checkbox"/> Conditional Use Permit ²	
	<input type="checkbox"/> Front Porch	<input type="checkbox"/> Billboard ¹	<input type="checkbox"/> Telecommunication Tower ¹
	<input type="checkbox"/> Re-Zone ³	<input type="checkbox"/> Lot Split ³⁴	<input type="checkbox"/> Lot Consolidation ³⁴
	<input type="checkbox"/> Other:		
	¹ Provide Construction Drawings and/or Structural calculations		
	² Provide Detailed Business Plan per City Ordinance 1121.34		
	³ Provide Legal Description		
	⁴ Provide Lot Split / Consolidation Plat and Mylar		
SUMMARY OF REQUEST	Request for conditional Use Permit for short term leasing		

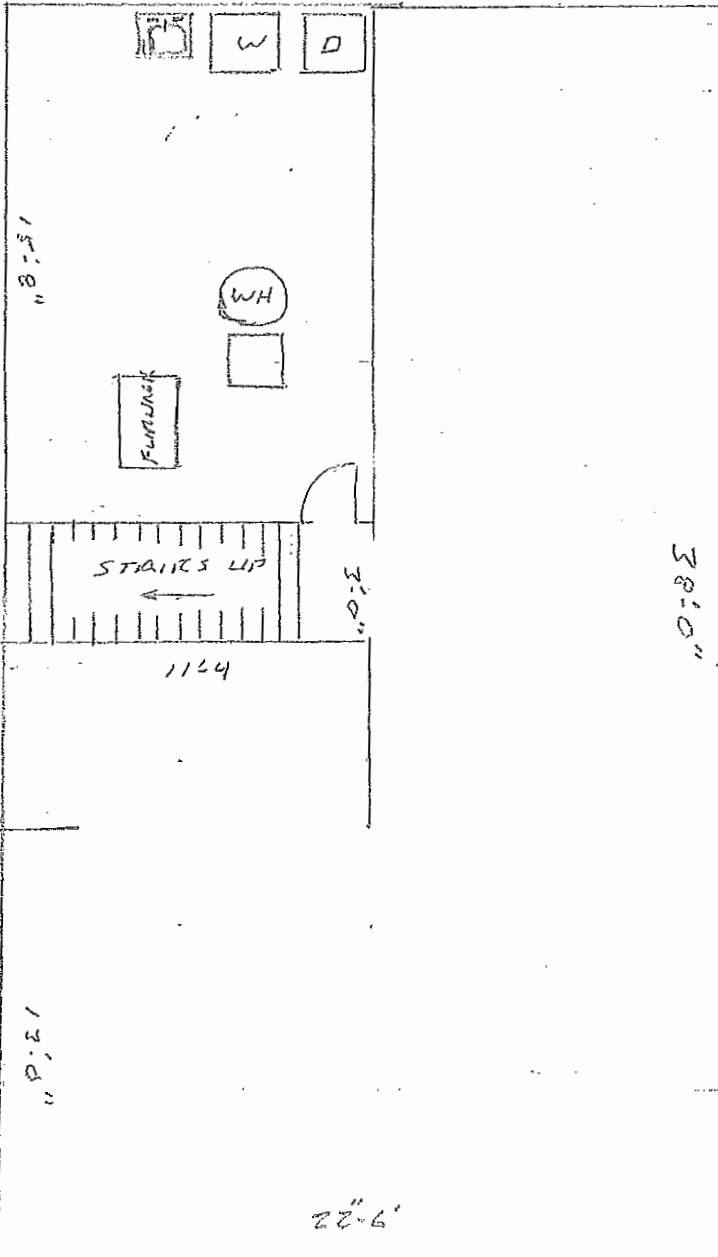
APPLICANT SIGNATURE	Dami Seko	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Agent	DATE	5-18-2023
---------------------	-----------	--	------	-----------



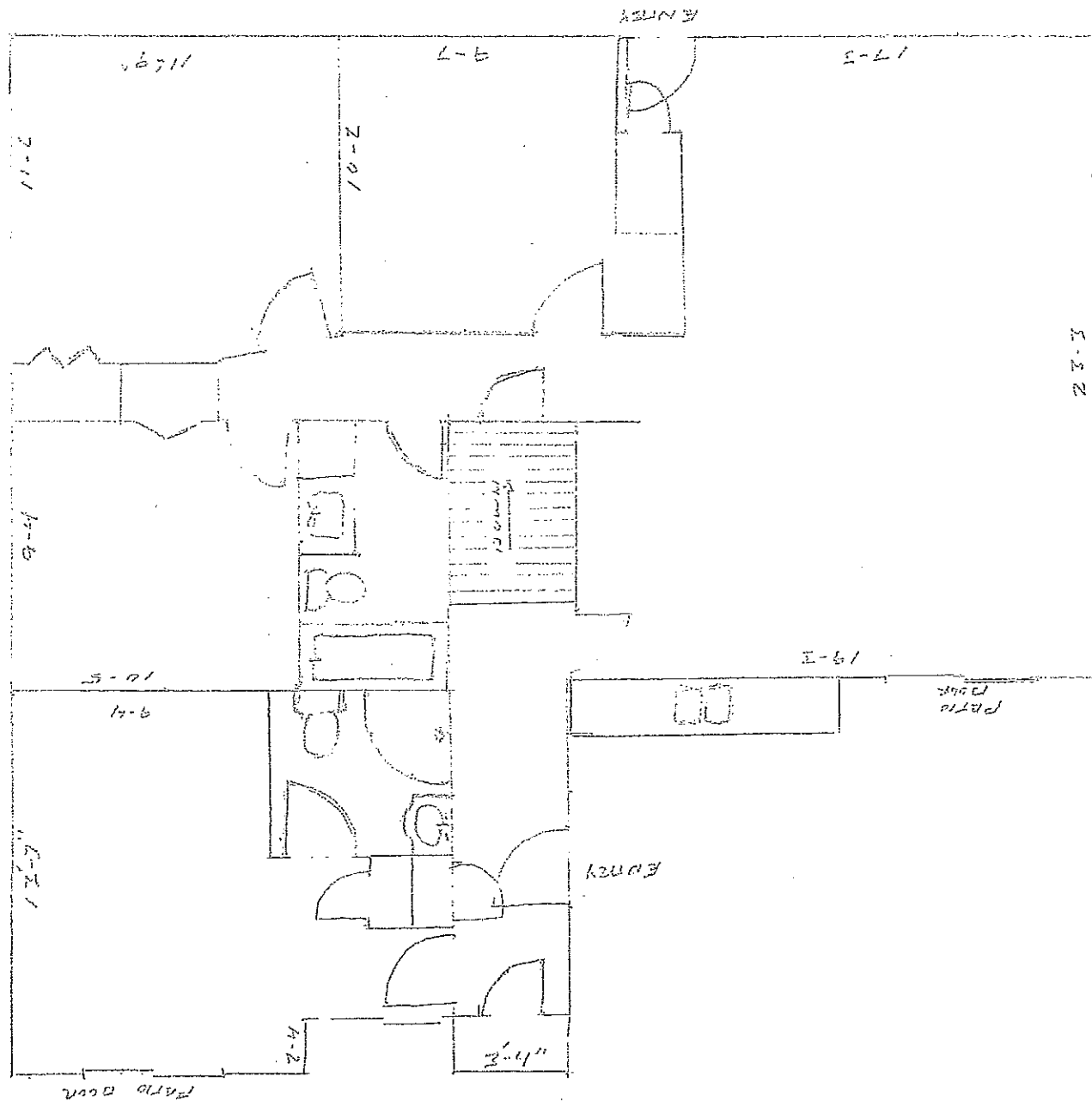
Note: Property line and setback ties allowable error plus or minus 0.5'.

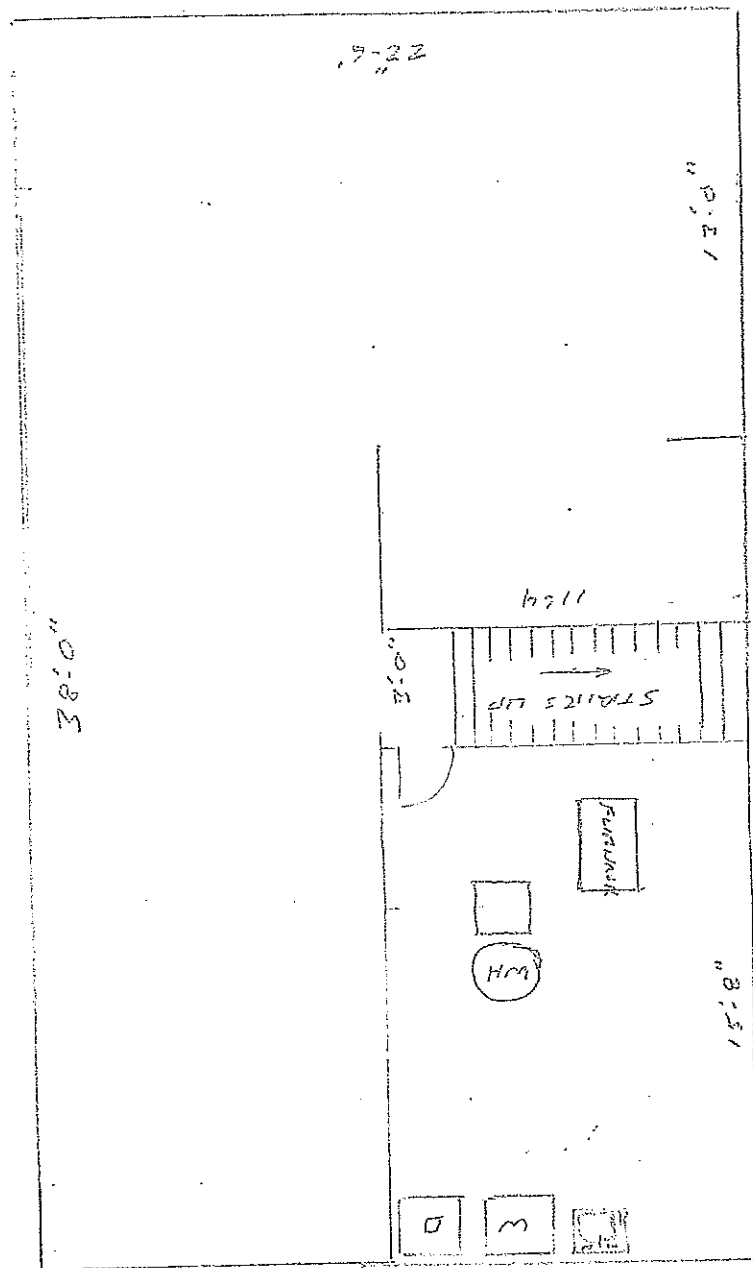






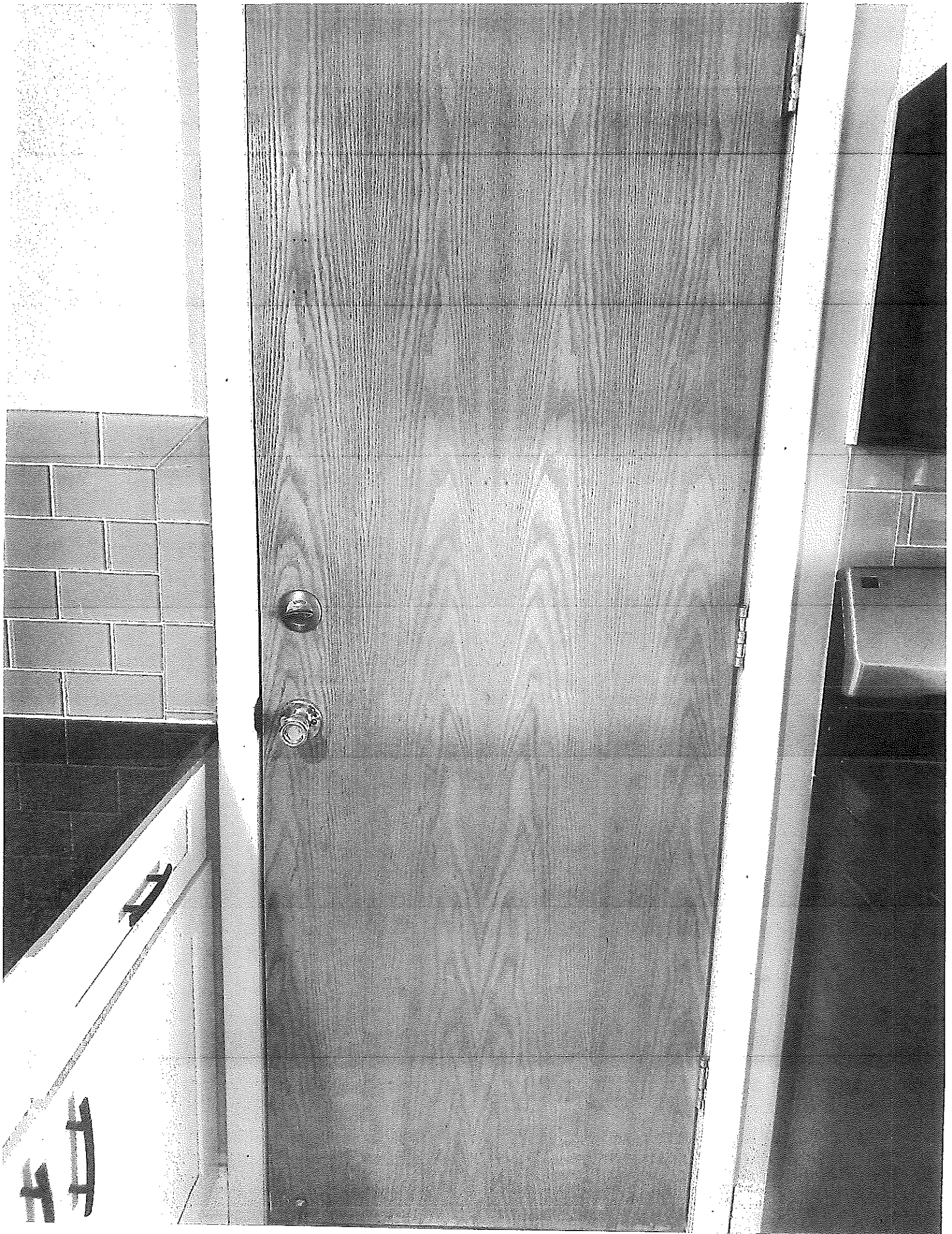
- highlighted space is for Airbnb Use













Brook Park Fire Department

Occupancy: Resident Dana Seko

Occupancy ID: Resident

Address: 14126 Heatherwood DR Brook Park Oh 44142



Inspection Type: General

Inspection Date: 5/4/2023

Time In: 11:52

Authorized Date: 05/16/2023

By: Bennett, William J (057)

Time Out: 12:09

By: Bennett, William J (057)

Form: ****2017 General
Inspection

Inspection Topics:

Rule 1 Administration 1301:7-7-01

No Violations

No Violations were noted on this inspection.

Status: PASS

Notes: I found this property to be compliant with all fire related requirements of the City's short-term rental requirements.

Rule 10 Means of Egress 1301:7-7-10

1030.2 Reliability.

Required exit accesses, exits or exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency when the areas served by such exits are occupied. Security devices affecting means of egress shall be subject to approval of the fire code official.

Status: PASS

Notes: All required exits are clear and accessible.

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 17 minutes

Total Time: 17 minutes

Summary:

Overall Result: Passed

Inspector Notes:

Closing Notes:

Brook Park Fire Department Bureau of Fire Prevention 17401 Holland Rd
Brook Park, Ohio 44142 216-433-7205 fpo@cityofbrookpark.com

Inspector:

Name: Bennett, William J

Signature

Date

Brook Park Fire Department

Occupancy: **Resident Dana**

Occupancy ID: **Resident**

Address: **14126 Heatherwood DR Brook Park Oh 44142**



Inspection Type: **General**

Inspection Date: **5/4/2023**

Time In: **11:52**

Authorized Date: **05/04/2023**

By: **Bennett, William J (057)**

Time Out: **12:09**

By: **Bennett, William J (057)**

Form: ****2017 General
Inspection

Inspection Topics:

Rule 1 Administration 1301:7-7-01

No Violations

No Violations were noted on this inspection.

Status: PASS

Notes: I found this property to be compliant with all fire related requirements of the City's short-term rental requirements.

Additional Time Spent on Inspection:

Category

Start Date / Time

End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 17 minutes

Total Time: 17 minutes

Summary:

Overall Result: Passed

Inspector Notes:

Closing Notes:

Brook Park Fire Department Bureau of Fire Prevention 17401 Holland Rd
Brook Park, Ohio 44142 216-433-7205 fpo@cityofbrookpark.com

Inspector:

Name: **Bennett, William J**

William J. Bennett
Signature

May 4th, 2023

Date

Representative Signature:

Signature

Date



Charming newly remodeled ranch

★ 4.86 · 43 reviews

🏆 Superhost

Brook Park, Ohio, United States

Entire
townhouse
hosted by Dana



5 guests · 2 bedrooms

2 beds · 1 bath

\$80 night

★ 4.86

[Check availability](#)

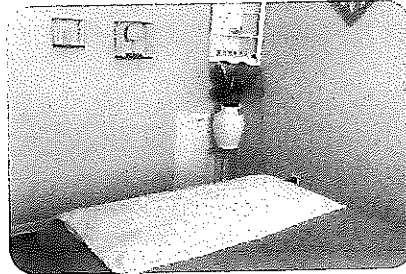
8:48



Where you'll sleep



Bedroom 1
1 queen bed



Bedroom 2
1 queen bed

What this place offers

 Kitchen

 Wifi

 Dedicated workspace

 Free driveway parking on premises

\$80 night

★ 4.86


[Check availability](#)



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/10/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY  State Farm Bam Childress State Farm 403 Broadway Avenue Bedford, Ohio 44146		PHONE (A/C, No, Ext): 440-232-4127		COMPANY State Farm Fire and Casualty Company		NAIC # 25143	
FAX (A/C, No): 440-232-9150		E-MAIL ADDRESS: brandon.childress.uglm@statefarm.com		LOAN NUMBER 1394679038		POLICY NUMBER 70-E2-T800-9	
CODE:		SUB CODE:		EFFECTIVE DATE 07/14/2022		EXPIRATION DATE 07/14/2023	
AGENCY CUSTOMER ID #:				CONTINUED UNTIL <input checked="" type="checkbox"/> TERMINATED IF CHECKED			
INSURED DANA SEKO 14126 HEATHERWOOD DR BROOK PARK, OHIO 44142				THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION 14126 HEATHERWOOD DR BROOK PARK, OHIO 44142
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☒ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
DWELLING COVERAGE	235,200	1140
EXTENDED DWELLING COVERAGE	23,520	
LIABILITY COVERAGE	300,000	
MEDICAL PAYMENTS	1,000	
PERSONAL PROPERTY	70,560	
LOSS OF USE		

REMARKS (Including Special Conditions)

ANNUAL PREMIUM \$1289

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS JPMORGAN CHASE BANK NA ISAOA/ATIMA PO BOX 4465 SPRINGFIELD, OHIO 45501	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	1394679038		
AUTHORIZED REPRESENTATIVE			

5-12-2023

To whom it may concern:

I, Dana Seko, has never
been convicted in any
jurisdiction of any felony.

Dana Seko

City Title Agency, Ltd.

5599 Pearl Road



Parma, Ohio 44129



July 17, 2020

Dana R. Seko
14126 Heatherwood Drive
Brook Park, Ohio 44142

Escrow No. 102023
TICE TO SEKO
14126 Heatherwood Drive
Brook Park, Ohio

ENCLOSED PLEASE FIND THE FOLLOWING FOR THE ABOVE TRANSACTION

(X) FINAL ALTA SETTLEMENT STATEMENT

SINCERELY YOURS,

Deborah M. Kish
Escrow Assistant

American Land Title Association

Final

ALTA Settlement Statement - Borrower/Buyer
Adopted 05-01-2015

File Number: 102023
 Print Date & Time: 7/17/2020 11:26 AM
 Escrow Officer: Sharon R. Mix
 Settlement Location: 5599 Pearl Road
 Parma, OH 44129

City Title Agency, Ltd.
 5599 Pearl Road
 Parma, OH 44129

CUSTOMER'S
COPIES

Property Address: Property Address
 14126 Heatherwood Drive Brook Park, Ohio 44142

Subdivision
 Lot 110, Havendale Subdivision, Volume 174, Page 8, Cuyahoga County, Ohio

PIN
 344-19-118

Township

Buyer: Dana Seko - 14126 Heatherwood Drive, Brook Park, OH 44142
 Seller: Perry Tice Jr. - 16246 Wisconsin Street, Detroit, MI 48221
 Lender: JPMorgan Chase Bank N.A. ISAOA - 3415 Vision Drive, Columbus, OH 43215

Settlement Date: 7/14/2020
 Disbursement Date: 7/14/2020
 Additional dates per state requirements: 7/14/2020

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sales Price of Property	\$69,152.37	
Lender Credit		\$695.13
Deposit Additional		\$12,455.78
Loan Amount		\$55,321.00
Seller Credit		\$4,149.00
Prorations/Adjustments		
County Taxes 1/1/2020 to 7/14/2020		\$1,559.33
Loan Charges to JPMorgan Chase Bank N.A. ISAOA		
Prepaid Interest (\$6.25 per day from 7/14/2020 to 8/1/2020)	\$112.50	
Processing Fee to JPMorgan Chase Bank N.A. ISAOA	\$595.00	
Tax Service to JPMorgan Chase Bank N.A. ISAOA	\$87.00	
Other Loan Charges		
Appraisal Fee to Clear Capital POB \$500.00	\$115.00	
Credit Report Fee to KFD	\$22.44	
Flood Certification to CoreLogic	\$6.00	

File# 102023

Flood Life of Loan to CoreLogic	\$5.00	
Impounds		
Hazard Insurance Premium \$96.08 per month for 3 mo.	\$288.24	
Property Taxes \$243.90 per month for 4 mo.	\$975.60	
Aggregate Adjustment		\$243.92
Title Charges & Escrow/Settlement Charges		
Title - Lender's Policy \$55,321.00 Premium - \$100.00 to City Title Agency, Ltd.	\$475.00	
Title - Owner's Policy (optional) \$69,152.37 Premium - \$324.01 to City Title Agency, Ltd.	\$162.01	
Notary Fee/Signup to City Title Agency, Ltd.	\$75.00	
Title - Closing Protection Letter Fee to Stewart Title Guaranty Company	\$40.00	
Title - Insurance Binder Fee to City Title Agency, Ltd.	\$100.00	
Title - Settlement Agent Fee to City Title Agency, Ltd.	\$450.00	
Title-Document Storage to City Title Agency, Ltd.	\$25.00	
Title-E-Doc Production to City Title Agency, Ltd.	\$50.00	
Title-Recording Services to City Title Agency, Ltd.	\$75.00	
Title-Reproduction Fee to City Title Agency, Ltd.	\$75.00	
Title-Shipping and Handling to City Title Agency, Ltd.	\$60.00	
Government Recording and Transfer Charges		
Recording Fees Deed: \$34.00 Mortgage: \$178.00 to City Title Agency, Ltd.	\$212.00	
Miscellaneous		
Survey Fee to Welsh Cleveland survey	\$175.00	
Hazard Insurance Premium (12 mo.) to State Farm Insurance	\$1,153.00	
Lender Credits from JPMorgan Chase Bank N.A. ISAOA		\$62.00
	Debit	Credit
	\$74,486.16	\$74,486.16
Subtotals		\$0.00
Due From Borrower/Buyer		
Totals	\$74,486.16	\$74,486.16

Title Insurance – Simultaneous Rate Premiums

The Owner's and Lender's title insurance premiums set out above represent the actual rates filed with the Ohio Department of Insurance. The Owner's and Lender's title insurance premiums shown on the Closing Disclosure were calculated and disclosed in the manner required by Federal regulation as required by the Consumer Financial Protection Bureau (CFPB). Despite the difference in the breakdown of premiums disclosed, the total combined premiums as required to be disclosed by the CFPB equals the total combined premiums calculated above using the current rules and rates of this State.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize City Title Agency, Ltd. to cause the funds to be disbursed in accordance with this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this Settlement Statement pertaining to "Comparison of Loan Estimate, Closing Disclosure and Settlement Statement Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters. The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

Dana Seko

Dana Seko

7-17-2020

Date

Sharon R. Mix

SHARON R. MIX
VICE PRESIDENT

5-18-2023

To whom it may concern:

I, Dana Selo am the
sole owner (100%) of the
property:

14126 Heatherwood Dr.
BrookPark Oh 44142

This is my primary, full
time residence, legally.

Dana Selo

Exit door

From: Suzanne Hrusch

shrusch@ccbh.net

**Subject: Air BNB exempt from
food license**

Date: May 10, 2023 at 9:51:25 AM

To: danaseko1976@icloud.com

Cc: J Lynch jlynch@ccbh.net

This message was sent securely using ZixCorp.

Good morning Dana,

It was a pleasure to speak with you about your air BNB rental unit locate at 14126 Heatherwood Drive in Brook Park, Ohio. You mentioned that you provide the rental house only, and no food aside from free bottled water for guests.

Therefore, your home would be exempt from food licensing. I

have copied my colleague, Joe
Lynch, in case he needs any
additional information:

Dana Seko
602.524.2423

Thank you,

Suzanne Hrusch MPH, RS
Program Manager, Food
Protection Unit
Cuyahoga County Board of
Health

216.201.2001 ext. 1242

MEMO

TO: Jason Monaco, Assistant Building Commissioner

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

DATE: May 25, 2023

SUBJECT: 14126 Heatherwood Dr. (Conditional Use Permit) Planning Commission

CC:

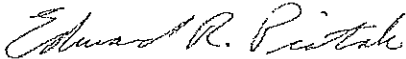
Mr. Monaco:

I have reviewed the Planning Commission Application (June 2023 Meeting) for the above referenced project located at 14126 Heatherwood Drive and offer the following comments:

1. No comments on granting a Conditional Use Permit for short-term leasing.

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

EUTHENICS, INC.



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

Building Department Notes

Planning Commission

14126 Heatherwood Dr. located in the U1-A4 district – summary of request – The property owner is requesting a conditional use permit to operate a short term rental at the above address. **Ord. 1122.03** states that all short term leases must obtain a conditional use permit from the Planning Commission.

1122.03 SHORT TERM LEASES AS CONDITIONAL USES; PERMIT REQUIRED.

Short term leases are hereby classified as a conditional use which may be permitted in Single Family Zoned Districts and all Community Business Districts in accordance with the corresponding standards and requirements of the Planning and Zoning Code. Conditional use permit issued pursuant to Chapter 1121 of these Codified Ordinances shall be required in order to allow said permit shall be effective for two years at a biennial cost to be determined by City Council, and said permit shall be automatically voided by operation of law without further notice or hearing upon the sale or transfer of the real property upon which the short term leases is located. In submitting an application for a conditional use permit, and with every re-application, the applicant shall provide to the Planning Commission a floor plan illustrating the proposed operation, a site plan indicating all on-site improvements, if any, and any additional information as required by the Planning Commission. Notification of the request for the conditional use permit shall be given by the Secretary of the Planning Commission to all record title holders of real property lying within 500 feet of the property line of the area requesting the conditional use approval. Said notice shall be first class mail, postage prepaid.