

**REGULAR COUNCIL MEETING
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO
TO BE HELD ON TUESDAY, SEPTEMBER 1, 2026
7:30 P.M.**

- A. ROLL CALL OF MEMBERS**
- B. PLEDGE OF ALLEGIANCE**
- C. APPROVAL OF MINUTES OF PRECEDING MEETINGS:**
- D. REPORTS OF STANDING COMMITTEES:**
 - Aviation & Environmental Committee - DUFOUR
 - Board of Zoning Appeals - MENCINI
 - Finance Committee - SCOTT
 - Legislative Committee - ROBERTS
 - Parks & Recreation Committee - McCORKLE
 - Planning Committee - SCOTT
 - Safety Committee- POINDEXTER
 - Service Committee - GONZALEZ
- E. REPORTS OF SPECIAL COMMITTEES:**
 - Southwest General Health Center Trustee – MENCINI
 - Berea Board of Education Representative – McCORKLE
 - Technology & Innovation Council Representative - DUFOUR
- 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. RES. NO. 14-2026

A RESOLUTION CONCERNING A LOT SPLIT/CONSOLIDATION IN THE U1 ZONING DISTRICT, SPLIT PPN 342-09-010, THEN CONSOLIDATE PART OF 342-09-010 AND ALL OF 342-09-018 AS WELL AS CONSOLIDATE PART OF 342-09-010 AND ALL OF 342-09-158 INTO PROPOSED PARCELS WITH PPNs 342-09-018 AND 342-09-158, AND DECLARING AN EMERGENCY. Introduced by Council As A Whole.

2. RES. NO. 15-2026

A RESOLUTION CONCERNING A LOT SPLIT/CONSOLIDATION IN THE U1 ZONING DISTRICT, SPLIT PPN 341-35-002, THEN CONSOLIDATE PART OF 341-35-002 AND ALL OF 341-35-005 AS WELL AS CONSOLIDATE PART OF 341-35-002 AND ALL OF 341-35-006 INTO PROPOSED PARCELS "A", "B" AND "C", AND DECLARING AN EMERGENCY. Introduced by Council As A Whole.

3. RES. NO. 16-2026

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO CONSTRUCT AND OPERATE A BUSINESS WAREHOUSE AT 15300 BROOKPARK ROAD IN THE U7-C ZONING DISTRICT, AND DECLARING AN EMERGENCY. Introduced by Council As A Whole.

N. SECOND READING OF ORDINANCES AND RESOLUTIONS:

1. RES. NO. 13-2026

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND ADMINISTER AN AMENDED SCOPE OF WORK FOR THE INNOVATIVE FINANCE AND ASSET CONCESSION (IFAC) GRANT AWARDED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, BUILD AMERICA BUREAU, APPROVING THE COOPERATIVE AGREEMENT ATTACHED AS EXHIBIT "A", AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

O. THIRD READING OF ORDINANCES AND RESOLUTIONS:

P. ADJOURNMENT

SYNOPSIS OF LEGISLATION
FOR THE REGULAR COUNCIL MEETING OF SEPTEMBER 1, 2026.

FIRST READING:

Res. No. 14-2026

A RESOLUTION CONCERNING A LOT SPLIT/CONSOLIDATION IN THE U1 ZONING DISTRICT, SPLIT PPN 342-09-010, THEN CONSOLIDATE PART OF 342-09-010 AND ALL OF 342-09-018 AS WELL AS CONSOLIDATE PART OF 342-09-010 AND ALL OF 342-09-158 INTO PROPOSED PARCELS WITH PPNs 342-09-018 AND 342-09-158, AND DECLARING AN EMERGENCY

SYNOPSIS: A resolution concerning a lot split/consolidation to split a parcel and consolidate the whole of it into the two parcels adjacent to the first.

Res. No. 15-2026

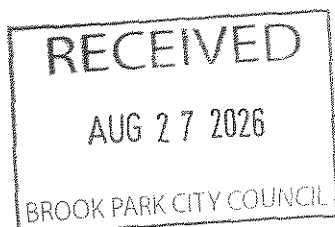
A RESOLUTION CONCERNING A LOT SPLIT/CONSOLIDATION IN THE U1 ZONING DISTRICT, SPLIT PPN 341-35-002, THEN CONSOLIDATE PART OF 314-35-002 AND ALL OF 341-35-005 AS WELL AS CONSOLIDATE PART OF 341-35-002 AND ALL OF 341-35-006 INTO PROPOSED PARCELS "A", "B", AND "C", AND DECLARING AN EMERGENCY

SYNOPSIS: A resolution concerning a lot split/consolidation to split a parcel and consolidate part of it into the two parcels adjacent to the first.

Res. No. 16-2026

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO CONSTRUCT AND OPERATE A BUSINESS WAREHOUSE AT 15300 BROOKPARK ROAD IN THE U7-C ZONING DISTRICT, AND DECLARING AN EMERGENCY

SYNOPSIS: A resolution granting a conditional use permit to construct and operate a business warehouse.



SECOND READING:

Res. No. 13-2026

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND ADMINISTER AN AMENDED SCOPE OF WORK FOR THE INNOVATIVE FINANCE AND ASSET CONCESSION (IFAC) GRANT AWARDED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, BUILD AMERICA BUREAU, APPROVING THE COOPERATIVE AGREEMENT ATTACHED AS EXHIBIT "A", AND DECLARING AN EMERGENCY

SYNOPSIS: A resolution authorizing and directing the Mayor to accept and administer the amended scope of work for the IFAC Grant in the amount of One Million Dollars to execute documents necessary to approve such amendment and related grant administration requirements and carry out the City's obligations under the Cooperate Agreement (Exhibit "A").

**PREPARED BY THE BROOK PARK LEGAL DEPARTMENT
August 27, 2026**

CITY OF BROOK PARK, OHIO

P/C _____
CA _____
1st R 9/11/26
2nd R _____
3rd R _____
WC _____

RESOLUTION NO: 14-2026

INTRODUCED BY: COUNCIL AS A WHOLE

A RESOLUTION

CONCERNING A LOT SPLIT/CONSOLIDATION IN THE U1 ZONING DISTRICT, SPLIT PPN 342-09-010, THEN CONSOLIDATE PART OF 342-09-010 AND ALL OF 342-09-018 AS WELL AS CONSOLIDATE PART OF 342-09-010 AND ALL OF 342-09-158 INTO PROPOSED PARCELS WITH PPNs 342-09-018 AND 342-09-158, AND DECLARING AN EMERGENCY

WHEREAS, on August 3, 2026 the Planning Commission approved, by a vote of 6-0 and referred to Council for final action a request for the proposed parcel split and consolidation plat for PPNs 342-09-010, 342-09-018, and 342-09-158 said request was to split the first and consolidate part into each of the latter two parcels to create new parcels with PPNs 342-09-018 and 342-09-158 in Brook Park, Ohio in located in the U1 Zoning District.

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

SECTION 1: The lot split and then consolidation of the aforementioned properties is further described in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of 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 action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

RECEIVED

AUG 27 2026

BROOK PARK CITY COUNCIL

SECTION 3: This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that it is Council's desire to approve the lot consolidation and split; this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

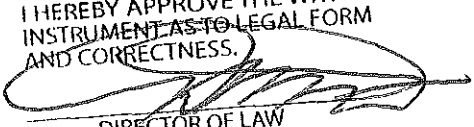
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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



DIRECTOR OF LAW

MEMO

EXHIBIT

"A"

TO:	Carol Johnson, Clerk of Council w/Enclosures
CC:	Mayor Orcutt Carol Horvath, Law Director brookparksalvatore@gmail.com agonzalez@cityofbrookpark.com jamesmencini@yahoo.com sroberts@cityofbrookpark.com rscott@cityofbrookpark.com tdufour@cityofbrookpark.com bpindexter@cityofbrookpark.com dmccorkle@cityofbrookpark.com w/Enclosures
FROM:	Carol Dell, Secretary BZA & Planning Commission Secretary
DATE:	August 4, 2026
RE:	Planning Commission Recommendation

RECEIVED

AUG 05 2026

BROOK PARK CITY COUNCIL

The Brook Park Planning Commission met on August 3, 2026, regarding approvals for a Lot Split and Lot Consolidation for Parcel #'s 342-09-010; 342-09-018; and 342-09-158. By vote of 6-0, the Planning Commission voted to approve the Lot Split and Lot Consolidation for the following:

- **REQUEST APPROVALS FOR A LOT SPLIT AND LOT CONSOLIDATION FOR PARCEL #'S: 342-09-010; 342-09-018 AND 342-09-158 | LOCATED IN THE U-1 ZONING DISTRICT**

Property Owners: John DiFranco, James Astorino and Patricia Astorino

VARIANCE A -- SPLIT PARCEL #342-09-010 INTO TWO SEPARATE PARCELS

VARIANCE B -- CONSOLIDATE THE TWO NEW PARCELS WITH PARCEL #'S: 342-09-018 AND 342-09-158

Planning Commission's recommendation for this project must be forwarded to City Council for final action

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

PAGE 2
AUGUST 3, 2026

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

See attached 2026 Planning Commission Application; Engineer, Building Commissioner and Fire Prevention Officer's comments.

PROPERTY OWNERS:

John DiFranco, James Astorino and Patricia Astornio

Thank you,

Carol Dell

Secretary, City of Brook Park Planning Commission
Building Department 216/433-7412 (cdell@cityofbrookpark.com)

BROOK PARK PLANNING COMMISSION

The Brook Park Planning Commission met on August 3, 2026, regarding approvals for a Lot Split and Lot Consolidation. By a vote of 6-0, the Planning Commission voted to recommend approval for the following:

- **REQUEST APPROVALS FOR A LOT SPLIT AND LOT CONSOLIDATION FOR PARCEL #'S: 342-09-010; 342-09-018 AND 342-09-158 | LOCATED IN THE U-1 ZONING DISTRICT**

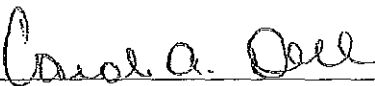
Property Owners: John DiFranco, James Astorino and Patricia Astorino

VARIANCE A – SPLIT PARCEL #342-09-010 INTO TWO SEPARATE PARCELS

VARIANCE B – CONSOLIDATE THE TWO NEW PARCELS WITH PARCEL #'S: 342-09-018 AND 342-09-158

Planning Commission's recommendation for this project must be forwarded to City Council for final action

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


Secretary, Planning Commission

8-5-26
Date



CITY OF BROOK PARK

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

JUL 7 2026

| Email | buildingdept@cityofbrookpark.com

| Office | 216.433.7412

2026 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	6242 Engle Road 6258 Engle Road	☒ RESIDENTIAL ☐ COMMERCIAL	ZONE
PARCEL #	342/09/018 & 342/09/015 342/09/158	BUSINESS NAME (If Applicable)	

PROPERTY OWNER NAME(S)	John DiFranco James Astorino Patricia Astorino			☒ Will Attend Meeting
Phone #	216.408.4515	Email	pathastorino@aol.com	
Street Address	6258 Engle Rd	City	Brook Park	Zip 44142
AGENT/CONTACT PERSON NAME(S)				☐ Will Attend Meeting
Phone #		Email		
Street Address		City		Zip

APPROVAL(S) REQUESTED	☐ Aesthetic / Project ² ☐ Conditional Use Permit ²		
	☐ Front Porch ☐ Billboard ¹ ☐ Telecommunication Tower ¹		
SUMMARY OF REQUEST	☐ Re-Zone ³ ☒ Lot Split ^{3,4} ☒ Lot Consolidation ^{3,4}		
	☐ 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		
Take parcel 342-09-010 and split creating larger parcels for 342-09-018 & 342-09-158 (DiFranco) (Astorino)			

APPLICANT SIGNATURE	James P. Astorino	☒ Owner ☐ Agent	DATE	7/16/2026
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EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL A

Situated in the City of Brook Park, County of Cuyahoga and State of Ohio and known as being part of part of Original Middleburg Township Lot No. 2 Section 12 and bounded and described as follows:

Beginning at an Iron Monument found in the centerline of Engle Road (60 feet wide) with its intersection with the centerline of Holland Road (60 feet wide); thence North $02^{\circ}00'00''$ East a distance 219.00 feet to the Northeasterly corner of a parcel of land conveyed to Axent Graphics LLC by deed recorded in AFN 200607110229 of Cuyahoga County Records and the principal place of beginning of the parcel described herein;

Thence North $89^{\circ}03'49''$ West a distance of 457.56 feet to the Easterly line of a parcel of land conveyed to Fernando Ocejo by deed recorded in AFN 20240918005 of Cuyahoga County Records and a $5/8''$ Iron Pin Capped (BLS 7699) set passing through an $5/8''$ Iron Pin Cap found 0.32 feet West of Engle Road right of way;

Thence North $01^{\circ}55'48''$ East a distance of 107.30 feet along said Easterly of parcel of land conveyed to Fernando Ocejo to a $5/8''$ Iron Pin Capped (BLS 7699) set;

Thence South $89^{\circ}29'09''$ East a distance of 457.93 feet along a divisional line to the Centerline of said Engle Road passing through a Iron Pin Capped (BLS 7699) set 30.00 feet from said centerline;

Thence South $02^{\circ}00'00''$ West a distance of 110.68 feet along the said centerline of Engle Road to the principal place of beginning and containing 1.1452 acres (49883.4 sq. ft.) 0.0761 acres (3316.9 sq. ft.) in Engle Road right of way, Basis of bearings deed record for the centerline of Engle Road North $02^{\circ}00'00''$ East as prepared by Boland Land Survey LLC, by Sean A. Boland, Registered Professional Surveyor No. 7699, Dated July, 2026 be the same more or less but subject to all legal highways.



EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL B

Situated in the City of Brook Park, County of Cuyahoga and State of Ohio and known as being part of part of Original Middleburg Township Lot No. 2 Section 12 and bounded and described as follows:

Beginning at an Iron Monument found in the centerline of Engle Road (60 feet wide) with its intersection with the centerline of Holland Road (60 feet wide); thence North $02^{\circ}00'00''$ East a distance 329.68 feet to a point in the centerline of said Engle Road and the principal place of beginning of the parcel described herein;

Thence North $89^{\circ}29'09''$ West a distance of 457.93 feet along a divisional line to the Easterly line of a parcel of land conveyed to Fernando Ocejo by deed recorded in AFN 20240918005 of Cuyahoga County Records and a $5/8''$ Iron Pin Capped (BLS 7699) set passing through an Iron Pin Capped (BLS 7699) set 30.00 feet from said centerline;

Thence North $01^{\circ}55'48''$ East a distance of 116.15 feet along said Easterly of parcel of land conveyed to Marvin Griffin by deed recorded in AFN 201912050119 of Cuyahoga County Records to a $1/2''$ Iron Pin found;

Thence South $89^{\circ}03'47''$ East a distance of 458.01 feet along the Southerly line of a parcel of land conveyed to David R. Neldon by deed recorded in AFN 200006020367 of Cuyahoga County Records to the Centerline of said Engle Road passing through an Iron Pin Capped (BLS 7699) set 30.00 feet from said centerline;

Thence South $02^{\circ}00'00''$ West a distance of 112.77 feet along the said centerline of Engle Road to the principal place of beginning and containing 1.2030 acres (52404.7 sq. ft.) 0.0777 acres (3386.3 sq. ft.) in Engle Road right of way, Basis of bearings deed record for the centerline of Engle Road North $02^{\circ}00'00''$ East as prepared by Boland Land Survey LLC, by Sean A. Boland, Registered Professional Surveyor No. 7699, Dated July, 2026 be the same more or less but subject to all legal highways.

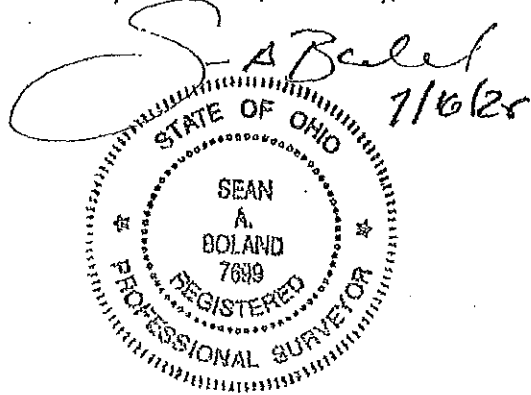


EXHIBIT "A"

LEGAL DESCRIPTION OF Split Area 1

Situated in the City of Brook Park, County of Cuyahoga and State of Ohio and known as being part of part of Original Middleburg Township Lot No. 2 Section 12 and bounded and described as follows:

Beginning at an Iron Monument found in the centerline of Engle Road (60 feet wide) with it's intersection with the centerline of Holland Road (60 feet wide); thence North $02^{\circ}00'00''$ East a distance 290.72 feet to a point in the centerline of said Engle Road and the principal place of beginning of the parcel described herein;

Thence North $89^{\circ}03'47''$ West a distance of 457.79 feet along the Northerly line of a parcel of land conveyed to James & Patricia Astorino by deed recorded in Volume 85-5032, Page 29 of Cuyahoga County Records to a $5/8''$ Iron Pin found in the Easterly line of a parcel of land conveyed to Fernando Ocejo by deed recorded in AFN 202409180065 of Cuyahoga County Records;

Thence North $01^{\circ}55'48''$ East a distance of 37.57 feet along said Easterly of parcel of land conveyed to Fernando Ocejo to an $5/8''$ Iron Pin Capped (BLS 7699) set;

Thence South $89^{\circ}29'09''$ East a distance of 457.93 feet along a divisional line to the Centerline of said Engle Road passing through an Iron Pin Capped (BLS 7699) set 30.00 feet from said centerline;

Thence South $02^{\circ}00'00''$ West a distance of 38.95 feet along the said centerline of Engle Road to the principal place of beginning and containing 0.3916 acres (17058.1 sq. ft.) Basis of bearings deed record for the centerline of Engle Road North $02^{\circ}00'00''$ East as prepared by Boland Land Survey LLC, by Sean A. Boland, Registered Professional Surveyor No. 7699, Dated July, 2026 be the same more or less but subject to all legal highways.

S - A Boland
7/16/26

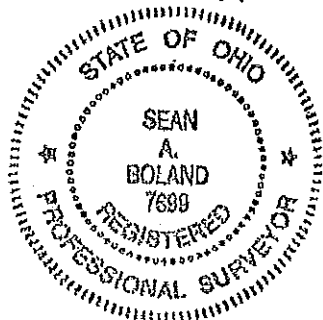


EXHIBIT "A"

LEGAL DESCRIPTION OF Split Area 2

Situated in the City of Brook Park, County of Cuyahoga and State of Ohio and known as being part of part of Original Middleburg Township Lot No. 2 Section 12 and bounded and described as follows:

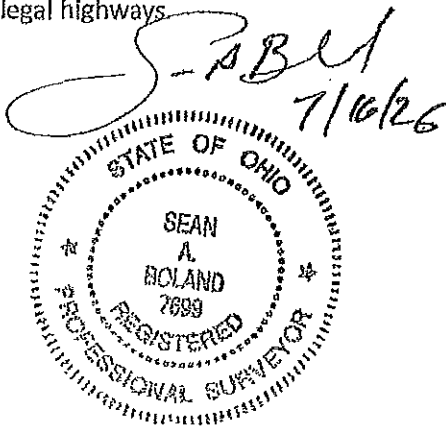
Beginning at an Iron Monument found in the centerline of Engle Road (60 feet wide) with it's intersection with the centerline of Holland Road (60 feet wide); thence North 02°00'00" East a distance 329.68 feet to a point in the centerline of said Engle Road and the principal place of beginning of the parcel described herein;

Thence North 89°29'09" West a distance of 457.93 feet along a divisional line to the Easterly line of a parcel of land conveyed to Fernando Ocejo by deed recorded in AFN 20240918005 of Cuyahoga County Records and a 5/8" Iron Pin Capped (BLS 7699) set passing through a Iron Pin Capped (BLS 7699) set 30.00 feet from said centerline;

Thence North 01°55'48" East a distance of 36.14 feet along said Easterly of parcel of land conveyed to Marvin Griffin by deed recorded in AFN 201912050119 of Cuyahoga County Records to the Southwesterly corner of a parcel of land conveyed to John Di Franco by deed recorded in AFN 200112040255 of Cuyahoga County records ;

Thence South 89°03'47" East a distance of 457.91 feet along the Southerly line of said parcel of land conveyed to John Di Franco to the Centerline of said Engle Road;

Thence South 02°00'00" West a distance of 32.77 feet along the said centerline of Engle Road to the principal place of beginning and containing 0.3621 acres (15774.0 sq. ft.), Basis of bearings deed record for the centerline of Engle Road North 02°00'00" East as prepared by Boland Land Survey LLC, by Sean A. Boland, Registered Professional Surveyor No. 7699, Dated July, 2026 be the same more or less but subject to all legal highways.





City of Brook Park
Fire Department

Edward A. Orcutt, Mayor
Eric C. Fike, Chief

July 28, 2026

Board of Zoning Appeals and Planning Commission
City of Brook Park

INRE: 08/23/2026 Planning & Zoning Submittals

To Whom It May Concern,

The Fire Prevention office has no questions or concerns relating to this month's BZA & Planning Commission submittals.

Sincerely,

Brad Smith
Fire Prevention Officer
Brook Park Fire Department



City of Brook Park

Building Department

Building Department Notes August 3, 2026 : Planning Commission

6242 Engle Rd., 6258 Engle Rd.— The applicants are requesting to split parcel 342-09-010 and consolidate 0.36 acres to parcel 342-09-018 to the north and 0.39 acres to parcel 342-09-158 to the south. Ord. 11.03 requires that all lot splits/consolidations go before the planning commission for approval.

SECTION 11.03 PLANNING COMMISSION.

(c) Mandatory Referral. No public building or structure, street, boulevard, parkway, park, playground, public ground, bridge, viaduct, tunnel, or other public way, ground works or utility, whether publicly or privately owned, or a part thereof shall be constructed or authorized to be constructed in the City nor shall any public street, avenue, parkway, boulevard or alley be opened for any purpose whatsoever, nor shall any street, avenue, parkway, boulevard or alley be widened, narrowed, relocated, vacated, or its use changed, or any ordinance referring to zoning or other regulations controlling the use or development of land be passed, unless and until the matter shall have been submitted to the Planning Commission for report and recommendation. Any matter so referred to the Planning Commission shall be acted upon by it within forty-five (45) days from the date of referral unless a longer time be allowed by Council. If the Planning Commission shall fail to act within the time allotted, it shall be deemed to have approved the matter. If any provision of such ordinance, resolution or order is disapproved by formal action of the Planning Commission, the adoption of such ordinance, resolution or order shall require a two-thirds (2/3) affirmative vote of all members of the Council for passage.

MEMO

TO: Jason Monaco, Building Commissioner
FROM: Edward R. Piatak, P.E., Consulting City Engineer
DATE: July 24, 2026
SUBJECT: 6242 and 6258 Engle Road (Lot Split/Consolidation) - Planning Commission
CC:

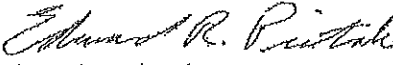
Mr. Monaco:

I have reviewed the Planning Commission Application (August 2026 Meeting) for the above referenced project located at 6242 and 6258 Engle Road and offer the following comments:

1. Zoning: Not identified on application (U1-A3/U1-A4).
2. Applicant to submit evidence of plat pre-approval from Cuyahoga County.
3. Min. Lot Size: 10,500 sf Provided: 49,885± sf and 52,404± sf [1121.07(c)].
4. Min. Lot Width: 75' Provided: 113'± and 111'± [1121.08(a)].
5. Min. Building Setback: 35' Provide: N/A (existing structures) [1121.09(a)(1)]
6. Min. Rear Setback: 30' Provided: N/A (existing structures) [1121.10(a)]
7. Min. Setback - Side Yard Sum of Widths: 28' Provided: 83'± and 80'± [1121.11(a)]
8. Min. Setback - Side Yard Separate Widths: 5' Provided: 30'± and 38'± [1121.11(a)]
9. Min. Building Clearance: 20' Provided: 95'± (from aerial imagery) [1121.11(a)]
10. Identify ownership of existing fence along the proposed property line.
11. No objections to the Lot Split and Consolidation.
12. Update "Approval" and "Acceptance" blocks on final mylar.

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

EUTHENICS, INC.


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

CITY OF BROOK PARK, OHIO

P/C _____
CA _____
1st R _____
2nd R _____
3rd R _____
B/C _____

RESOLUTION NO: 15-2026

INTRODUCED BY: COUNCIL AS A WHOLE

A RESOLUTION

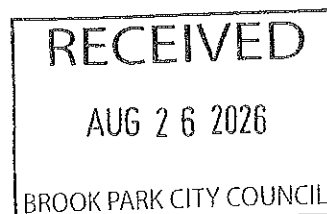
CONCERNING A LOT SPLIT/CONSOLIDATION IN THE U1 ZONING DISTRICT,
SPLIT PPN 341-35-002, THEN CONSOLIDATE PART OF 341-35-002 AND ALL
OF 341-35-005 AS WELL AS CONSOLIDATE PART OF 341-35-002 AND ALL
OF 341-35-006 INTO PROPOSED PARCELS "A", "B" AND "C", AND
DECLARING AN EMERGENCY

WHEREAS, on July 13, 2026 the Planning Commission approved, by a vote of 6-0 and referred to Council for final action a request for the proposed parcel split and consolidation plat for PPNs 341-35-002, 341-35-005, and 341-35-006 said request was to split the first and consolidate part into each of the latter two parcels to create parcels "A", "B", and "C" in Brook Park, Ohio in located in the U1 Zoning District.

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

SECTION 1: The lot split and then consolidation of the aforementioned properties is further described in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of 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 action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.



SECTION 3: This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that it is Council's desire to approve the lot consolidation and split; this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

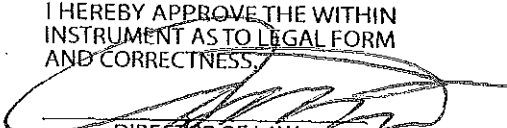
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

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


DIRECTOR OF LAW

EXHIBIT

"A"

City of Brook Park

Building Department

MEMO

TO:	Carol Johnson, Clerk of Council w/Enclosures
CC:	Mayor Orcutt Carol Horvath, Law Director brookparksalvatore@gmail.com agonzalez@cityofbrookpark.com jamesmencini@yahoo.com sroberts@cityofbrookpark.com rscott@cityofbrookpark.com tdufour@cityofbrookpark.com bpoindexter@cityofbrookpark.com dmccorkle@cityofbrookpark.com w/Enclosures
FROM:	Carol Dell, Secretary BZA & Planning Commission Secretary
DATE:	July 14, 2026
RE:	Planning Commission Recommendation

The Brook Park Planning Commission met on July 13, 2026, regarding approval for a Lot Split/Consolidation. By vote of 6-0, the Planning Commission voted to approve a Lot Split/Consolidation, for the following:

- REQUEST APPROVAL FOR A LOT SPLIT/CONSOLIDATION FOR PPN#S: 341-35-002, 341-35-005 AND 341-35-006 | LOCATED IN THE U1 ZONING DISTRICT | ORDINANCE 11.03

Property Owner/: City of Brook Park

Agent: Mayor Edward A. Orcutt

Planning Commission's recommendation for this project must be forwarded to City Council for final action

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

PAGE 2
JULY 13, 2026

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

See attached 2026 Planning Commission Application; Engineer, Building Commissioner and Fire Prevention Officer's comments.

PROPERTY OWNER:
City of Brook Park

AGENT:
Mayor Edward A. Orcutt

Thank you,

Carol Dell
Secretary, City of Brook Park Planning Commission
Building Department 216/433-7412 (cdell@cityofbrookpark.com)

BROOK PARK PLANNING COMMISSION

The Brook Park Planning Commission met on July 13, 2026, regarding approval for a Conditional Use Permit. By a vote of 6-0, the Planning Commission voted to recommend approval for the following:

- **REQUEST APPROVAL FOR A LOT SPLIT/CONSOLIDATION FOR PPN#S: 341-35-002, 341-35-005 AND 341-35-006 | LOCATED IN THE U1 ZONING DISTRICT | ORDINANCE 11.03**

Property Owner/: City of Brook Park

Agent: Mayor Edward A. Orcutt

Planning Commission's recommendation for this project must be forwarded to City Council for final action

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


Secretary, Planning Commission

7-14-26
Date



CITY OF BROOK PARK

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

JUN 11 2021

Email | buildingdept@cityofbrookpark.com

Office | 216.433.7412

2026 PLANNING COMMISSION APPLICATION

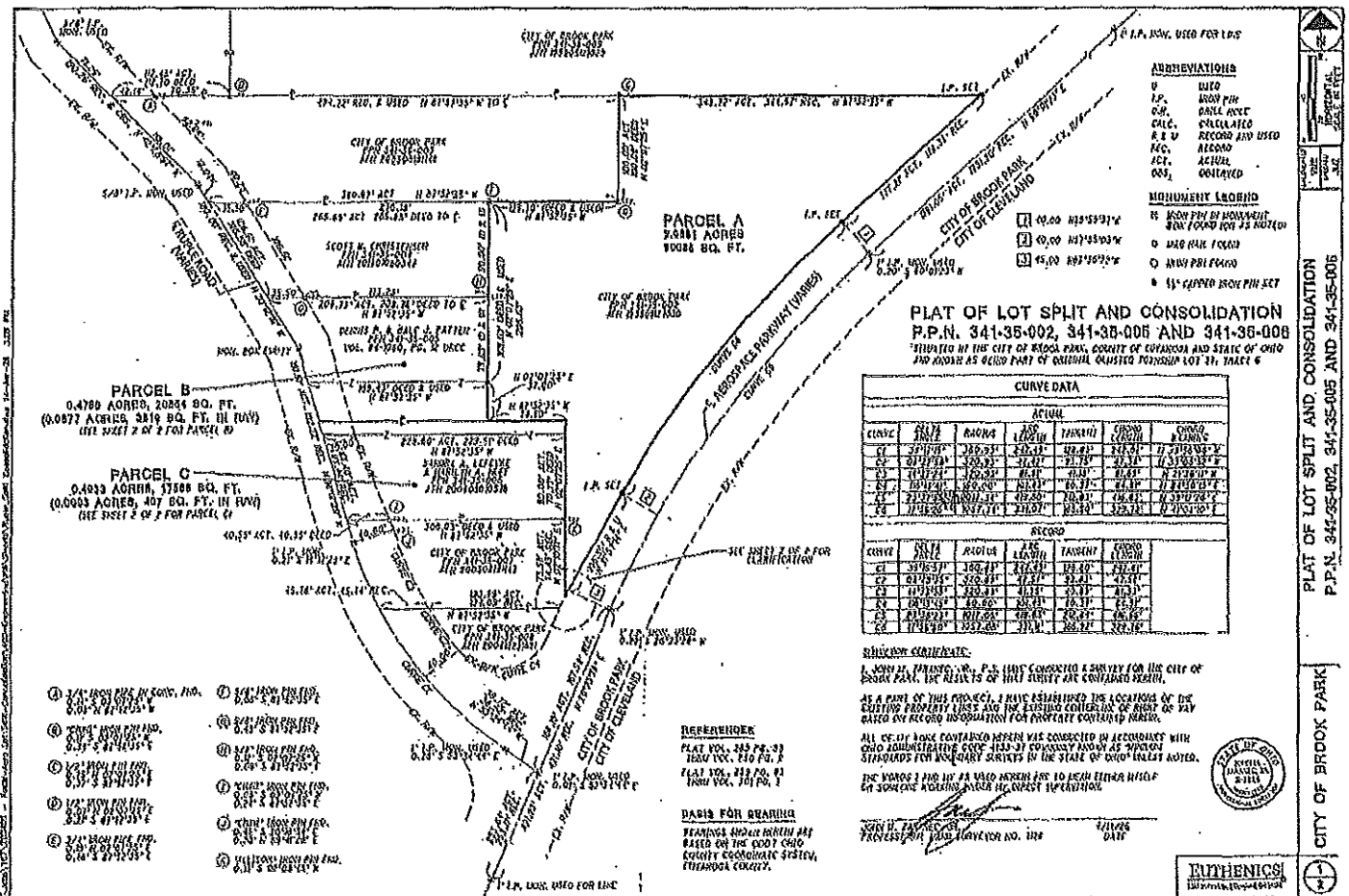
Proposed Address	0 Ruple Road	RESIDENTIAL	COMMERCIAL	Zone	U1 & U6
	341-35-002, 341-35-005 & 341-35-006				

Proposed Owner Name	City of Brook Park				Residential
Phone	216-433-1300	City	N/A		
Street Address	6161 Engle Road	City	Brook Park	Zip	44142
Approved By Name	Edward A. Orcutt, Mayor				Residential
Phone	216-433-1300	Email	eorcutt@cityofbrookpark.com		
Street Address	6161 Engle Road	City	Brook Park	Zip	44142

APPROVALS REQUESTED	☐ Aesthetic / Project ² ☐ Conditional Use Permit ²		
	☐ Front Porch ☐ Billboard ¹ ☐ Telecommunication Tower ¹		
REMARKS OF BOARD	☐ Re-Zone ³ ☒ Lot Split ^{3,4} ☒ Lot Consolidation ^{3,4}		
	☐ 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		
The City of Brook Park is the owner of PPN 341-35-002 and is requesting approval from Planning Commission to split-off the Ruple Road frontage to PPN 341-35-005 and PPN 341-35-006, as shown on the attached Lot Split and Consolidation Plat.			

APPROVED BY		☐ Owner ☒ Agent	DATE
-------------	--	--	------

Edward A. Orcutt, Mayor



PLAT OF LOT SPLIT AND CONSOLIDATION
P.P.N. 341-35-002, 341-35-005 AND 341-35-008

CITY OF BROOK PARK

SCOTT N. CHRISTENSEN
P.N. 341-35-001
JIN 20100000014

PARCEL B
0.4780 ACRES, 20854 SQ. FT.
(0.0077 ACRES, 3319 SQ. FT. IN HWY)

PARCEL C
0.4033 ACRES, 17568 SQ. FT.
(0.0093 ACRES, 407 SQ. FT. IN HWY)

SCOTT N. CHRISTENSEN
P.N. 341-35-001
JIN 20100000014

PARCEL A
2.0351 ACRES
80085 SQ. FT.
(SEE SHEET 1 OF 2 FOR PARCEL A)

CITY OF BROOK PARK
P.N. 341-35-002
JIN 20100000010

SARAH A. LESTER
P.N. 341-35-003
JIN 20100000018

CITY OF BROOK PARK
P.N. 341-35-003
JIN 20100000018

CITY OF BROOK PARK
P.N. 341-35-004
JIN 20100000019

PLAT OF LOT SPLIT AND CONSOLIDATION
P.P.N. 341-35-002, 341-35-005 AND 341-35-006
SITUATED IN THE CITY OF BROOK PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO
AND KNOWN AS BEING PART OF ORIGINAL DIVIDED TOWNSHIP LOT 35, TRACT 5

APPROVALS

PLANNING COMMISSION
THIS LOT SPLIT AND CONSOLIDATION HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BROOK PARK.

DATE 11/11/2027 BY PLANNING COMMISSION CHAIRMAN
DATE 11/11/2027 BY PLANNING COMMISSION SECRETARY

THE COUNCIL OF THE CITY OF BROOK PARK ORDINANCE NO. _____

DATE 11/11/2027 BY CITY OF COUNCIL
DATE 11/11/2027 BY MEMBER OF COUNCIL

CITY ENGINEER
THIS LOT SPLIT AND CONSOLIDATION HAS BEEN APPROVED BY THE CITY ENGINEER OF THE CITY OF BROOK PARK.

DATE 11/11/2027 BY THOMAS R. PETER, P.E.

OWNER ACCEPTANCE
AT THE UNDERSIGNED OWNERS OF THE LAND SHOWN HEREON (P.N. 341-35-001) DO ACCEPT THIS PLAT OF LOT SPLIT AND CONSOLIDATION OF THE SITES

DATE 11/11/2027 BY SCOTT N. CHRISTENSEN
DATE 11/11/2027 BY SARAH A. LESTER

NOTARY
STATE OF OHIO
COUNTY OF CUYAHOGA

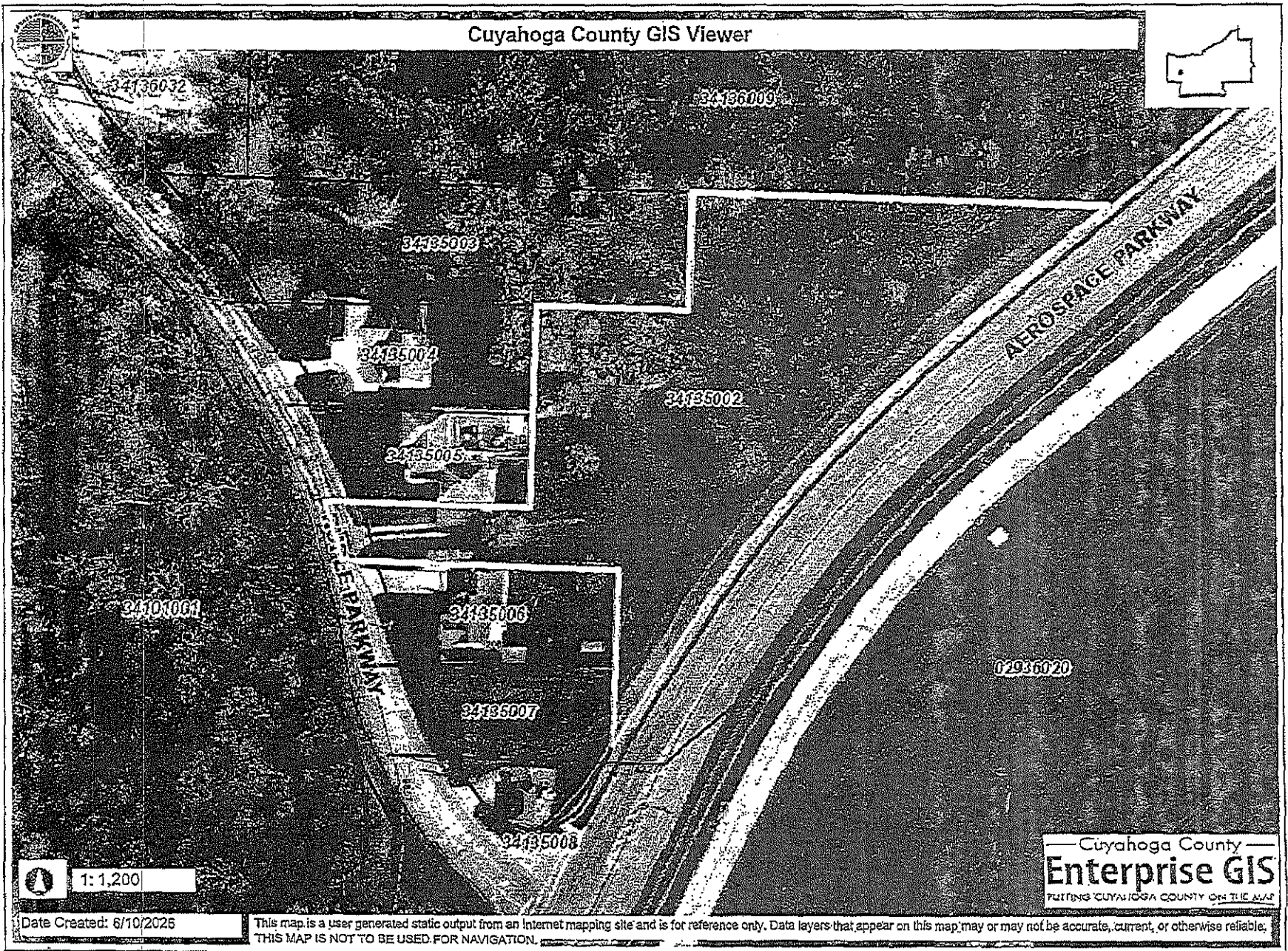
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED OWNERS WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT IT WAS THEIR OWN FREE ACT AND DEED.

AT BROOK PARK, OHIO THIS 11th DAY OF NOVEMBER, 2027.

Thomas R. Peter
NOTARY PUBLIC

AT BROOK PARK, OHIO THIS 11th DAY OF NOVEMBER, 2027.

Thomas R. Peter
NOTARY PUBLIC



PARCEL A
LOT SPLIT P.P.N. 341-35-002

Situated in the City of Brook Park, County of Cuyahoga and State of Ohio, and known as being part of Original Olmsted Township Lot 35, Tract 6 and bounded and described as follows:

Beginning at a 1" iron pin monument found which bears 0.07', S.53°34'44"E. from the intersection of the centerline of Ruple Road, width varies, and the centerline of Aerospace Parkway, width varies, which are dedicated by Plat Volume 289, Page 96 thru Volume 290, Page 2 and Plat Volume 299, Page 98 thru Volume 301, Page 1 Cuyahoga County Map Records;

Thence N.26°23'28" E., 168.19' along the centerline of said Aerospace Parkway to a 1" iron pin monument found which bears 0.22', S.26°23'28"W. from a point of curvature therein;

Thence N.63°36'32" W., 45.00' to a 5/8" iron pin with cap set at an angle point in the westerly line of said Aerospace Parkway and being the **Principal Place of Beginning** of the parcel herein described:

Thence with the following eleven (11) courses:

- 1) S.26°23'28" W., 7.58' along the westerly line of said Aerospace Parkway to a 5/8" iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to the City of Brook Park by AFN 200508191143;
- 2) N.02°10'17" E., 73.98' along the easterly line of said parcel of land conveyed to the City of Brook Park to its intersection with the southerly line of a parcel of land conveyed to Sandra A. Lefevre & Marilyn A. Huff by AFN 200805010578 from which point a "Allison" iron pin found bears 0.13', S.02°08'48" W.;
- 3) N.02°07'25" E., 93.00' along the easterly line of said parcel of land conveyed to Sandra A. Lefevre & Marilyn A. Huff and its prolongation to a 5/8" iron pin with cap set;
- 4) N.87°52'35" W., 74.90' to a 5/8" iron pin with cap set;
- 5) N.02°07'25" E., 206.63' along the prolongation of and the easterly line of a parcel of land conveyed to Dennis P. & Gale J. Patten by Deed Volume 84-1060, Page 12 and the easterly line of a parcel of land conveyed to Scott H. Christensen by AFN 201801090342 to its intersection with the southerly line of a parcel of land conveyed to the City of Brook Park by AFN 200508191145 from which point a 3/4" iron pipe found bears 0.19', N.02°07'25" E., & 0.28', S.87°52'35" E.;

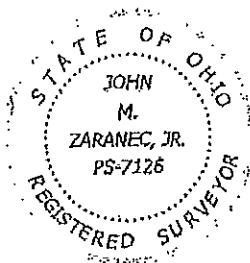
PARCEL A

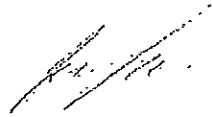
- 6) S.87°52'35" E., 125.30' along the southerly line of said parcel of land conveyed to the City of Brook Park to the Southeast corner thereof from which point a 1/2" iron pin found bears 0.07', N.02°07'25" E., & 0.21', S.87°52'35" E.;
- 7) N.02°07'25" E., 100.00' along the easterly line of said parcel of land conveyed to the City of Brook Park to its intersection with the southerly line of a parcel of land conveyed to the City of Brook Park by AFN 199905121029 from which point a 1/2" iron pin found bears 0.25', N.02°07'25" E., & 0.32', S.87°52'35" E.;
- 8) S.87°52'35" E., 343.72' along the southerly line of said parcel of land conveyed to the City of Brook Park to a 5/8" iron pin with cap set at its intersection with the westerly line of said Aerospace Parkway;
- 9) S.50°01'23" W., 177.21' along the westerly line of said Aerospace Parkway to a 5/8" iron pin with cap set at a point of curvature therein;
- 10) Southwesterly 331.07' along the westerly line of said Aerospace Parkway being the arc of a circle deflecting to the left said curve having a Radius of 1057.34' and a Chord which bears S.41°03'10" W., 329.72' to a 5/8" iron pin with cap set at a point of tangency therein;
- 11) S.31°57'14" W., 105.35' along the westerly line of said Aerospace Parkway to the Principal Place of Beginning and containing 90086 square feet or 2.0681 acres of land.

The bearings used in this description are to an assumed meridian and are intended to indicate angles only.

The above described parcel being part of Auditor's Permanent Parcel No. 341-35-002.

This description was prepared by John M. Zaranec, Jr. P.S. 7126 and was based on a survey performed by the Euthenics, Inc. in September 2024.




John M. Zaranec, Jr. P.S. 7126

Date 09/03/2024

PARCEL B
PART OF P.P.N. 341-35-002 & ALL OF P.P.N. 341-35-005

Situated in the City of Brook Park, County of Cuyahoga and State of Ohio, and known as being part of Original Olmsted Township Lot 35, Tract 6 and bounded and described as follows:

Beginning at a 1" iron pin monument found which bears 0.07', S.53°34'44"E. from the intersection of the centerline of Ruple Road, width varies, and the centerline of Aerospace Parkway, width varies, which are dedicated by Plat Volume 289, Page 96 thru Volume 290, Page 2 and Plat Volume 299, Page 98 thru Volume 301, Page 1 Cuyahoga County Map Records;

Thence N.26°23'28" E., 168.19' along the centerline of said Aerospace Parkway to a 1" iron pin monument found which bears 0.22', S.26°23'28"W. from a point of curvature therein;

Thence N.63°36'32" W., 45.00' to a 5/8" iron pin with cap set at an angle point in the westerly line of said Aerospace Parkway;

Thence S.26°23'28" W., 7.58' along the westerly line of said Aerospace Parkway to a 5/8" iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to the City of Brook Park by AFN 200508191143;

Thence N.02°10'17" E., 73.98' along the easterly line of said parcel of land conveyed to the City of Brook Park to its intersection with the southerly line of a parcel of land conveyed to Sandra A. Lefevre & Marilyn A. Huff by AFN 200805010578 from which point a "Allison" iron pin found bears 0.13', S.02°08'48" W.;

Thence N.02°07'25" E., 93.00' along the easterly line of said parcel of land conveyed to Sandra A. Lefevre & Marilyn A. Huff and its prolongation to a 5/8" iron pin with cap set;

Thence N.87°52'35" W., 74.90' to a 5/8" iron pin with cap set and being the **Principal Place of Beginning** of the parcel herein described;

Thence with the following five (5) courses:

- 1) N.87°52'35" W., 158.53' to its intersection with the centerline of Ruple Road, width varies, 127.26' passing over a 5/8" iron pin with cap set at its intersection with the easterly line of said Ruple Road;
- 2) N.14°17'29" W., 72.77' along the centerline of said Ruple Road to an angle point therein;
- 3) N.30°12'16" W., 55.42' along the centerline of said Ruple Road to its intersection with the southerly line of a parcel of land conveyed to Scott H. Christensen by AFN 201801090342;

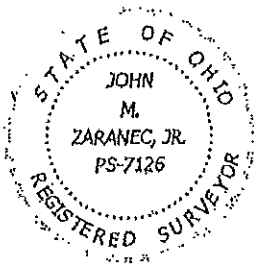
PARCEL B

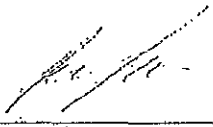
- 4) S.87°52'35" E., 208.73' along the southerly line of said parcel of land conveyed to Scott H. Christensen to its intersection with the westerly line of a parcel of land conveyed to the City of Brook Park by AFN 199905121030 from which point a 5/8" iron pin found bears 0.12', S.02°07'25" W., & 0.09', S.87°52'35" E., 35.50' passing over its intersection with the easterly line of said Ruple Road from which point a 5/8" iron pin found bears 0.43', S.87°52'35" E.;
- 5) S.02°07'25" W, 116.63' along the westerly line of said parcel of land conveyed to the City of Brook Park and its prolongation to the Principal Place of Beginning and containing 20864 square feet or 0.4790 acres of land.

The bearings used in this description are to an assumed meridian and are intended to indicate angles only.

The above described parcel being part of Auditor's Permanent Parcel No. 341-35-002 and all of Permanent Parcel No. 341-35-005,

This description was prepared by John M. Zaranec, Jr. P.S. 7126 and was based on a survey performed by the Euthenics, Inc. in September 2024.




John M. Zaranec, Jr. P.S. 7126

Date 09/03/2024

PARCEL C
PART OF P.P.N. 341-35-002 & ALL OF P.P.N. 341-35-006

Situated in the City of Brook Park, County of Cuyahoga and State of Ohio, and known as being part of Original Olmsted Township Lot 35, Tract 6 and bounded and described as follows:

Beginning at a 1" iron pin monument found which bears 0.07', S.53°34'44"E. from the intersection of the centerline of Ruple Road, width varies, and the centerline of Aerospace Parkway, width varies, which are dedicated by Plat Volume 289, Page 96 thru Volume 290, Page 2 and Plat Volume 299, Page 98 thru Volume 301, Page 1 Cuyahoga County Map Records;

Thence N.26°23'28" E., 168.19' along the centerline of said Aerospace Parkway to a 1" iron pin monument found which bears 0.22', S.26°23'28"W. from a point of curvature therein;

Thence N.63°36'32" W., 45.00' to a 5/8" iron pin with cap set at an angle point in the westerly line of said Aerospace Parkway

Thence S.26°23'28" W., 7.58' along the westerly line of said Aerospace Parkway to a 5/8" iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to the City of Brook Park by AFN 200508191143;

Thence N.02°10'17" E., 73.98' along the easterly line of said parcel of land conveyed to the City of Brook Park to the Northeast corner thereof from which point a "Allison" iron pin found bears 0.13', S.02°08'48" W. and being the **Principal Place of Beginning** of the parcel herein described;

Thence with the following six (6) courses:

- 1) N.87°52'35" W., 165.47' along the northerly line of said parcel of land conveyed to the City of Brook Park to its intersection with the easterly line of Ruple Road, width varies, from which point a "Ciuni" iron pin found bears 0.08', S.02°07'25" W., & 0.27', S.87°52'35" E.;
- 2) N.20°18'34" W., 85.00' along the easterly line of said Ruple Road to a 5/8" iron pin with cap set therein;
- 3) N.87°52'35" W., 31.27' to its intersection with the centerline of said Ruple Road;
- 4) N.14°17'29" W., 13.55' along the centerline of said Ruple Road to a point therein;
- 5) S.87°52'35" E., 233.43' to a 5/8" iron pin with cap set, 31.27' passing over a to a 5/8" iron pin with cap set at its intersection with the easterly line of said Ruple Road;

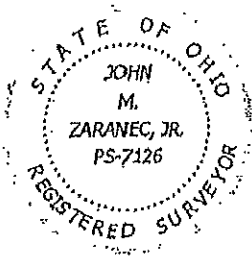
PARCEL C

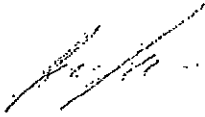
- 6) S.02°07'25" W, 93.00' along the prolongation of and the westerly line of a parcel of land conveyed to the City of Brook Park by APN 199905121030 to the Principal Place of Beginning and containing 17568 square feet or 0.4033 acres of land.

The bearings used in this description are to an assumed meridian and are intended to indicate angles only.

The above described parcel being part of Auditor's Permanent Parcel No. 341-35-002 and all of Permanent Parcel No. 341-35-006.

This description was prepared by John M. Zaranec, Jr. P.S. 7126 and was based on a survey performed by the Euthenics, Inc. in September 2024.





John M. Zaranec, Jr. P.S. 7126

Date 09/03/2024



City of Brook Park
Fire Department

Edward A. Orcutt, Mayor
Eric C. Fike, Chief

June 25, 2026

Board of Zoning Appeals and Planning Commission
City of Brook Park

INRE: 07/13/2026 Planning & Zoning Submittals

To Whom It May Concern,

The Fire Prevention office has no questions or concerns relating to this month's BZA & Planning Commission submittals.

Sincerely,

Brad Smith
Fire Prevention Officer
Brook Park Fire Department

8235 Mohawk Dr. Cleveland, OH 44136
www.euthenics-inc.com

EUTHENICS

MEMO

TO: Jason Monaco, Building Commissioner
FROM: Edward R. Piatak, P.E., Consulting City Engineer
DATE: June 26, 2026
SUBJECT: 0 Ruple (Lot Split-Consolidation) - Planning Commission
CC:

Mr. Monaco:

I have reviewed the Planning Commission Application (July 2026 Meeting) for the above referenced Lot Split and Consolidation and offer the following comments:

1. Plat has been pre-approved by the County.
2. Split/Consolidation will remedy a legacy driveway access issue for PPN 341-03-005.
3. No objections to the Lot Split and Consolidation.

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

EUTHENICS, INC.

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



City of Brook Park

Building Department

Planning Commission 7/13/26

Building Department Notes

0 Ruple Rd., parcel #'s 341-35-002, 341-35-005, and 341-35-006 - Summary of Request -- The applicants are requesting approval to split-off the Ruple Rd. frontage to PPN 341-35-005 and PPN 341-35-006. Ord. 11.03 requires that all lot splits and/or consolidations go before the Planning Commission for approval.

Planning Commission 11.03

(c) Mandatory Referral. No public building or structure, street, boulevard, parkway, park, playground, public ground, bridge, viaduct, tunnel, or other public way, ground works or utility, whether publicly or privately owned, or a part thereof shall be constructed or authorized to be constructed in the City nor shall any public street, avenue, parkway, boulevard or alley be opened for any purpose whatsoever, nor shall any street, avenue, parkway, boulevard or alley be widened, narrowed, relocated, vacated, or its use changed, or any ordinance referring to zoning or other regulations controlling the use or development of land be passed, unless and until the matter shall have been submitted to the Planning Commission for report and recommendation. Any matter so referred to the Planning Commission shall be acted upon by it within forty-five (45) days from the date of referral unless a longer time be allowed by Council. If the Planning Commission shall fail to act within the time allotted, it shall be deemed to have approved the matter. If any provision of such ordinance, resolution or order is disapproved by formal action of the Planning Commission, the adoption of such ordinance, resolution or order shall require a two-thirds (2/3) affirmative vote of all members of the Council for passage.

P/C _____
CA _____
1st R _____
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

RESOLUTION NO: 16-2026

INTRODUCED BY: COUNCIL AS A WHOLE

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO CONSTRUCT AND
OPERATE A BUSINESS WAREHOUSE AT 15300 BROOKPARK ROAD IN THE U7-C
ZONING DISTRICT, AND DECLARING AN EMERGENCY**

WHEREAS, the conditional use requested is to construct and operate a business warehouse located at 15300 Brookpark Road in the U7-C Zoning District; and

WHEREAS, the request for a conditional use permit was presented at a public hearing on July 13, 2026 to the Brook Park Planning Commission, which referred this matter to Council for approval; 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 City of Brook Park finds that the proposed conditional use permit requested is appropriate in the location for which it is proposed and grants a conditional use permit to construct and operate a business warehouse located at 15300 Brookpark Road, Brook Park, Ohio, in the U7-C Zoning District, as shown by attached as Exhibit "A".

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 in a U7-C Zoning District to construct and operate a business warehouse, located at 15300 Brookpark Road; therefore provided that this

RECEIVED

AUG 26 2026

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

EXHIBIT

"A"

TO:	Carol Johnson, Clerk of Council w/Enclosures
CC:	Mayor Orcutt Carol Horvath, Law Director brookparksalvatore@gmail.com agonzalez@cityofbrookpark.com jamesmencini@yahoo.com sroberts@cityofbrookpark.com rscott@cityofbrookpark.com tdufour@cityofbrookpark.com bpoinindexter@cityofbrookpark.com dmccorkle@cityofbrookpark.com w/Enclosures
FROM:	Carol Dell, Secretary BZA & Planning Commission Secretary
DATE:	July 14, 2026
RE:	Planning Commission Recommendation

The Brook Park Planning Commission met on July 13, 2026, regarding approval for a Conditional Use Permit. By vote of 6-0, the Planning Commission voted to approve a conditional use Permit, for the following:

- **REQUEST A CONDITIONAL USE PERMIT TO CONSTRUCT AND OPERATE A BUSINESS WAREHOUSE AT 15300 BROOKPARK ROAD | LOCATED IN THE U7-C ZONING DISTRICT | ORDINANCE 1121.40**

Property Owner/Agent: Terry Pawuk/Pawuk Realty LLC

Agent: Penny Peterlin

Planning Commission's recommendation for this project must be forwarded to City Council for final action

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

RECEIVED

JUL 14 2026

BROOK PARK CITY COUNCIL

PAGE 2
JULY 13, 2026

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

See attached 2026 Planning Commission Application; Engineer, Building Commissioner and Fire Prevention Officer's comments.

PROPERTY OWNER/AGENT:

Terry Pawuk/Pawuk Realty LLC

Thank you,

Carol Dell

Secretary, City of Brook Park Planning Commission
Building Department 216/433-7412 (cdell@cityofbrookpark.com)

BROOK PARK PLANNING COMMISSION

The Brook Park Planning Commission met on July 13, 2026, regarding approval for a Conditional Use Permit. By a vote of 6-0, the Planning Commission voted to recommend approval for the following:

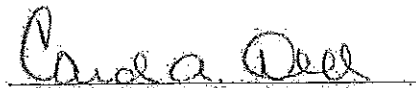
- **REQUEST A CONDITIONAL USE PERMIT TO CONSTRUCT AND OPERATE A BUSINESS WAREHOUSE AT 15300 BROOKPARK ROAD | LOCATED IN THE U7-C ZONING DISTRICT | ORDINANCE 1121.40**

Property Owner/Agent: Terry Pawuk/Pawuk Realty LLC

Agent: Penny Peterlin

Planning Commission's recommendation for this project must be forwarded to City Council for final action

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


Secretary, Planning Commission

7-14-26
Date



CITY OF BROOK PARK

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

JUN 17 2026

Email | buildingdept@cityofbrookpark.com
Office | 216.433.7412

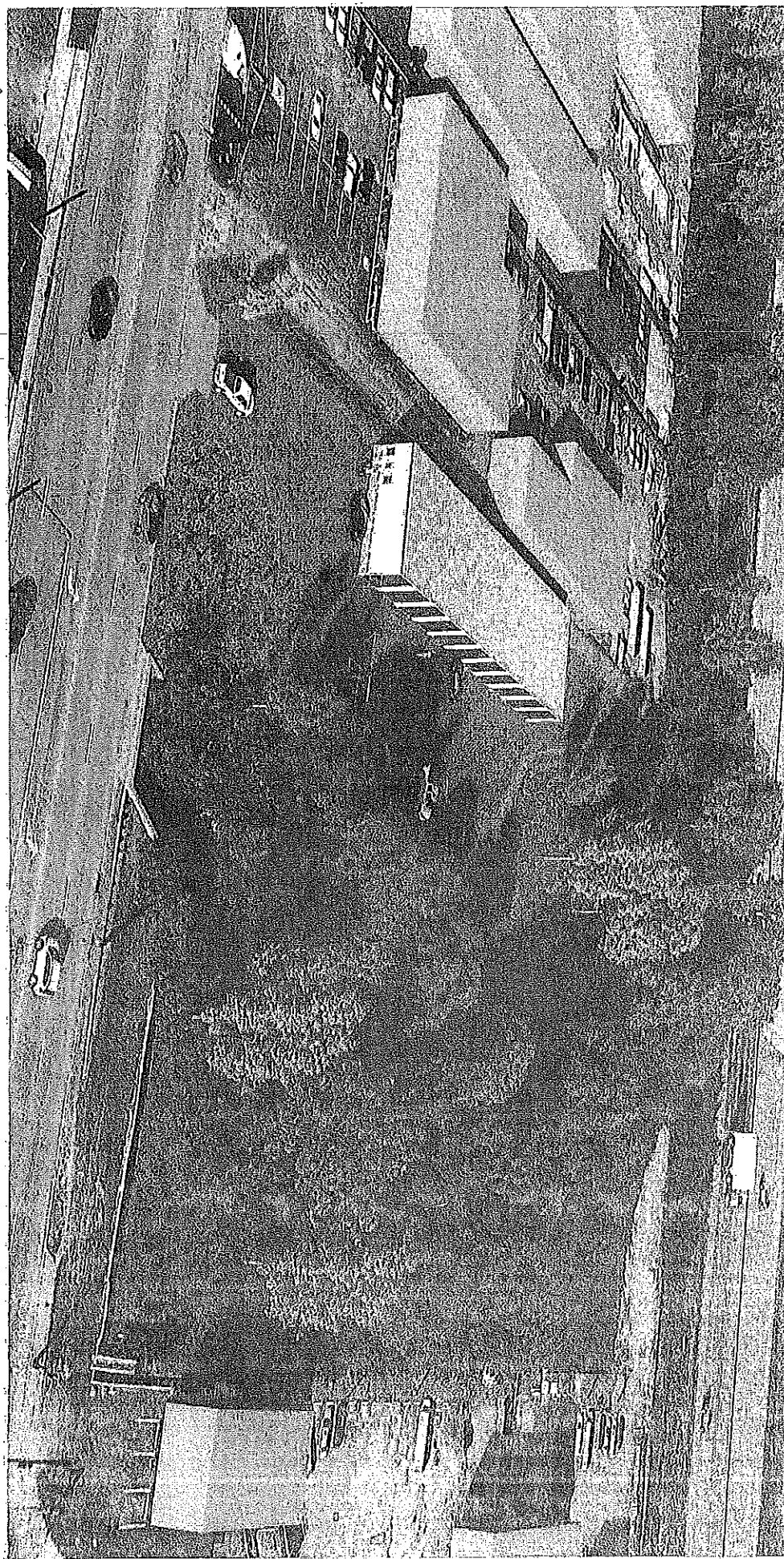
2026 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	15300 Brookpark Rd	☐ RESIDENTIAL ☒ COMMERCIAL	ZONE	
PARCEL #	34435016	BUSINESS NAME (if applicable)	Pawuk Realty	

PROPERTY OWNER NAME(S)	Terry Pawuk	Pawuk Realty LLC	☒ Will Attend Meeting	
Phone #	440 821-5644	Email	feerco2@msn.com	
Street Address	9425 Brookpark Rd	CITY	Parma	ZIP 44129
AGENT/CONTACT PERSON NAME(S)	Same			☒ Will Attend Meeting
Phone #		Email		
Street Address		CITY		ZIP

APPROVAL(S) REQUESTED	☐ Aesthetic / Project ²	☒ Conditional Use Permit ²	
	☐ Front Porch	☐ Billboard ¹	☐ Telecommunication Tower ¹
	☐ Re-Zone ³	☐ Lot Split ⁴	☐ Lot Consolidation ⁴
	☐ 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	The project involves the ground up construction of a 10-unit multi-tenant warehouse facility to meet the needs of small enterprises and established companies.		

APPLICANT SIGNATURE		☒ Owner ☒ Agent	DATE	June 12, 2026
---------------------	--	---	------	---------------



CITY OF BROOK PARK, OHIO

1/C
CA 5-11-21
1st R 5-18-21
2nd R
3rd R
1/C

RESOLUTION NO: 8-2021

INTRODUCED BY: COUNCIL AS A WHOLE

A RESOLUTION GRANTING THE CONDITIONAL USE PERMIT TO OPERATE A
MINI WAREHOUSE/STORAGE UNIT FACILITY, AT 15300 BROOKPARK ROAD,
LOCATED IN THE U7-C DISTRICT, AND DECLARING AN EMERGENCY

WHEREAS, on May 3, 2021, the Planning Commission approved and referred to Council a request for a Conditional Use Permit to operate a warehouse/storage unit facility, with black ornamental fencing to be installed along Brook Park Road frontage as a condition at 15300 Brookpark Road located in the U7-C District.

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

SECTION 1: The Conditional Use Permit to operate a mini warehouse/storage unit facility at 15300 Brookpark Road, located in the U7-C District, with the condition that black ornamental fencing be installed along the Brook Park Road frontage, approved by the Planning Commission on May 3, 2021, is hereby authorized and approved by the Council of the City of Brook Park.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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 action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to approve this Conditional Use Permit; 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: May 18, 2021

M. P. Menclini
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazek
Clerk of Council

APPROVED: [Signature]
MAYOR

5/18/21
DATE

CERTIFICATE

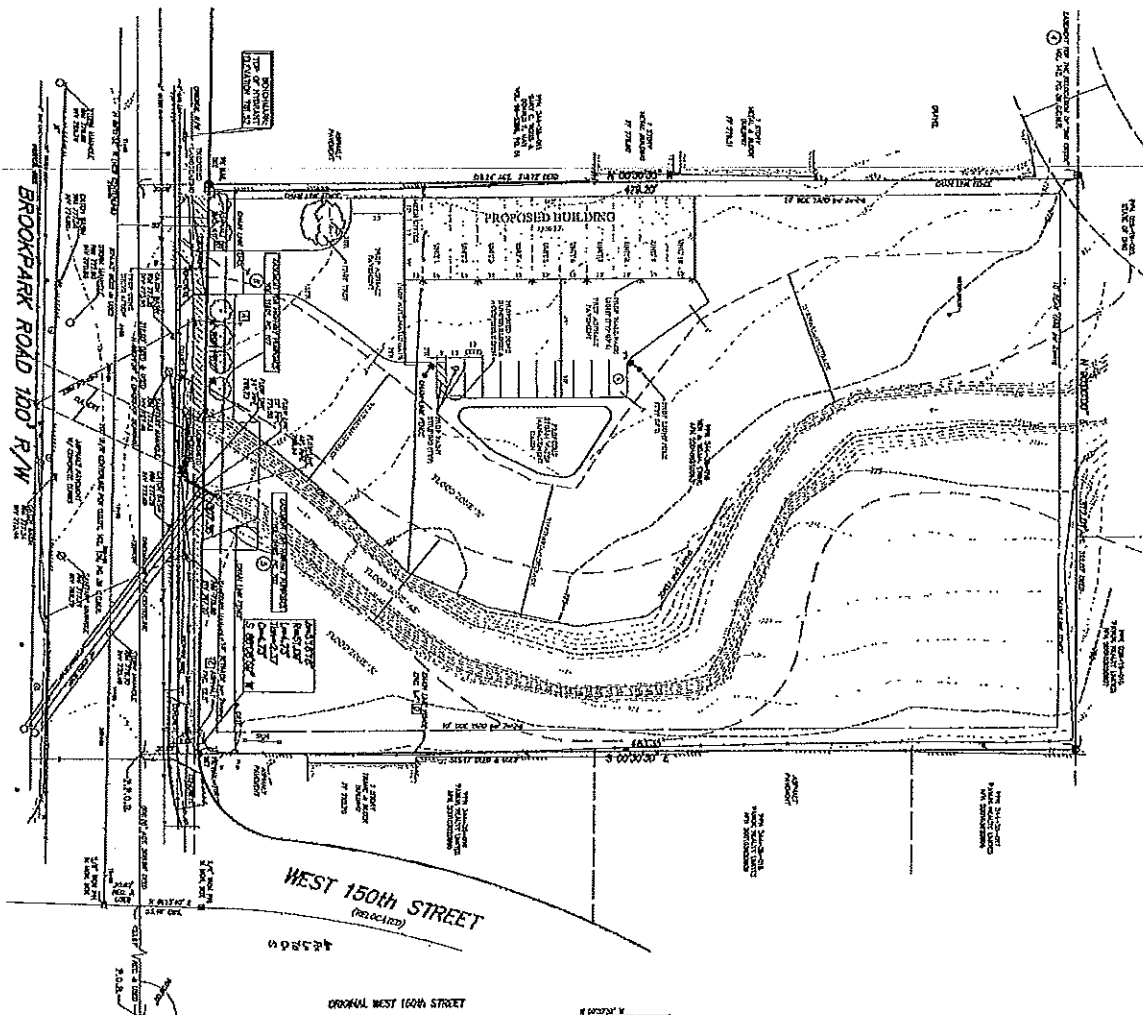
Michelle Blazek, Clerk of Council, of the City of Brook
Park, Ohio, do hereby certify that the foregoing is a
true and accurate copy of Ordinance No. 8-2021
passed on the 18th day of May
2021 by said council.
Michelle Blazek
Clerk of Council

I, Michelle Blazek, Clerk of Council for the City of Brook Park, State of
Ohio, do hereby certify that there is no newspaper of general circulation
in the municipality and that publication of the foregoing ordinance/
resolutions was made by posting true copies at five of the most public
places in said municipality as determined by Ordinance No. 4974-1975,
City Hall 6167 Engle Road, Police Station 17401 Holland Road,
#2 Fire Station 22110 Maple Parkway, #3 Fire Station 17401 Holland Road,
Brook Park Library 6165 Engle Road, for a period of fifteen days,
commencing May 24, 2021
Michelle Blazek
MICHELLE BLAZEK
Clerk of Council

	Yea	Nay
Troyer	☒	☐
Menclini	☒	☐
Orcutt	☒	☐
Scott	☒	☐
Schwartz	☒	☐
Potter	☒	☐
Salvatore	☒	☐

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

[Signature]
DIRECTOR OF LAW



SITE DATA

USE DISTRICT	UT-C (BROOKPARK ROAD CORRIDOR, SPECIAL DISTRICT)
LOTS AREA	0.449 AC.
PROJ. SETTING AREA	1200 S.F. (FOOTPRINT)
NUMBER OF BUILDINGS	1
NUMBER OF STORIES	1
SEGV. YARD	10'
REAR YARD	10'
NUMBER OF PARKING SPACES	9
NUMBER OF PARKING SPACES	9
TOTAL PARKING SPACES	18

FLOOD ZONE

NO FLOOD ZONE IDENTIFIED ON THIS SITE.

LEGEND

- PROPOSED IMPROVEMENTS
- EXISTING IMPROVEMENTS
- PROPOSED PARKING SPACES

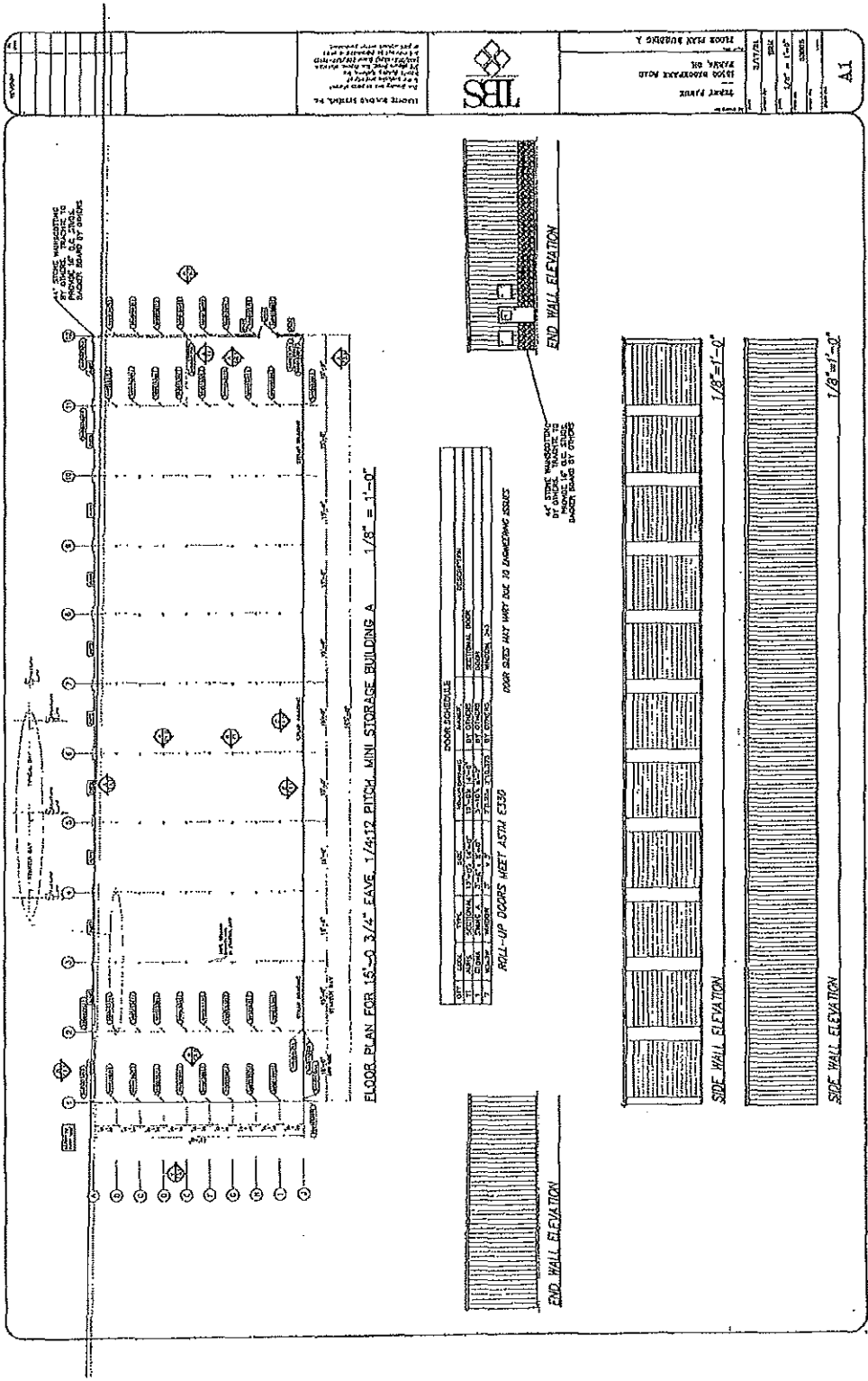
PROPOSED BUILDING IS A 1200 S.F. FOOTPRINT. THE BUILDING IS TO BE CONSTRUCTED ON THE EXISTING LOT. THE BUILDING IS TO BE CONSTRUCTED ON THE EXISTING LOT. THE BUILDING IS TO BE CONSTRUCTED ON THE EXISTING LOT.

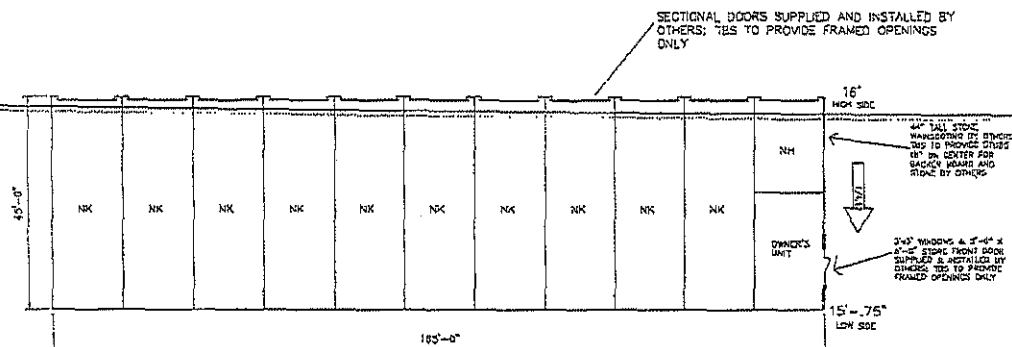
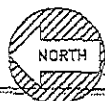


Scale: 1" = 30'

David J. Danner Professional Engineer State of Ohio No. 62709	15300 BROOKPARK STORAGE SITE IMPROVEMENTS 15300 BROOKPARK RD. BROOK PARK, OH	PAWUK REALTY LIMITED 2775 SCOTTSDALE CIRCLE WESTLAKE, OHIO 44145	DATE: 09-29-2020 10:40:20
	1 OF 1 Project No. 2020-257	PRELIMINARY SITE PLAN	DANNER

1500 BROADWAY APT 10
NEW YORK, NY 10014
TEL: 212 691 1234

[illegible]



A - 45'-0" x 165'-0" x 15'-7 1/2" 1/4:12 PITCH LEAN-TO BUILDING SYSTEM

UNIT MIX

LABEL	UNIT SIZE	# UNITS	%	SQ. FEET
NH	15 x 20	1	8.3	300
Owner	15 x 25	1	8.3	375
NK	15 x 45	10	83.3	6750
TOTAL		12	100	7425

** THE ABOVE PLAN MAY NOT REFLECT THE Duplications OF SECTION 903.2.9 OF THE 2012 OR 2015 IBC CODE WHICH MAY REQUIRE 3 HOUR FIREWALLS EVERY 2,500 SQFT OR MAY REQUIRE YOU TO SPRINKLE THE BUILDING.

*** TRACHTE RECOMMENDS (IN USA ONLY) THAT ALL PROJECTS REQUIRE A NUMBER OF UNITS BE ADA ACCESSIBLE IF A CUSTOMER CHOOSES TO NOT CONFORM TRACHTE WILL NOT BE HELD ACCOUNTABLE.

"NOTICE"

NO FABRICATION CAN BE SCHEDULED OR BEGUN UNTIL "APPROVED" OR "APPROVED AS NOTED" DOCUMENTS ARE RECEIVED BY TRACHTE BUILDING SYSTEMS.

COMPLETE THE FOLLOWING:

- ____ APPROVED - RELEASE FOR FABRICATION
- ____ APPROVED AS NOTED - RELEASE FOR FABRICATION
- ____ NOT APPROVED - REVISE AND RESUBMIT

SIGNATURE _____

COMPANY _____

DATE ____/____/____

TRACHTE BUILDING SYSTEMS, Inc.

This drawing and all parts thereof is the exclusive property of Trachte Building Systems, Inc. 314 Naburn Road, San Prairie, Wisconsin (800/356-2024) (Local 508/837-7899) and may not be reproduced in whole or part without written permission.



Revisions:

By:

Job Description:

PAGE 1 of 1

Terry Pawuk

15300 Brookpark Road
Brook Park, OH

Sheet Title

Plan #

Name: Matt

Scale: 1" = 30'

Date: 1/23/21

FLOOR PLAN

53885

SALES ONLY

STORM WATER MANAGEMENT EASEMENT

FOR

15300 BROOKPARK ROAD

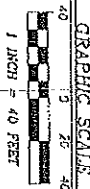
KNOWING AS BEING PART OF ORIGINAL HOCKESSY TOWNSHIP

SECTION NO. 2, NOW SITUATED IN THE

CITY OF BROOKPARK

COUNTY OF CUYAHOGA - STATE OF OHIO

McSteen
LAND SURVEYORS



LEGEND

--- EASEMENT LINE
--- EASEMENT LINE
--- EASEMENT LINE

--- EASEMENT LINE

DATE CALCULATED DISTANCE OR ANGLE

REC. RECORD DISTANCE OR ANGLE

TO BE USED

FOR RECORD

FOR CUYAHOGA COUNTY MAP RECORDS

FOR CUYAHOGA COUNTY DEED RECORDS

LINE DATA

LINE	BEARING	DISTANCE
L1	S 89°19'42" E	22.65'
L2	S 81°11'15" E	11.62'
L3	S 72°23'51" E	41.25'
L4	S 72°23'51" E	10.00'
L5	S 17°56'49" W	20.00'
L6	S 26°42'35" W	33.28'
L7	N 62°17'27" W	32.81'
L8	N 62°17'27" W	20.01'

POINT OF
COMPLETION

PLACE OF
BEGINNING

BROOKPARK ROAD S.W. (S.R. 17) (60')

BROOKPARK ROAD S.W. (60')

PROV. 34-35-010
S.W. 34-35-010
N.W. 34-35-010
S.W. 34-35-010

DIG CREEK TRIBUTARY

Job No: 21-223
Date: August 16, 2021
Drawn By: TEF
© 2021 McSteen & Associates, Inc.



Project No. 21-223
August 16, 2021

LEGAL DESCRIPTION
Stormwater Management Easement
15300 Brookpark Road
Brookpark, Ohio

Course No. 10: thence North $71^{\circ} 45' 48''$ West, 77.37 feet to a point;

Course No. 11: thence South $36^{\circ} 54' 36''$ West, 35.28 feet to a point;

Course No. 12: thence South $45^{\circ} 00' 06''$ West, 43.75 feet to a point;

Course No. 13: thence North $0^{\circ} 20' 49''$ East, 88.73 feet to a point;

Course No. 14: thence North $69^{\circ} 37' 57''$ West, 32.61 feet to a point;

Course No. 15: thence South $0^{\circ} 20' 49''$ West, 115.76 feet to a point;

Course No. 16: thence South $41^{\circ} 17' 31''$ West, 69.39 feet to a point;

Course No. 17: thence South $0^{\circ} 18' 58''$ West, 41.43 feet to a point on the northerly right-of-way of Brookpark Road;

Course No. 18: thence North $88^{\circ} 19' 47''$ West, along the northerly right-of-way of Brookpark Road, 20.01 feet to the PLACE OF BEGINNING, containing *0.255 acres*, more or less, but subject to all highways, covenants, and easements of legal record as prepared in August 2021 by *McSteen Land Surveyors* under Project No. 21-223.



Project No. 21-223
August 16, 2021

LEGAL DESCRIPTION
Stormwater Management Easement
15300 Brookpark Road
Brookpark, Ohio

Situated in the City of Brookpark, County of Cuyahoga, State of Ohio, being part of Original Rockport Township Section No. 2, and part of Cuyahoga County Auditor's Parcel Number 344-35-016, now or formerly owned by Pawuk Realty Limited, as recorded in AFN 201408010332 of Cuyahoga County Deed Records, and being more completely described as follows:

Commencing at the southwest corner of said Pawuk Realty Limited land, being on the northerly right-of-way line of Brookpark Road S.W. (State Route 17) (60 feet wide); thence South 88° 19' 47" East along the northerly right-of-way of Brookpark Road, 22.09 feet to a point and being the PLACE OF BEGINNING for the parcel herein described;

- Course No. 1: thence North 0° 18' 58" East, 48.43 feet to a point;
- Course No. 2: thence North 41° 17' 31" East, 69.40 feet to a point;
- Course No. 3: thence North 0° 20' 49" East, 128.31 feet to a point;
- Course No. 4: thence South 89° 37' 57" East, 64.66 feet to a point;
- Course No. 5: thence South 51° 11' 36" East, 11.62 feet to a point;
- Course No. 6: thence South 70° 26' 58" East, 41.25 feet to a point;
- Course No. 7: thence South 0° 20' 49" West, 10.59 feet to a point;
- Course No. 8: thence South 71° 45' 48" East, 75.98 feet to a point;
- Course No. 9: thence South 17° 56' 49" West, 20.00 feet to a point;



City of Brook Park
Fire Department

Edward A. Orcutt, Mayor
Eric C. Fike, Chief

June 25, 2026

Board of Zoning Appeals and Planning Commission
City of Brook Park

INRE: 07/13/2026 Planning & Zoning Submittals

To Whom It May Concern,

The Fire Prevention office has no questions or concerns relating to this month's BZA & Planning Commission submittals.

Sincerely,

Brad Smith
Fire Prevention Officer
Brook Park Fire Department

MEMO

TO: Jason Monaco, Building Commissioner

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

DATE: June 26, 2026

SUBJECT: 15300 Brookpark Road (Conditional Use Permit) – Planning Commission

CC:

Mr. Monaco:

I have reviewed the Planning Commission Application (July 2026 Meeting) for the above-mentioned request located at 15300 Brookpark Road and offer the following comments:

1. Zoning is not identified on the application.
2. Site Improvements are subject to revision based on review of detailed plans and code conformance.
3. No comments on Conditional Use Permit request.

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

EUTHENICS, INC.

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



City of Brook Park

Building Department

Planning Commission 7/13/26 Building Department Notes

15300 Brookpark Rd., parcel #344-35-016 – Summary of Request – The applicants are requesting a conditional use permit to construct and operate a business warehouse at the parcel listed above. The plans submitted do not give specifics to determine compliance with setbacks, rear yards, sideyards, or front yards. The plans submitted show 10 parking spots, the Brook Park Ordinances would require 12 spaces. The plans do not specify curbs on the parking lot, Brook Park Ordinances require minimum 6" curbs. The plans provided do not show brick facing on the building, the Brook Park Ordinances require that no commercial building shall be constructed unless all exterior walls visible from the street are completely faced with either brick conforming to ASTM standard C-21 (solid brick) or C-652 (hollow brick) or C-1088 (thin brick), natural stone, architectural concrete masonry units (CMU), approved concrete panels or an approved masonry, the color and design approved of by the Planning Commission.

1121.40 U-7 BROOKPARK ROAD CORRIDOR SPECIAL DISTRICT AND U-7AE ADULT ENTERTAINMENT SUB-DISTRICT.

(e) Permitted Uses. Buildings and land shall be used, and buildings shall be designed, erected, altered or maintained, in whole or in part, in the U-7 Special District only, for uses specifically permitted in the U-7 Special District, as set forth in the following schedule and regulations:

(2) Conditional uses. Conditional uses are those uses that have some special impact or uniqueness such that their effect on the public health, safety, convenience, comfort, prosperity and general welfare in the City of Brook Park cannot be determined in advance.

The U-7 Special District has been divided into zones that are designed to guide uses with like impacts into concentrated areas. These zones are:

- Zone A: Transportation
- Zone B: Light Industry/Commercial
- Zone C: Automotive Services
- Zone D: Highway Oriented

CITY OF BROOK PARK, OHIO

RESOLUTION NO: 13-2026

INTRODUCED BY: Mayor Orcutt

P/C _____
CA 8/18/26
1st R 8/18/26
2nd R _____
3rd R _____
B/C _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND ADMINISTER AN AMENDED SCOPE OF WORK FOR THE INNOVATIVE FINANCE AND ASSET CONCESSION (IFAC) GRANT AWARDED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, BUILD AMERICA BUREAU, APPROVING THE COOPERATIVE AGREEMENT ATTACHED AS EXHIBIT "A", AND DECLARING AN EMERGENCY.

WHEREAS, the City of Brook Park was awarded an Innovative Finance and Asset Concession (IFAC) Grant by the United States Department of Transportation, Build America Bureau, in the amount of One Million Dollars (\$1,000,000.00); and,

WHEREAS, the purpose of the IFAC Grant Program is to provide funding to public entities to explore innovative financing, alternative delivery methods, and public-private partnership opportunities for transportation infrastructure projects; and,

WHEREAS, the City's original grant application proposed utilizing the funding to procure expert services related to the delivery of transportation infrastructure projects supporting stadium development through a Construction Manager At-Risk (CMAR) delivery method; and,

WHEREAS, subsequent coordination among federal, state, and local stakeholders determined that an ODOT-led project delivery approach would provide greater administrative efficiency, improved interagency coordination, and streamlined communication among participating governmental entities; and,

WHEREAS, as a result of this change in project delivery strategy, the City desires to amend the scope of work associated with the IFAC Grant; and,

WHEREAS, the City proposes to utilize the grant funds to evaluate, plan, and develop recommendations regarding the implementation of an Intelligent Transportation System (ITS), a technology-driven transportation network designed to optimize traffic operations, enhance roadway safety, improve mobility, and increase transportation system efficiency through real-time data collection, monitoring, and management; and,

RECEIVED

AUG 14 2026

WHEREAS, the City Council finds that the amended use of the grant funds remains consistent with the overall objectives of the IFAC Grant Program and supports the City's transportation infrastructure needs associated with future economic development initiatives; and,

WHEREAS, the City Council finds that the amended use of the grant funds remains consistent with the overall objectives of the IFAC Grant Program and supports the City's transportation infrastructure needs associated with future economic development initiatives; and

WHEREAS, the terms and conditions governing the administration, reimbursement, reporting, record retention, compliance requirements, and performance obligations associated with the IFAC Grant are set forth in the Cooperative Agreement between the United States Department of Transportation, Build America Bureau, and the City of Brook Park, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

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

SECTION 1: The Mayor is hereby authorized and directed to accept and administer the amended scope of work for the Innovative Finance and Asset Concession (IFAC) Grant awarded by the United States Department of Transportation, Build America Bureau, in the amount of One Million Dollars (\$1,000,000.00), to execute any and all documents necessary to obtain approval of such amendment and any related grant administration requirements, and to carry out the City's obligations under the Cooperative Agreement attached hereto as Exhibit "A".

SECTION 2: The Cooperative Agreement between the United States Department of Transportation, Build America Bureau, and the City of Brook Park, attached hereto as Exhibit "A", is hereby acknowledged and accepted. The City shall administer the grant funds and comply with all applicable reimbursement, accounting, reporting, audit, record retention, procurement, and grant management requirements contained therein.

SECTION 3: The grant funds shall be utilized for the evaluation, assessment, planning, and development of recommendations concerning the implementation of an Intelligent Transportation System (ITS) and related transportation technology improvements supporting roadway operations, traffic management, safety, mobility, and infrastructure planning within the City and surrounding project area.

SECTION 4: The Mayor, the Director of Finance, the Director of Law, and any other appropriate City officials are hereby authorized to take all actions necessary to carry out the intent of this Resolution.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any committees thereof that resulted in such formal action were conducted in meetings open to the public in compliance with all legal requirements.

SECTION 6: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the timely administration of federal grant funding and transportation planning activities; wherefore, this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: _____

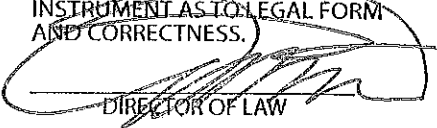
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

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

DATE


DIRECTOR OF LAW



Innovative Finance and Asset Concession Grant Program Cooperative Agreement

Contents

<u>COOPERATIVE AGREEMENT TERMS AND CONDITIONS</u>	<u>4</u>
<u>APPLICABLE AUTHORITIES</u>	<u>4</u>
<u>ADDITIONAL AUTHORITIES.....</u>	<u>4</u>
<u>SUBPART A. GENERAL PROVISIONS.....</u>	<u>4</u>
<u>Definitions.....</u>	<u>4</u>
<u>Order of Precedence</u>	<u>5</u>
<u>Flow Down Requirement</u>	<u>5</u>
<u>Period of Performance.....</u>	<u>5</u>
<u>Contracting.....</u>	<u>5</u>
<u>Budget.....</u>	<u>5</u>
<u>Budget Period.....</u>	<u>5</u>
<u>Cost Sharing or Matching Funds</u>	<u>5</u>
<u>Direct Assistance</u>	<u>6</u>
<u>Role of the Recipient.....</u>	<u>6</u>
<u>Role of DOT's Grant Program Director (GPD).....</u>	<u>8</u>
<u>Role of DOT's Grant Program Manager (GPM).....</u>	<u>8</u>
<u>Role of DOT's Grant Technical Advisor (GTA).....</u>	<u>8</u>
<u>Role of DOT's Grant Management Specialist (GMS).....</u>	<u>8</u>
<u>Degree of DOT Involvement.....</u>	<u>8</u>
<u>Monitoring and Reporting Requirements</u>	<u>9</u>
<u>Site Visits and Desk Review</u>	<u>10</u>
<u>Unauthorized Promotion or Endorsement of Goods or Services</u>	<u>10</u>
<u>Work Products.....</u>	<u>10</u>
<u>News Releases.....</u>	<u>11</u>
<u>Property Standards</u>	<u>11</u>
<u>Intangible Property.....</u>	<u>11</u>
<u>Computer Software</u>	<u>11</u>
<u>Record Retention and Access to Records Monitoring</u>	<u>11</u>
<u>Restrictions on Public Access to Records and Privacy Act.....</u>	<u>11</u>
<u>Performance Goals and Measurements</u>	<u>12</u>
<u>Basic Considerations</u>	<u>12</u>
<u>Labor Rates</u>	<u>13</u>
<u>Indirect Costs</u>	<u>13</u>

<u>Pre-Award Costs</u>	<u>13</u>
<u>Program Income.....</u>	<u>13</u>
<u>Profit or Fee</u>	<u>13</u>
<u>Federal Payment.....</u>	<u>13</u>
<u>Financial Management and Internal Controls</u>	<u>14</u>
<u>Audit.....</u>	<u>14</u>
<u>Transportation and Travel.....</u>	<u>15</u>
<u>SUBPART C. MISCELLANEOUS PROVISIONS.....</u>	<u>15</u>
<u>Federal Law and Public Policy Requirements.....</u>	<u>15</u>
<u>Prior Written Approvals.....</u>	<u>15</u>
<u>Key Personnel.....</u>	<u>15</u>
<u>Procurement.....</u>	<u>15</u>
<u>Subawards.....</u>	<u>16</u>
<u>In-Person Conferences, Trainings, and Other Events</u>	<u>16</u>
<u>System of Award Management and Unique Entity Identifier Requirements</u>	<u>16</u>
<u>Remedies for Noncompliance.....</u>	<u>16</u>
<u>Objections, Hearings and Appeals</u>	<u>16</u>
<u>Suspension of Agreement</u>	<u>16</u>
<u>Termination of Agreement.....</u>	<u>17</u>
<u>Termination/Expiration of Agreement Procedures.....</u>	<u>17</u>
<u>Non-Discrimination</u>	<u>17</u>
<u>Closeout.....</u>	<u>18</u>
<u>After-the-Award Requirements.....</u>	<u>18</u>
<u>ATTACHMENT 1. U.S DEPARTMENT OF TRANSPORTATION CONTACT INFORMATION</u>	<u>20</u>
<u>ATTACHMENT 2. RECORD RETENTION.....</u>	<u>21</u>
<u>ATTACHMENT 3. BILLING REQUIREMENTS.....</u>	<u>23</u>
<u>ATTACHMENT 4. U.S. DEPARTMENT OF TRANSPORTATION AND FEDERAL ASSURANCES</u>	<u>26</u>
<u>Attachment 4.1.....</u>	<u>26</u>
<u>Attachment 4.2.....</u>	<u>31</u>
<u>Attachment 4.3.....</u>	<u>34</u>
<u>Attachment 4.4.....</u>	<u>36</u>
<u>Attachment 4.5.....</u>	<u>38</u>
<u>Attachment 4.6.....</u>	<u>41</u>
<u>ATTACHMENT 5. NON-DISCRIMINATION ASSURANCES</u>	<u>42</u>
<u>APPENDIX A.....</u>	<u>45</u>
<u>APPENDIX B.....</u>	<u>47</u>

APPENDIX C.....49

APPENDIX D.....50

APPENDIX E.....51

COOPERATIVE AGREEMENT TERMS AND CONDITIONS

This Cooperative Agreement (Agreement) funds and sets out the terms and conditions (Provisions) governing a collaborative effort between the Department of Transportation (DOT) and the **City of Brook Park** (Recipient) for project, **Brook Park Infrastructure Improvements Program**.

This is a cost reimbursement Cooperative Agreement. The responsibility for conducting activities under this Agreement lies primarily with the organization named in this Agreement (Recipient). DOT, through its designated representatives, shall consult and coordinate in the conduct of the activities performed during the period of this Agreement. By signing the signature page, the Recipient accepts the terms and conditions, as stated.

APPLICABLE AUTHORITIES

Unless otherwise noted, this Agreement incorporates the provisions from DOT's Notice of Funding Opportunity (NOFO) for the **Innovative Finance and Asset Concession Grant Program (IFACGP or the Program)** for the Fiscal Years 2024, 2025 and 2026, the Recipient's federal assistance application submitted in response to the NOFO, and the documents submitted to DOT to execute this Agreement.

This Agreement requires the Recipient to comply with the applicable requirements of part 200 of Title II of the Code of Federal Regulations (2 CFR part 200) and the DOT's implementation of those requirements at 2 CFR part 1201. Program Evaluation is encouraged for grant recipients and subrecipients, however is not required.

ADDITIONAL AUTHORITIES

The authority for funding this Agreement incorporates Public Law No. 117-58, the Consolidated Appropriations Act, 2022, Section 71001 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58).

SUBPART A. GENERAL PROVISIONS

The purpose and scope of this Agreement is to facilitate and evaluate public-private partnerships in which the private sector partner could assume a greater role in project planning, development, financing, construction, maintenance, and operation, including by assisting eligible entities in entering into Asset Concessions consistent with the Budget Details of the award and the eligible activities and requirements outlined in the NOFO through technical assistance or expert services, as amended by this Agreement. All activities, services, and products completed under this Agreement must align with this general scope and purpose. The Recipient is expected to implement the project via a proposal and quarterly reporting, which require collaboration with and approval by DOT's Grant Management Specialist (GMS) and DOT's Grant Technical Advisor (GTA). Approved work products are incorporated by reference in this Agreement. The award must not be used in the implementation of any other matters not set forth in this Agreement, except as may be reasonably related or incidental to the implementation of the purpose and scope of this Agreement.

Definitions

This Agreement applies and incorporates the same meaning of terms, defined directly, or incorporated by

reference, in the NOFO and at 2 CFR 200.1, unless otherwise specified within the applicable and additional authorities (above) or within these Provisions.

Order of Precedence

In the event of an inconsistency in the provision or execution of this Agreement, the following order of precedence applies: (a) applicable Federal laws and regulations, (b) these Provisions, and (c) work products approved by DOT.

Flow Down Requirement

The Recipient is legally and financially responsible for all aspects of the activities funded under this Agreement, including funds provided to contractors (including consultants) and subrecipients as referenced in 2 CFR 200.332. Further, as required by 2 CFR 200.327, in all applicable contracts, the Recipient must include and require compliance with the provisions at Appendix II of 2 CFR part 200.

Period of Performance

The Period of Performance (POP) for this Agreement is included on the award document signature page. Performance period extensions shall be made consistent with 2 CFR 200.308 and 2 CFR 200.309.

Contracting

Prior approval of all contracting services will be required in coordination with DOT's Grant Program Manager (GPM), along with final GPM approval. Procurements for and contracts with grantee-contracted advisors procured for this award must comply with the requirements set forth in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; also refer to contractor determinations in 2 CFR 200.331.

Budget

DOT's financial obligations to the Recipient will not exceed the amount of federal funding awarded to date, as reflected on the signature page of this agreement. DOT is not liable for any costs the Recipient incurs in anticipation of receiving additional funds from DOT or any costs the Recipient incurs in a manner inconsistent with the terms of this Agreement.

Budget Period

The budget period for the award is 36 months in length beginning on the start date of the performance period. The Recipient is authorized to expend funds awarded based on DOT-approved work products. Requested budget period extensions for both the award and the work product must be made consistent with 2 CFR 200.308.

Cost Sharing or Matching Funds

The maximum value of cooperative agreements is \$2 million. Cooperative agreements of up to \$1 million are offered at 100 percent federal share (no required non-federal match). Amounts in excess of \$1 million are offered at 50 percent federal share (50 percent required non-federal match). For example, a cooperative agreement of \$2 million in federal aid would be matched by \$1 million of non-federal funds, supporting a \$3 million effort.

Direct Assistance

If the Proposed Activities include direct assistance for an Asset Concession, the following conditions apply:

(1) the Asset Concession shall not prohibit, discourage, or make it more difficult for a Recipient to construct new infrastructure, to provide or expand transportation services, or to manage associated infrastructure in publicly beneficial ways, along a transportation corridor or in the proximity of a transportation facility that was a part of the Asset Concession;

(2) the Recipient shall have adopted binding rules to publish all major business terms of the proposed Asset Concession not later than the date that is 30 days before entering into the Asset Concession, to enable public review, including a certification of public interest based on the results of an assessment under subparagraph (4);

(3) the Asset Concession shall not result in displacement, job loss, or wage reduction for the existing workforce of the Recipient or other public entities;

(4) the Recipient or the concessionaire shall carry out a value-for-money analysis, or similar assessment, to compare the aggregate costs and benefits to the Recipient of the Asset Concession against alternative options to determine whether the Asset Concession generates additional public benefits and serves the public interest;

(5) the full amount of any Asset Concession payment received by the Recipient under the Asset Concession, less any amount paid for transaction costs relating to the Asset Concession, shall be used to pay infrastructure costs of the Recipient; and

(6) the terms of the Asset Concession shall not result in any increase in costs under the asset concession being shifted to taxpayers the annual household income of whom is less than \$400,000 per year, including through taxes, user fees, tolls, or any other measure, for use of an approved infrastructure asset.

(7) Not later than three years after the date on which a Recipient enters into an Asset Concession as a result of a grant under this section—

i. the Recipient shall hire an independent auditor to evaluate the performance of the concessionaire based on the requirements described in subparagraphs (1) through (6); and

ii. the independent auditor shall submit to the Recipient, and make publicly available, a report describing the results of the audit under subparagraph (i).

Role of the Recipient

The Recipient must:

- (1) Comply with the terms and conditions of this Agreement;
- (2) Collaborate with DOT staff in implementation and monitoring of the project, including identifying specific metrics and deliverables within the first 90 days of Period of Performance;
- (3) Comply with IFACGP deliverable table below:

Deliverable	Approximate Due Date	Section 508 Compliant?
Kick-off Meeting Conduct a kick-off meeting with USDOT at a mutually agreed-upon location, date and time.	Within 4 weeks of Period of Performance Start Date	No
Reporting & Meeting Submit semi-annual Performance Goals Progress report and quarterly Federal Financial (SF-425) and Quarterly Narrative reports to document activities performed, anticipated activities, progress toward meeting performance goals and metrics, and any changes to schedule or anticipated issues. Quarterly meetings or as needed to discuss the quarterly report, performance goals report, work plan updates, and project status will be coordinated and scheduled by the Grant Program Manager. For grants with asset scanning activities, provide asset information including, but not limited to, asset description, current use, potential zoning uses, objectives for the asset, any known environmental, technical, or financial issues, and market analysis to be shared by DOT with private entities for potential project analysis, business plan development, and contact information to share proposals with potential project sponsors.	Semi-annual reporting is due 30 days after the end of the Federal Fiscal Year Q2 and Q4. Quarterly reporting is due 30 days after the end of every Federal Fiscal quarter. Asset Information at completion of asset scan activities	Yes
Project Management Plan The Recipient shall submit to USDOT's GTA for approval a Project Management Plan, which shall include, at a minimum: - A Statement of Work, with a description of Tasks and Sub-Tasks by which the project work activities will be organized, executed, and monitored; - A Project Schedule (Gantt Chart or equivalent) displaying begin and end times for each Task and Sub-Task, plus achievement of Project Milestones; - A Project Budget, displaying planned expenditures for each Task, with a further breakdown by Cost Element for each Task, and by the federal share vs. non-federal share, if applicable. - A description of major Project Milestones, including key Reports, start of operations of important systems or subsystems, and other important deliverables or events; - A Risk Management Plan, which includes identification and assessment and of all known risks, assignment of risk roles and responsibilities, processes for monitoring and controlling risks, and a risk registry;	Within 45 days of Period of Performance Start Date	No

Closeout Report Submit a closeout report to the Build America Bureau that describes the findings and effectiveness of the program. The specific format and contents of this report shall be discussed during the kickoff meeting and approved by the Grant Program Manager (GPM), Grants Technical Advisor (GTA), and Grant Management Specialist (GMS).	Within 120 calendar days after the performance period or termination of this Agreement	Yes
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Role of DOT's Grant Program Director (GPD)

The GPD is the DOT official authorized to execute and/or administer this award. The GPD is identified as the DOT official on the award document. The GPD is responsible for approving awards and amendments that obligate or de-obligate funds, suspending and terminating awards, and performing other responsibilities that are set forth in this Agreement.

Role of DOT's Grant Program Manager (GPM)

The GPM is responsible for oversight of the Grant Management Team (GTA & GMS) activities to include but not limited to, all financial and administrative aspects of the award and all business management aspects of the award.

Role of DOT's Grant Technical Advisor (GTA)

The GTA will have overall responsibility for monitoring the conduct and progress of the project, including conducting site visits, and reviewing financial and performance reports with the Grant Management Specialist (GMS) and other appropriate DOT staff. The GTA will provide substantial input, in collaboration with both the Recipient and DOT subject matter experts, in the planning and implementation of work products approved by the Grant Team. The GTA will provide written recommendations to the Grant Team regarding work product approval and performance period extensions. Also, the GTA will participate in the acceptance and publication of work products and materials, to make them available to the public.

Role of DOT's Grant Management Specialist (GMS)

The GMS is responsible for all financial and administrative aspects of the award. The GMS will also assist the GTA in monitoring the conduct and progress of the project, including conducting site visits, and reviewing financial and performance reports. Further, the GMS will ensure that the award is operated in compliance with this Agreement. Questions concerning the applicability of regulations and policies to this Agreement, and all requests for required prior approvals, such as requests for permission to expend funds for certain items, should be directed to the GMS. Required approvals, including work product approvals, must be provided in writing to the Grant Team to include: GPD, GPM, GTA, & GMS. The GMS will be responsible for communicating the required approvals.

Degree of DOT Involvement

The DOT anticipates substantial Federal involvement with the Recipient during performance period of this project. The anticipated Federal involvement will include:

- Review of deliverables as defined by the proposal from the Recipient
- Reviewing draft project documents and plans for approval and comment
- Reviewing semi-annual performance reports and final reports from the Recipient
- Convening quarterly meetings with the recipient to review project activities, schedule, and progress toward the scope of work

- Identifying relevant federal technical assistance programs aligned with the IFACGP efforts to share with grantee as additional funding, finance, and technical assistance opportunities.
- Assigning federal agency staff to serve as liaisons with grantee.
- Reviewing and approving changes in key personnel or scope changes
- Oversight of ongoing compliance with applicable federal regulations
- Budget oversight, including reviewing and reimbursing monthly invoices for incurred costs and receiving notification when budgets are 50% and 90% expended.

Monitoring and Reporting Requirements

- (1) **Requirements.** This Agreement incorporates the reporting requirements of 2 CFR 200.512 (Report submission), 2 CFR 200.328 (Financial reporting), 2 CFR 200.329 (Monitoring and reporting program performance), and 2 CFR 200.330 (Reporting on real property). Accordingly, the reporting frequencies are identified below. DOT may adjust these frequencies to respond to award management deficiencies or to implement requirements of the applicable authorities. Failure to comply with these reporting requirements is considered a material noncompliance.

Reporting Requirements for Recipients	Frequency
Project Management Reporting • Performance Report • Narrative Report • Financial Report (SF-425)	SA Q Q
Closeout Reporting • Final Performance Report • Final Property Report (SF-428 & SF-428B)	F F
Other Reporting (where applicable) • Intellectual Property Report • Invention Report • Equipment/Property Report (SF-428) • Annual Financial Statement Audit (not the same as a Single Audit)	A Y Y RA
A – Within a week after the event F – Final; within 120 calendar days after the performance period or termination of this Agreement, whichever is first. Q – Quarterly; within the 30 days following the end of the Federal fiscal year quarters SA – Semi-Annually; within the 30 days following the end of two Federal fiscal year quarters Y – Yearly; within 90 calendar days after the end of the annual report period RA - Within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.	

- (2) **Performance reporting.** The Recipient will include the requirements of the “Performance Goals and Measurements” provision, of this Agreement, in its work products and track for inclusion in its performance report for each work product.
- (3) **Submission to DOT.** The Recipient must submit reports to both the GTA and GMS, in a manner directed by DOT and provided guidance in Attachment 1.
- (4) **Restrictions.** Reports submitted in non-DOT systems must not contain any Protected Personal

Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Site Visits and Desk Review

DOT may perform site visits and desk reviews, as per 2 CFR 200.329(f), to monitor project progress and to ensure full accountability for Federal funds and compliance with this Agreement.

Unauthorized Promotion or Endorsement of Goods or Services

While receiving technical assistance, the Recipient or any of its personnel will not sell or promote its own or any other products or services. Neither the Recipient nor its personnel may imply that DOT endorses any product or service produced by non-DOT funding, nor use the name of DOT or any division of DOT to sell any product or service. For funding jointly administered by DOT and another Federal agency, the Recipient provides the same assurances to both agencies.

Work Products

- (1) **Sharing Work Products.** The Recipient agrees to make available to the public the work products produced under this Agreement. Work products include studies, plans, market analyses, estimates, schedules, agreements, asset information, public outreach materials, performance reports, audits and any other documents produced while effectuating the purpose of this Agreement. Work products will be made publicly available in a manner and location determined by DOT.
- (2) **Draft and Final Products.** The GTA and GMS may review and will accept or deny draft and final products. The Recipient must submit to the GTA and the GMS draft and final products developed under this Agreement. DOT will determine the manner in which products are submitted. Deliverables, quotations therefrom, paraphrasing, and disclosures of draft or interim findings must not be published by the Recipient or other participants in the work without DOT approval. In addition, except for open-source code, DOT reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work products, in whole or in part (including creating derivative works), for federal government purposes and to authorize others to do so, DOT's license applies to: (1) the copyright in any work developed under this award, sub-award, or contract awarded under this cooperative agreement; and (2) any rights of copyright to which the Recipient or its personnel, including contractors, purchases ownership with award funds from this Agreement. In addition, DOT may make any work that was developed under this Agreement publicly available by any means without restriction, including on a DOT website, or social media account, as a hard copy, or in electronic form. DOT also reserves the right, at its discretion, not to publish deliverables and other materials (e.g., reports, publications, manuals, and training curricula) developed under this cooperative agreement as DOT resources.
- (3) **Acknowledgment of Support.** Products, including tools, publications, training materials, and online resources (material), developed under this Agreement, may include the DOT's logo, provided the GMS has approved the products and provides written permission to use the DOT logo. In addition, the Recipient must include the following acknowledgment and disclaimer on all products unless another version is authorized:

“This material is based upon work supported, in whole or in part, by Federal award number [insert award number] awarded to [name of Recipient] by the U.S. Department of Transportation.”

The substance and findings of the work are dedicated to the public. Neither the United States Government nor any of its employees make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s), the U.S. Government, or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, DOT or any Federal agency.

News Releases

All press releases or public issuances regarding the underlying Project made during the performance period for this Agreement must be reviewed and approved by DOT before release.

Property Standards

The property standards at 2 CFR 200.310 through 200.316, as modified by 2 CFR 1201.313, apply to this Agreement and set forth the requirements for insurance coverage, real property, equipment, supplies, intangible property, and other property.

Intangible Property

- (1) This Agreement incorporates the requirements of 2 CFR 200.315.
- (2) DOT will not retain exclusive rights to technical data, software, and analytic code previously developed by the Recipient or its personnel and used in the performance of work supported by this award. Computer software and “open-source” code available to the public prior to the work of this award may remain in the public domain.

Computer Software

- (1) Software, especially computer software used for online products, must be commercially available off-the-shelf.
- (2) Requests for exceptions to computer software standards must be submitted in writing to DOT.

Record Retention and Access to Records Monitoring

This Agreement incorporates the requirements at:

- 200.334 Retention requirements for records.
- 200.335 Requests for transfer of records.
- 200.336 Methods for collection, transmission, and storage of information.
- 200.337 Access to records.

Restrictions on Public Access to Records and Privacy Act

This Agreement incorporates the requirements of 2 CFR 200.338. In the event of improper use or disclosure of protected personally identifiable information, the Recipient agrees to immediately report the incident to the GMS.

Performance Goals and Measurements

To implement 2 CFR 200.301, 2 CFR 200.329, and the applicable authorities, in collaboration with the responsible DOT parties to this Agreement, the Recipient must develop a specific performance plan based on DOT-provided performance measures. The Recipient's performance plan must track progress and report on the effectiveness of each deliverable. The Recipient must propose, track and report project accomplishments against the following performance measures:

Goal	Metric
Goal 1: Provide benefits to the community through transportation projects.	• Increase collaboration with the private sector during project planning
Goal 2: Increase grant recipient's capacity, knowledge, and skills to execute transportation projects.	• Hire staff and/or procure consultants to serve as advisors within six months of the project's performance period start date
Goal 3: Engage, educate, and listen to the community throughout the project planning process.	• Conduct at minimum one stakeholder outreach initiative • Create a best practices document based on learnings from the project
Goal 4: Advance the transformational project(s) closer to delivery.	• Complete all planned asset analyses for all existing assets • Provide an implementation plan or next steps for each asset at the conclusion of the project

SUBPART B. FINANCIAL PROVISIONS

Basic Considerations

This Agreement, including the work products, incorporates the basic cost principles of 2 CFR part 200:

- 200.402 Composition of costs.
- 200.403 Factors affecting allowability of costs.
- 200.404 Reasonable costs.
- 200.405 Allocable costs.
- 200.406 Applicable credits.
- 200.407 Prior written approval (prior approval).
- 200.408 Limitation on allowance of costs.
- 200.409 Special considerations.
- 200.410 Collection of unallowable costs.
- 200.411 Adjustment of previously negotiated indirect (F&A) cost rates containing unallowable costs.

Failure to provide adequate supporting documentation may result in a determination by DOT that those costs are unallowable.

Labor Rates

This Agreement incorporates the labor rate submitted in the recipient's cost estimate. These rates are used for the purposes of determining reasonableness of direct labor costs, in accordance with 2 CFR part 200, including 2 CFR 200.404. All direct labor costs charged to this award require DOT approval, unless otherwise authorized by the GMS.

Indirect Costs

- (1) This Agreement incorporates the requirements of 2 CFR 200.414 and the NOFO.
- (2) If indirect costs are included in the budget, the Recipient must include documentation to support the indirect cost rate it is using. The Recipient is only entitled to reimbursement of indirect costs. The Recipient may use a current Federally-approved and negotiated indirect cost rate agreement with DOT concurrence. If the Recipient does not have a negotiated indirect cost rate agreement, it must submit its first indirect cost rate proposal to its cognizant federal agency for review and approval. The Recipient may elect to use, if eligible, up to 15 percent de minimis rate per 2 CFR 200.414(f).
- (3) If the Recipient is seeking reimbursement of indirect costs, the Recipient is responsible for maintaining an approved rate for the life of the award. The Recipient is required to reconcile the difference between its provisional indirect cost rate and final rate for the same year. The Recipient is not entitled to more than the unspent award amount, for underpayments.

Pre-Award Costs

The Recipient will incur pre-award costs at its own risk, after the date of the DOT selection announcement and prior to the start date of the award performance period.

The incurrence of pre-award costs in anticipation of an award imposes no obligation on DOT either to make the award or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

Program Income

Pursuant to 2 CFR 200.307(a), any program income earned during the award period, as a result of award activities, must be added to the funds committed to the award and used to further eligible activities supported by this Agreement. Program income earned after the award must be returned to the Federal government. Before using program income, any affected work product shall be revised and approved by DOT to include the use of program income.

Profit or Fee

No increment (fee or profit) above cost may be paid to the Recipient or subrecipient under this award, except as otherwise expressly provided by law. The term "subrecipient" does not include the Recipient's procurement of goods and services, such as maintenance contracts for equipment or facilities, contracts for communication services, etc.

Federal Payment

- (1) **Payment Method.** Payment by reimbursement is the only payment method under this Agreement. This Agreement incorporates the payment requirements of 2 CFR 200.305. The Debt Collection Improvement Act of 1996 requires payment be made by electronic funds

transfer. Electronic transfer shall be made from DOT's Delphi system to the Recipient's bank account on file with DOT. DOT will reimburse labor and direct costs incurred by the Recipient, including subcontractors. See attachment 3 for billing requirements.

- (2) **Labor and Direct Costs.** DOT will reimburse labor and direct costs incurred by the Recipient, including subcontractors. Recipient should maintain a system for recording all project costs. Invoices may be transmitted to DOT monthly.
- (3) **Reimbursement Limitation.** DOT financial obligations to the Recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the Recipient incurs costs in anticipation of receiving additional funds from DOT, it does so at its own risk.
- (4) **Timing of Submittals.** Invoices should be transmitted to DOT monthly with a completed SF270, all corresponding invoices, and timesheets.
- (5) **Payment approval.** Consistent with 2 CFR 200.305(b)(3), DOT will determine approval of payment requests submitted through Delphi as soon as practical, but not later than 30 days after the Recipient's request is received, unless the billing is improper, or an extenuating circumstance requires additional DOT time to approve a payment request.
- (6) **Unauthorized Drawdown of Federal Funds.** The Recipient must immediately refund DOT any amounts drawn down in excess of the authorized amounts. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOT interest earned on advances drawn in excess of disbursement needs and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable. The GPD, in collaboration with the Technical Assistance Division, will determine the appropriate refund method.

Financial Management and Internal Controls

This Agreement incorporates the financial management systems requirements in 2 CFR 200.302, and internal controls set forth in 2 CFR 200.303.

Audit

- (1) **Single or Program-Specific Audits.** This Agreement incorporates the audit requirements of 2 CFR 200.501, 2 CFR 200.514 and 2 CFR 200.507.
DOT may require the Recipient to complete a Program-Specific Audit in accordance with 2 CFR 200.507. Audits must be guided by Appendix XI of 2 CFR part 200.
- (2) **Financial Statement Audit Required.** DOT may require the Recipient to have an annual financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).
- (3) Audits must be submitted in a manner either described at 2 CFR 200 Subpart F or reference in this Agreement, within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. This requirement applies to all Recipients, including commercial and not-for-profit organizations.
- (4) Failure to comply with these audit requirements is considered material noncompliance.
- (5) DOT will reimburse the Recipient for eligible costs associated with audits allowed by this Agreement as indicated within the Recipient's award budget.

Transportation and Travel

This Agreement incorporates the requirements of 2 CFR 200.475. All travel activities require prior approval from the GMS, as per 2 CFR 200.407.

SUBPART C. MISCELLANEOUS PROVISIONS

Federal Law and Public Policy Requirements

- (1) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (2) The Recipient hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will certify that it will comply with the assurances listed in Attachment 4 of this agreement. The Recipient must sign each of the assurances located in Attachment 4. The assurances attached cover the following:
 - Certification regarding debarment, suspension, and other responsibility matters
 - Requirements regarding delinquent tax liability or a felony conviction under any federal law
 - Recipient policy to ban text messaging while driving - DOT Order 3902.10
 - Certification regarding drug-free work-place requirements
 - Compliance with the Trafficking Victims Protection Act (TVPA) of 2000 and implementing regulations in 2 CFR 175
 - Lobbying and 49 CFR 20

Prior Written Approvals

The Agreement incorporates and applies the prior approval requirements of 2 CFR 200.407 to the entire project, including changes to the award and the associated work product. The Recipient must comply with 2 CFR 200.407 before incurring certain costs under the award, including costs incurred pursuant to a work plan.

Key Personnel

Definition. "Personnel" means employees of the Recipient, or any contractor(s), or team members, and consultants engaged by any of those entities.

The key personnel specified in the Recipient's application are considered essential to the work being performed under this Agreement. Any change to the key personnel assigned to a work product or included in the Recipient's application is considered a revision of program plans and requires compliance with 2 CFR 200.407 and advance written notice to and approval by the GPM. The notice must include a revised application along with a justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the award or work product.

Procurement

The Recipient's process for acquiring goods and services under this award must comply with 2 CFR

200.317 through 200.327, as modified by 2 CFR 1201.317. Agreements executed by the Recipient must comply with this Agreement, as applicable, and include the contract provisions set forth in Appendix II to 2 CFR part 200, as applicable to the contract. The recipient will need to submit specific procurement documents for review prior to the entering into agreements with contractors and consultants. The documents include but are not limited to solicitations, specifications, contract agreements and any other document requested by DOT.

Subawards

The use of sub-awards is subject to the specific written, prior approval of DOT. Any subaward made by a Recipient must comply with the requirements in 2 CFR 200.331- 200.333. When making subawards, the Recipient must comply with the reporting requirements of 2 CFR 170. This requirement provides guidelines for reporting of information on subawards and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006.

In-Person Conferences, Trainings, and Other Events

This Agreement incorporates the requirements of 2 CFR 200.432, including the regulations referenced in the same section, and the related DOT standards.

System of Award Management and Unique Entity Identifier Requirements

This Agreement incorporates the requirements of 2 CFR part 25, including Appendix A to part 25, which includes the requirement for the Recipient to maintain an active registration in the System of Award Management (www.sam.gov). An active SAM registration with the unique entity identifier (UEI) is required until the Recipient submits its final financial report or receives the final payment under this Agreement, whichever is later. The Recipient may not make a subaward to any entity that has not provided its unique entity identifier number.

Remedies for Noncompliance

This Agreement incorporates the remedies for noncompliance included at:

- 200.339 Remedies for noncompliance.
- 200.340 Termination.
- 200.341 Notification of termination requirement.
- 200.342 Opportunities to object, hearings and appeals.
- 200.343 Effects of suspension and termination.

Objections, Hearings and Appeals

The Recipient may object to any remedy for noncompliance as outlined in 2 CFR 200.342, the Recipient may submit written objections or appeals to DOT via email, within 60 days of an initial DOT decision. A decision from the GPD or the appropriate DOT senior executive official shall be the final decision of DOT.

Suspension of Agreement

DOT may suspend this Cooperative Agreement by giving written notice of this suspension to the **City of Brook Park**, instructing the Recipient not to incur additional obligations, or disburse funds, pending the Recipient's action to correct violations of the terms and conditions of this Cooperative Agreement.

Failure by the **City of Brook Park** to take the corrective actions specified in the Notice of Suspension within thirty (30) days of receipt of said notice may result in termination of this Cooperative Agreement.

Termination of Agreement

Consistent with 2 CFR 200.340, DOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (1)(a) The Recipient fails to obtain or provide any Recipient matching funds as required by the agreement;
 - (b) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (c) The Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Recipient;
 - (d) Circumstances cause changes to the Project that DOT determines are inconsistent with DOT's basis for selecting the Project to receive an award; or
 - (e) DOT determines that termination of this agreement is in the public interest.
- (2) In terminating this agreement under this section, DOT may elect to consider only the interests of DOT.
 - (3) The Recipient may request that DOT terminate the agreement under this section.

Termination/Expiration of Agreement Procedures

DOT may provide additional time and/or resources to closeout upon expiration or termination of this Cooperative Agreement. The Recipient must provide DOT a written report detailing all open business within five (5) days of expiration or termination of this Cooperative Agreement.

Non-Discrimination

The Recipient hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d) and implementing regulations (49 CFR part 21, including any amendments thereto), related nondiscrimination statutes (i.e., 23 U.S.C. 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance.

The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 CFR 21.7 and 27.9) are incorporated in the agreement and are located in Attachment 5. The assurances in Attachment 4 must be executed and signed by the Recipient with a separate signature in addition to the Recipient's signature for this agreement.

Closeout

This Agreement incorporates the requirements of 2 CFR 200.344. DOT will initiate the administrative closeout of the cooperative agreement after receiving evidence that all technical work and administrative requirements have been completed. The Recipient shall furnish all required documents in support of the closeout of the cooperative agreement within the timeframes requested by the Government. The anticipated timeframe to complete administrative closeout of the cooperative agreement will not exceed six (6) months.

After-the-Award Requirements

This Agreement incorporates the requirements of 2 CFR 200.345 and 2 CFR 200.346 for post-closeout adjustments and the collection of amounts due.

ENTIRE AGREEMENT

This document embodies the entire Agreement between the **City of Brook Park** and the DOT. This Cooperative Agreement may be amended, altered, or any of its provisions waived only in writing and signed by both parties. **The agreement will become effective when all parties have signed. The effective date of this agreement will be the date this agreement is signed by the last party.**

PARTIES EXECUTING THIS COOPERATIVE AGREEMENT

Federal Award and Obligation Amount: \$1,000,000.00

Non-Federal Match Amount: \$0.00

Period of Performance: November 2, 2026 to November 1, 2029

This Cooperative Agreement is entered into by the United States Department of Transportation, Build America Bureau, District of Columbia.

By: _____

Morteza Farajian, Executive Director
Build America Bureau
U.S. Department of Transportation

This Cooperative Agreement is entered by the **City of Brook Park**.

By: _____

(Signature)

Date: _____

(month/day/year)

(Print Name)

Title: _____

**ATTACHMENT 1. U.S DEPARTMENT OF TRANSPORTATION CONTACT
INFORMATION**

All responses to provisions of this Agreement, which require communication with DOT, should be sent using the contact information below.

E-mail: InnovativeFinanceTA@dot.gov

For regular and overnight delivery:

Innovative Finance and Asset Concession Grant Program
Build America Bureau
Department of Transportation
1200 New Jersey Ave SE
Washington, DC 20590

ATTACHMENT 2. RECORD RETENTION

Financial Records Financial Status Reports
Final Financial Status Report
Requests for Reimbursements
Copies of Audits (federal and private)
Copies of Audit Responses
Copies of all tax reports filled with the IRS, state, and local governments

Deposits and Receipts

Monthly Bank Statements and Reconciliations
Written Procedures for Spending Funds

All Contracts:

- Contracts with Other Groups
- Consultant Contracts
- Insurance Policies
- Service/Maintenance Contracts
- Sole Source Contract Justifications
- Construction Contracts
- Bid Documents
- Performance Bonds
- Indirect Cost Documentation

Chart of Accounts

Ledgers

Cash Disbursement Journals

Payroll Register for Each Employee

Supporting Documentation for All Expenditures:

- Purchase Orders
- Vouchers
- Receipts
- Petty Cash Vouchers
- Deposit Receipt for Petty Cash Reconciliation
- Travel Reimbursement (with receipts where applicable)
- Time and Attendance Records
- Price Quotations

Equipment Inventory Listing

Nonprofit Parent or Sponsoring Organization Records

Articles of Incorporation

- Corporate Charter with a Nonprofit Status
- Constitution and By-laws
- Federal Charitable Organization Designation (501(c)(3))
- FICA Waiver of Exemption
- List of Board Members
- Monthly/Quarter/Annual Reports (whichever is applicable)
- Minutes of Board Meetings
- All Pertinent Correspondence Related to Work Under Award
- Copy of Written Personnel Policies

Project Records

Approved Work Products

Approved Budget Narratives

Grant Award Notice

Special Conditions

Program Modification Requests

Budget Modification Requests

Award Adjustment Notices

Copies of Required Quarterly Reports (Narrative and Financial)

Copy of Close-out Documents (Narrative and Financial)

Pertinent Correspondence Related to This Award (incoming and outgoing)

Lists of Work Force/Advisory/Community Organization Meetings Related to the Performance of Work under the Award

Evaluations Conducted as Required by the Award

Letters of Appreciation

Personnel Folders:

Resumes

Letters of Employment

Documentation of Pay Raises

Nondisclosure Agreement(s)

ATTACHMENT 3. BILLING REQUIREMENTS

Not more than ninety (90) days following service delivery related to each DOT-approved work products, the Recipient of this Agreement is required to submit payment requests for allowable costs incurred. Payment requested must be submitted to DOT at a frequency that is not less than once every Federal fiscal year quarter. Payment requests that are not submitted timely must include a justification for the delayed submission. Payment requests for actual costs incurred must comply with the allowable cost standards of this Agreement.

All payment requests from the Recipient must be submitted to DOT and approved by DOT using the Delphi eInvoicing system.

(1) Documentation submitted with payment requests. The following documentation must accompany any requests for payment of eligible technical assistance services provided:

- (a) The voucher number, cooperative agreement award number, funding source, and work product plan number or name. A single voucher must include costs for work product under the same award; a voucher must not include work product associated with different awards.
- (b) Total amount of the payment request for the voucher, the bill period, and amount by work product.
- (c) The following certification statement: "I certify that the data contained in this document, as well as any information provided in the accompanying voucher, are true, correct, actual, and that all outlays were made in accordance with the cooperative agreement conditions and applicable Regulations. I also certify that all contractors and/or consultants have certified to the same certification statements, and the certifications on file for future inspection and audit."

(d) Program-specific documentation of actual costs, including reports from the Recipient's financial management system, which must be supported by the documents in the Recipient's program files. Unless exempted by 2 CFR, the Recipient must generate reports from its financial management system supporting and documenting salaries, wages, travel, and all other payments for each employee, contractor personnel, and consultant that conducted work under the subject voucher. The report(s) supporting payment requests must include:

- i. The cooperative agreement award number, funding source, and work product number or name.
- ii. Dates of the activities/actual costs by work product.
- iii. The name and position/title of each employee, contractor personnel, and consultant by work product; dates with applicable hours worked; the compensation rate attributable to the employee, contractor personnel and consultant; and travel costs by each employee, contractor personnel, and consultant. **Do not** include individuals, such as senior management or other staff, whose costs are included in the indirect cost rate calculation.
- iv. Actual activity, not estimates of activity, of each employee, contractor personnel and consultant.
- v. The federally-approved indirect cost rate used, and the total indirect costs.
- vi. If applicable, the approved G&A rate used, and the total G&A rate costs.
- vii. A cumulative amount of funds expended by work product and by the award.
- viii. A cover page with the voucher number, cooperative agreement award number, funding source, current and historic cumulative totals by work product number and by award.

(2) File documentation. In addition to the applicable record retention items included in Attachment 2 or elsewhere in this Agreement, the Recipient must maintain, at a minimum, the following documentation in its files and the documentation must be available for DOT review during an on-site monitoring visit, for submission when the Grants Team or GPD request particular documentation for remote monitoring purposes, and for submission when the GTA, GMS or GPD request particular documentation to assess payment requests from the Recipient:

(a) Documentation to support salary costs, such as timesheets signed by the responsible supervisory official having knowledge of the activities performed by the employee and by the employee, or an electronic equivalent. In signing, the supervisor and employee would be verifying that the technical assistance activities were performed and that the report is true and accurate.

(b) For direct costs, invoices/receipts to support the charge for the costs and a certification for these costs. Documentation or an electronic equivalent signed by the employee who incurred the costs indicating the expense was incurred pursuant to the subject technical assistance activities.

(c) Copies of invoices submitted by the contractor/consultant along with the contract. The invoices should include the dates of services, the hours worked attributable to the services, the rate of compensation, the nature of the services provided, an itemized list of other costs, if any, the office for which the services were performed, and the total billed amount.

(d) For contractor costs, a certification signed by the contractor who incurred the costs indicating the expense was incurred pursuant to the subject technical assistance activities.

(e) Employees' and contractors' work products and related documents, such as trip reports, minutes/notes of meetings, and collateral reports.

- Delphi invoicing System for DOT Financial Assistance Awardees: Subject to the requirements in 2 CFR 200, payments will be made after receipt of required modal reporting forms. Each payment request must be made electronically via the Delphi invoicing System.

The following are the procedures for accessing and utilizing the Delphi invoicing System:

I. Recipient Requirements

- a. Recipients (organization participating in Cooperative Agreement) must have internet access to register and submit payment requests through the Delphi invoicing system.
- b. Recipients must submit payment requests electronically and DOT Operating Administrations must process payment requests electronically.
- c. Recipients must submit at a minimum the required forms (SF270) and supporting documentation (receipts, itineraries, travel documentation, and event agendas) and obtain approval by the GMS prior to uploading invoices into the Delphi system for payment.
- d. All invoices must be uploaded into the Delphi system electronically by the 10th of each month if the Recipient would like to be reimbursed within the same month.

- e. All eligible expenses must be submitted to DOT within 60 days of being incurred to receive reimbursement, unless otherwise authorized by DOT. Failure to submit eligible expenses for reimbursement within 60 days may result in the disapproval of the expense reimbursement request.
 - f. All invoices that have been submitted, approved, and paid will not be adjusted or recalculated by DOT staff to reimburse for miscalculated rates provided by **City of Brook Park**.
-
- g. It is the responsibility of the Recipient to provide, calculate and invoice correctly for all internal staff salaries. Changes or adjustments will not be made once final invoices have been submitted by the recipient and paid by DOT.
 - h. The Recipient shall follow the invoice/payment process for the close out of the cooperative agreement with DOT.
 - i. The Recipient shall not submit request for payment for any costs accrued outside the agreement timeframe of Period of Performance.

II. System User Requirements

- a. DOT will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then invite the Recipient to sign up for the system.
- b. DOT will send the Recipient a form to verify the Recipient's identity. The Recipient must complete the form and present it to a Notary Public for verification.
- c. The Recipient will return the notarized form to:

DOT Enterprise Services Center.
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

- III. The DOT will validate the form and email a user ID and password to the Recipient. Recipients should contact the Operating Administration's grants office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>)

ATTACHMENT 4. U.S. DEPARTMENT OF TRANSPORTATION AND FEDERAL ASSURANCES

Attachment 4.1 CERTIFICATION REGARDING DEBARMENT SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring DOT approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction

under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior DOT approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the

proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --
Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing this ASSURANCE, the Recipient agrees to comply with 2 CFR Parts 180 and 1200 and the requirements listed above.

(Name of Recipient)

By _____
(Signature of Authorized Official)

DATED _____

Attachment 4.2
REQUIREMENTS REGARDING
DELINQUENT TAX LIABILITY OR A FELONY CONVICTION
UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 Prohibition. If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. Mandatory Notice to the USDOT.

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. Flow Down. For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

By signing this ASSURANCE, the Recipient also agrees to comply with USDOT Order 4200.6 and the requirements listed above.

(Name of Recipient)

By _____
(Signature of Authorized Official)

DATED _____

Attachment 4.3

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of Attachment 4.3, "Motor Vehicles" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of Attachment 4.3, "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of Attachment 4.3, "Text messaging" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of Attachment 4.3, the "Government" includes the United States Government and State, local, and tribal governments at all levels.

(b) Workplace Safety. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the

business, such as—

- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) Subawards and Contracts. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving.

(Name of Recipient)

By _____
(Signature of Authorized Official)

DATED _____

Attachment 4.4

CERTIFICATION REGARDING DRUG-FREE WORK-PLACE REQUIREMENTS

The Recipient named in this agreement certifies that it will establish and continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about--
 1. The dangers of drug abuse in the workplace;
 2. The Recipient's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will--
 1. Abide by the terms of the statement; and,
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the Federal agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction, Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant or cooperative agreement.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

1. The Recipient's headquarters is located at the following address. The addresses of all workplaces maintained by the Recipient are provided on an accompanying list.

(Signature of Authorized Official)

(Date)

Attachment 4.5
TRAFFICKING IN PERSONS

2 CFR PART 175

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term;
or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1200.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term;
or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the

conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

5. “Recipient” and “subrecipient” include for-profit entities for the purpose of Attachment 4.5 only.

By signing this ASSURANCE, the Recipient certifies that it has read and understands the provisions listed above.

(Signature of Authorized Official)

(Date)

Attachment 4.6 LOBBYING

If the Recipient will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the Recipient's lobbying activities. This certification is required by 49 CFR 20.110 and app. A to that part.

This certification does not apply to a Recipient that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Official _____

DATED _____

ATTACHMENT 5. NON-DISCRIMINATION ASSURANCES

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting an application and by entering into this agreement under the FY 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Build America Bureau, it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*), including any amendments thereto;
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the Build America Bureau.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FYs 2022, 2023, and 2024

Innovative Finance and Asset Concession Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in 49 CFR 21.23(b) and (e) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program.

(Name of Recipient)

By _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Build America Bureau), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the OST may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with

litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), Section 71001 of Division G of the BIL (Asset Concessions), the Regulations for the Administration of FY 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program, and the policies and procedures prescribed by the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Access to Services for Persons with Limited English Proficiency (LEP). The Recipient agrees to provide meaningful access to public transportation services to persons with limited understanding of English to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, its implementing regulation at 28 CFR 42.405(d), and applicable guidance issued by the Department of Justice;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship, which prohibits taxpayer resources from abridging freedom of speech.
- Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing, which requires, to the maximum extent permissible by law, the termination of all diversity, equity, inclusion, and accessibility (DEIA) performance requirements for recipients.

- Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, which prohibits the use of Federal funds to promote gender ideology.
- Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, which requires
 - pursuant to Section (3)(b)(iv)(A), the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
 - pursuant to Section (3)(b)(iv)(B), by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

Certificate Of Completion

Envelope Id: 84BFE76F-0487-8219-8144-CEABD96BDE9F
Subject: Complete with Docusign: FINAL_CityBrookPark_IFAC_Cooperative AgreementL.pdf
POP Start Date:
POP End Date:
IFAC Grant Recipient - Round 2;
Grant Recipient:
Signatory Title:
Source Envelope:

Status: Sent

Document Pages: 52
Certificate Pages: 4
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 0
Initials: 0

Envelope Originator:
Jennifer Hara
1200 New Jersey Avenue, SE
Washington, DC 20590
jennifer.hara@dot.gov
IP Address: 2001:19e8:f0:3f

Record Tracking

Status: Original
7/29/2026 9:57:11 AM

Holder: Jennifer Hara
jennifer.hara@dot.gov

Location: DocuSign

Signer Events

Edward A. Orcutt
eorcutt@cityofbrookpark.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

Morteza Farajian
morteza.farajian@dot.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 7/21/2026 9:55:05 AM
ID: e0a44247-2a4d-4430-8702-00a1c67df1a3

Signature

Timestamp

Sent: 7/30/2026 12:08:56 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Samantha Rocco
srocco@cityofbrookpark.com
Security Level: Email, Account Authentication
(None)

VIEWED

Using IP Address: 75.76.96.52

Sent: 7/29/2026 9:57:23 AM
Viewed: 7/30/2026 12:08:55 PM

Electronic Record and Signature Disclosure:
Accepted: 7/30/2026 12:08:55 PM
ID: bf617418-9c9a-47e4-8335-26416c199e79

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/29/2026 9:57:23 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Federal Highway Administration via Carahsoft (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Federal Highway Administration via Carahsoft:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: andrew.harnage@dot.gov

To advise Federal Highway Administration via Carahsoft of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at andrew.harnage@dot.gov and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Federal Highway Administration via Carahsoft

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to andrew.harnage@dot.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Federal Highway Administration via Carahsoft

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to andrew.harnage@dot.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Federal Highway Administration via Carahsoft as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Federal Highway Administration via Carahsoft during the course of your relationship with Federal Highway Administration via Carahsoft.