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CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11052-2018

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE
BEREA SCHOOL DISTRICT FOR EXCHANGE OF APPROXIMATELY
18 ACRES OF LAND KNOWN AS BROOK PARK MEMORIAL (P.P.N. 343-17-001)
AND 10 ACRES OF LAND KNOWN AS BROOKVIEW ELEMENTARY
(P.P.N. 344-15-008, 344-20-086 AND 344-15-178) FOR
A LEASEHOLD OF A BASEBALL FIELD LOCATED AT KENNEDY BASEBALL FIELD
AND OTHER CONSIDERATION, PURSUANT TO ORC 3113.04 AND ORC 3113.41
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park (the City) is the owner of a baseball field located at Kennedy Baseball Field which is suitable for OHSAA varsity competition and,

WHEREAS, Berea City School District is the owner of two properties known as Brook Park Memorial ("Memorial" on approximately 18 acres) and Brookview Elementary ("Elementary" on approximately 10 acres) and consisting of the land and all improvements, rights, privileges and easements belonging to or in any way appertaining thereto (collectively "the District's Premises"), and

WHEREAS, The District is developing a new elementary school in Brook Park consisting of a new 100,000 square foot elementary on its property that will serve the District's students, and

WHEREAS, City and District want to memorialize a School Resource Officer (SRO) program and,

WHEREAS, City and District have agreed to exchange the Memorial and Elementary for a leasehold interest in the Baseball Field, waiver of building permit fees and certain allocation of expenses associated with the SRO, pursuant to Ohio Revised Code

Sections 3313.40 and 3313.41, subject to the terms and conditions hereinafter set forth in the attached Memorandum of Understanding, and,

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

SECTION 1: The Mayor is hereby authorized to enter into a Memorandum of Understand with the Berea School District, for the exchange of approximately 18 acres of land known as Brook Park Memorial, and 10 acres of land known as Brookview Elementary for a leasehold of a baseball field located at Kennedy Baseball Field and other consideration pursuant to ORC 3113.04 and ORC 3113.41 as described in the attached Memorandum of Understanding, a copy of which is attached hereto as Exhibit "A".

SECTION 2: The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance/Taxation is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance/Taxation is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to enter into a Memorandum of Understanding with the School District for the exchange of land pursuant to ORC 3113.04 and ORC 3113.41; 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: December 18, 2018
as amended

[Signature]
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
CLERK OF COUNCIL

APPROVED: [Signature]
MAYOR

12/18/18
DATE

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

[Signature]
DIRECTOR OF LAW

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution

No. 11052-2018

passed on the 18th day of December

2018 by said council.

Michelle Blazak
Clerk of Council

I, Michelle Blazak, 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 ordinances/resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing December 19, 2018
Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

	Yea	Nay
Stermm	<u>checked</u>	_____
Mencini	<u>✓</u>	_____
Orcutt	<u>✓</u>	_____
Scott	<u>✓</u>	_____
Burgio	<u>✓</u>	_____
Poindexter	<u>✓</u>	_____
Salvatore	<u>✓</u>	_____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "Agreement"), dated as of January 1, 2019 is made between the **Berea City School District** (hereinafter collectively called "District"), and the **City of Brook Park** (hereinafter called "City" and together, with the District "the Parties").

Recitals:

- A. City is the owner of a baseball field located at 16900 Holland Road which is suitable for OHSAA varsity competition.
- B. District is the owner of two properties known as Brook Park Memorial ("Memorial on approximately 18 acres) and Brookview Elementary ("Elementary" on approximately 10 acres) as described on **Exhibits A** and **Exhibit B to be attached hereto**, and incorporated by reference) and consisting of the land and all improvements, rights, privileges and easements belonging to or in any way appertaining thereto (collectively "the District's Premises").
- C. District is developing a new elementary school in Brook Park consisting of a new 100,000 square foot elementary on its property that will serve the District's students (the Project). The District's varsity baseball field was taken out of service as part of the District's ongoing construction projects.
- D. City and District want to memorialize the School Resource Officer (SRO) program as described herein and on **Exhibit C** attached hereto.
- E. City and District have agreed to exchange the Memorial and Elementary for a leasehold interest in the Baseball Field, waiver of building permit fees and certain allocation of expenses associated with the SRO, pursuant to Ohio Revised Code Sections 3313.40 and 3313.41, subject to the terms and conditions hereinafter set forth and to be developed in a subsequent real estate purchase agreement.

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

1. **Baseball Field.** The City agrees to lease to the District the Baseball Field for a period of 50 years as described in **Exhibit D**. The District's leasehold shall be exclusive during the baseball season. The District shall have a license to use driveways, parking lots and restrooms facilities as needed and to facilitate the use of the baseball field. The City will provide a location for storage of maintenance equipment, bases and other related equipment. The District may make improvements to the Baseball Field as described in **Exhibit E**.

The City will reimburse the District for those Exhibit E improvements as described in the Lease.

2. **Memorial and the Elementary Schools.** The District will transfer to the City via quitclaim deeds the Memorial and Elementary Schools. The District shall retain the right to use the Schools until they are no longer needed for School District purposes. In all events, the two schools will be transferred no later than 90 days after the new Brook Park Elementary School opens. The District may remove from the Memorial and Elementary Schools technology and educational materials and equipment.



3. **Permit Fees.** The City agrees to waive all permit or building fees for the construction of a new Elementary School to be located at the site of Ford Middle School.

4. **Conveyance.** All conveyances will be by quitclaim deed (the "Deed"), free and clear from all liens and encumbrances, except the following (collectively, the "Permitted Exceptions") (i) all real estate taxes and assessments, both general and special ("Taxes"), not yet due and payable; (ii) any title and survey exceptions which are not objected to by the City or which are objected to by the City, but which the District does not agree to cure or is not required to cure pursuant to the purchase agreement; (iii) zoning and building ordinances; (iv) those matters mutually agreed upon by District and City as set forth in the purchase agreement; when and if closing occurs, good, marketable, indefeasible, fee simple title to the Premises.

5. **Condition of the Premises.** The District Premises shall be delivered free of all trash, debris, and parties in possession to the City at Closing.

6. **School Resource Officer.** The City shall pay 100% of the costs of a School Resource Officer until the end of calendar 2025. Beginning in 2026, the Parties shall share the costs of the SRO. The parties shall execute a SRO Agreement in the form of Exhibit C.

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

For Berea City School District ("District")

By: _____

Its: Superintendent of Schools

For City of Brook Park ("City")

By: _____

Its: Mayor