

**ITEMS TO BE CONSIDERED  
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING  
TO BE HELD ON TUESDAY, AUGUST 20, 2024  
7:00 P.M.**

**I. ROLL CALL OF MEMBERS:**

**II. PLEDGE OF ALLEGIANCE:**

**III. DISCUSSION:**

1. DEPARTMENT OF LIQUOR CONTROL- RADOGNASNOW LLC. & PATIO & BASEMENT 13450 Snow RD, BROOK PARK, OH. 44142, C TRFO 7160089 POSTMARK DATE: 8/5/24. -PER COUNCIL PRESIDENT SALVATORE. **Extended to POSTMARK DATE: 9/3/24.**
2. SOUTHWEST GENERAL APPROVED ORGANIZATIONS LIST. -PER COUNCIL PRESIDENT SALVATORE.

**IV. PLANNING COMMITTEE – CHAIRMAN, POINDEXTER:**

1. REQUEST APPROVAL FOR A CONDITIONAL USE PERMIT TO CONSTRUCT A CIRCLE K GAS STATION AT 20850 SHELDON ROAD LOCATED IN THE U6 USE ZONING DISTRICT

**V. SERVICE COMMITTEE – CHAIRMAN, ROBERTS:**

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) AND THE CITY OF BROOK PARK, FOR THE STORMWATER MCM #6 IMPLEMENTATION, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

**VI. ADJOURNMENT:**

Posted 8/16/24

NOTICE TO LEGISLATIVE  
AUTHORITY

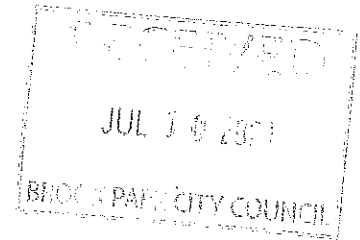
OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

7160089		TRFO	RADOGNASNOW LLC	
PERMIT NUMBER		TYPE	& PATIO & BSMT	
10	01	2023	13450 SNOW RD	
ISSUE DATE		BROOK PARK OH 44142		
06	14	2024		
FILING DATE				
D1	D2	D3	D3A	D6
PERMIT CLASSES				
18	110	C	F31627	
TAX DISTRICT		RECEIPT NO.		

FROM 07/03/2024

01645900005			AMERICAN MIDWEST ENTERPRISES INC	
PERMIT NUMBER		TYPE	& PATIO & BSMT	
10	01	2023	13450 SNOW RD	
ISSUE DATE		BROOK PARK OH 44142		
06	14	2024		
FILING DATE				
D1	D2	D3	D3A	D6
PERMIT CLASSES				
18	110			
TAX DISTRICT		RECEIPT NO.		



MAILED 07/03/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN.

08/05/2024

**IMPORTANT NOTICE**

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

REFER TO THIS NUMBER IN ALL INQUIRIES

**C TRFO 7160089**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

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

**BROOK PARK | 2022 APPROVED ORGANIZATIONS**

Org. City	Org. Type	Org. Name	Org. Contact First	Org. Contact Last	Org. Address	City	State	Zip
Brook Park	Civic	Auxiliary Police	John	Eherman	17401 Holland Road	Brook Park	Ohio	44142
Brook Park	Civic	Alternate Auxiliary Police	Richard	Solich	17401 Holland Road	Brook Park	Ohio	44142
Brook Park	Civic	Beautification and Pride Committee	Laura	Pauley	17102 Sandhurst Drive	Brook Park	Ohio	44142
Brook Park	Civic	Brook Park Boosters	Joe	Holesovsky	17400 Holland Road	Brook Park	Ohio	44142
Brook Park	Civic	Family Nar-Anon	no longer exist					
Brook Park	Civic	Neighborhood Watch	Jennifer	Roberts	5368 West 151st Street	Brook Park	Ohio	44142
Brook Park	Civic	Office on Aging	Joan	Corrigan	17400 Holland Road	Brook Park	Ohio	44142
Brook Park	Civic	Police Association	Matt	Kimmich	17401 Holland Road	Brook Park	Ohio	44142
Brook Park	Civic	Tri-City Soccer Association	Craig	Schultz	1271 Bonnieview Avenue	Lakewood	Ohio	44107
Brook Park	Civic	Chamber of Commerce	Paul	Marnacheck	6161 Engle Road	Brook Park	Ohio	44142
Brook Park	Civic	Brook Park Administration	Edward	Orcutt	6161 Engle Road	Brook Park	Ohio	44142
Brook Park	Civic	Brook Park City Council	Richard	Salvatore	6161 Engle Road	Brook Park	Ohio	44142
Brook Park	Civic	Alternate City Council	?	?	6161 Engle Road	Brook Park	Ohio	44142
Brook Park	Civic	Democratic Club	Tony	D'Amico	6145 Michael Drive	Brook Park	Ohio	44142
Brook Park	Civic	Firefighters Association	Matt	Wright	17401 Holland Road	Brook Park	Ohio	44142

Brook Park	Civic	Friends of the Library	Cynthia	Halabica	5856 West 130th Street	Brook Park	Ohio	44142
Brook Park	Civic	Rangerettes	Unknown	Unknown				
Brook Park	Civic	Republican Club	Richard	Perry, Jr.	5749 Pemberton Drive	Brook Park	Ohio	44142
Brook Park	Civic	Help Thy Neighbor	Tom	Troyer	18352 Kalvin Drive	Brook Park	Ohio	44142
Brook Park	Civic	Brook Park Elementary	Melissa	Trapnell Knight	17001 Holland Road	Brook Park	Ohio	44142
Brook Park	Civic	Brook Park Botanical Garden Club	Ray	Peterlin	5811 Wengler Drive	Brook Park	Ohio	44142
Brook Park	Civic	Audrey's Outreach	Margie	Jay	6321 Stonecrest Drive	Brook Park	Ohio	44142
Brook Park	Civic	Alternate Audrey's Outreach	Bill	Jay	6321 Stonecrest Drive	Brook Park	Ohio	44142
Brook Park	Civic	Khloe's Club	Jim	Mencini	6161 Engle Road	Brook Park	Ohio	44142
Brook Park	Fraternal	American Legion Auxiliary #610	Patricia	Miazga	19944 Sheldon Road	Brook Park	Ohio	44142
Brook Park	Fraternal	American Legion Post #610	Doug	Shinn	6581 Scenic Park Oval	Middleburg Hts.	Ohio	44130
Brook Park	Religious	Abrams Creek Baptist Church	Pastor James	Beight	18864 Sheldon Road	Brook Park	Ohio	44142
Brook Park	Religious	Brook Park Community Church	Margie	Jay	16845 Holland Road	Brook Park	Ohio	44142
Brook Park	Religious	Holy Name Society	Rich	Solich	14344 Fayette Blvd.	Brook Park	Ohio	44142
Brook Park	Religious	Mary Queen of Apostles	Michael	Petkosek	6455 Engle Road	Brook Park	Ohio	44142
Brook Park	Religious	Redeemer Lutheran Church	Scott	Kreidler	6151 Smith Road	Brook Park	Ohio	44142

Brook Park	Religious	United Methodist Church	Pastor Sue	Tamalio	6220 Smith Road	Brook Park	Ohio	44142
Brook Park	Religious	United Methodist Church	Sylvia	Hines	6220 Smith Road	Brook Park	Ohio	44142

# MEMO

TO:	Carol Johnson, Clerk of Council w/Enclosures
CC:	Mayor Orcutt Carol Horvath, Law Director brookparksalvatore@gmail.com troyerbpccouncil@gmail.com jamesmencini@yahoo.com sroberts@cityofbrookpark.com rscott@cityofbrookpark.com tdufour@cityofbrookpark.com bpoindexter@cityofbrookpark.com dmccorkle@cityofbrookpark.com w/out Enclosures
FROM:	Carol Dell, Secretary BZA & Planning Commission Secretary
DATE:	July 3, 2024
RE:	Planning Commission Recommendation

The Brook Park Planning Commission met on July 1, 2024, regarding approval for a Conditional use Permit. By vote of 5-1, the Planning Commission voted to recommend approval of the proposed Conditional Use Permit, for the following:

- Request approval for a Conditional Use Permit to construct a Circle K Gas Station at 20850 Sheldon Road | Located in the U6 Use Zoning District  
*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.

See Attached Engineer's comments, Building Commissioner's comments, 2024 Planning Commission Application.

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

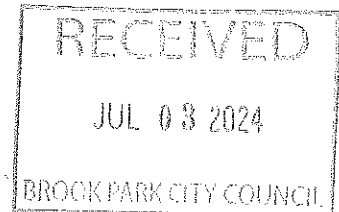
**AGENT INFORMATION:**

Circle K/Mr. Bret Lamb  
935 E. Tallmadge Avenue  
Akron, Ohio 44310  
blamb@circlek.com

**PROPERTY OWNER:**

BT 50 LLC  
23456 Mastick Road  
North Olmsted, Ohio 44070

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




BROOK PARK PLANNING COMMISSION

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- Request approval for a Conditional Use Permit to construct a Circle K Gas Station at 20850 Sheldon Road | Located in the U6 Use Zoning District  
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Secretary, Planning Commission



Date

APR 19 2024

**2023 PLANNING COMMISSION APPLICATION**

PROJECT ADDRESS	20850 Sheldon Rd Brook Park OH	<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> COMMERCIAL	ZONE	U-6
PARCEL #	34125002	BUSINESS NAME (If Applicable)	Circle K		

PROPERTY OWNER NAME(S)	BT 50 LLC				<input type="checkbox"/> Will Attend Meeting
Phone #		Email			
Street Address	23456 Mastick Rd.	City	North Olmsted	Zip	44070
AGENT/CONTACT PERSON NAME(S)	Circle K / Mr. Bret Lamb				<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	216-870-3932	Email	blamb@circlek.com		
Street Address	935 E. Tallmadge Ave.	City	Akron	Zip	44310

APPROVAL(S) REQUESTED	<input type="checkbox"/> Aesthetic / Project <sup>2</sup>	<input checked="" type="checkbox"/> Conditional Use Permit <sup>2</sup>	
	<input type="checkbox"/> Front Porch	<input type="checkbox"/> Billboard <sup>1</sup>	<input type="checkbox"/> Telecommunication Tower <sup>1</sup>
	<input type="checkbox"/> Re-Zone <sup>3</sup>	<input type="checkbox"/> Lot Split <sup>3,4</sup>	<input type="checkbox"/> Lot Consolidation <sup>3,4</sup>
	<input type="checkbox"/> Other:		
	<sup>1</sup> Provide Construction Drawings and/or Structural calculations <sup>2</sup> Provide Detailed Business Plan per City Ordinance 1121.34 <sup>3</sup> Provide Legal Description <sup>4</sup> Provide Lot Split / Consolidation Plat and Mylar		
SUMMARY OF REQUEST	Construction of a Circle K Convenience Store with retail fuel sales. See Attachment A. (Continuance of October 2023 Application. This form corrects the Project address)		

APPLICANT SIGNATURE	<i>Bret Lamb</i>	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Agent	DATE	04/18/2023
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**Attachment A**

**Conditional Use Request**

**Circle K**

28050 Sheldon Road  
Brook Park OH 44142

**October 20, 2023**

Circle K has entered an agreement to purchase property at 28050 Sheldon Road, Brook Park OH 44142 located at the northwest corner of Sheldon Road and SR 237.

The 2.6 acre property is currently developed and operated as Donte's Restaurant and Pizza Shop which offers carry-out food, inside dining and outside dining service. The restaurant building is approximately 8,300 sf in size. The business has an approximately 130 ft wide driveway opening on Sheldon Road and a 15 ft wide driveway on SR 237. The property is well maintained, has adequate exterior lighting and parking area and is served by public utilities. A solid fence provides screening to the adjacent residential properties along the western property line. The property is bordered on the west by single family residences and on the north by a commercial construction company. The SR 237 and Sheldon Road intersection is a signalized intersection.

Circle K intends to demolish the existing restaurant and parking areas and construct a new 3962sf convenience store, new overhead fueling canopy with dispensers as well as associated parking and drive areas, site lighting and landscaping. Customers will benefit from the fresh food and beverage items as well as prepackaged items offered in the store. Spacious drive areas and easy access to the fueling locations will provide safe and convenient maneuverability within the site. The use is similar in nature to adjacent uses at the intersection and will offer customers added convenience while traveling. The project will require a significant financial investment in the property. As a corporately owned and operated store, the facility will be well maintained by Circle K and will not decrease adjacent property values.

## MEMO

TO: Jason Monaco, Building Commissioner

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

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DATE: May 22, 2024

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SUBJECT: 20850 Sheldon Road (Conditional Use Permit) – Planning Commission

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CC:

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Mr. Monaco:

Please find below comments regarding the final draft of the Traffic Impact Study (TIS) dated May 2024, prepared for Colliers Engineering and Design for the proposed Circle K Gas Station Project located at 20850 Sheldon Road:

1. The purpose of the Study “is to analyze the vehicular operating conditions in the vicinity of the proposed development both before and after its construction to determine what, if any, impact the project will have on the surrounding roadway network.”
2. Actual turning movement traffic counts were conducted on February 7, 2024..
3. Institute of Transportation Engineers (ITE) Trip Generation Manual was utilized to predict traffic to/from the proposed development.
4. The study assumed that most of the site customers are “familiar with the area and that patrons intending to continue north on SR 237 will utilize the Site Drive #3 at Kolthoff Road to access SR-237 NB instead of turning left onto Sheldon Road then another left at SR-237...” In the event this Project moves forward, I recommend the Traffic Impact Study be revised to exclude this assumption.
5. “No-Build” and “Build” traffic data was analyzed using Highway Capacity Software (HCS).
6. Level of Service (LOS) = A, B, C, D, E are generally considered acceptable within a Metropolitan area. LOS of F is considered unacceptable.
7. The “No-Build” analysis indicated that 1 out of the 13 PM intersection/movements resulted in a LOS of F (unacceptable) and an overall “Intersection Delay” of LOS C for AM traffic movements and LOS D for PM traffic movements. (Table 2 on Page 7 of the TIS)
8. The “Build” analysis indicated that 4 out of the 13 AM intersection/movements resulted in a LOS of F (unacceptable) and 4 out of the 13 PM intersection/movements resulted in a LOS of F. An “Intersection Delay” of LOS F for AM and LOS F for PM are also predicted in the “Build” analysis of the Study. (Table 2 on Page 7 of the TIS)

**Table 2: HCS Intersection Capacity Analysis Summary  
Design Year 2034 'No-Build' vs. 'Build' Conditions**

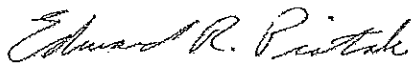
Intersection / Movement	No-Build Condition				Build Condition			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)
<b>SR-237 / Sheldon Road</b>								
Eastbound Left	C	31.7	D	50.1	D	50.0	D	50.0
Eastbound Thru	C	25.5	D	35.0	C	30.4	D	35.0
Eastbound Approach	C	28.1	D	40.0	C	24.1	D	41.5
Westbound Left	C	28.7	D	43.4	C	34.7	D	43.8
Westbound Thru	C	27.0	D	40.4	C	31.4	D	39.5
Westbound Approach	C	27.4	D	41.0	C	32.2	D	41.8
Northbound Left-Thru	C	25.0	D	37.1	C	25.5	D	37.0
Northbound Thru-Right	C	27.7	B	37.2	C	25.5	C	24.4
Northbound Approach	C	26.3	D	35.4	C	27.0	D	37.5
Southbound Left-Turn	C	22.7	D	50.8	C	12.7	D	37.0
Southbound Thru	B	11.5	C	24.8	B	14.8	D	31.0
Southbound Right	A	4.8	A	6.7	A	5.4	A	7.1
Southbound Approach	B	13.1	C	33.4	C	25.2	D	39.5
Intersection Delay	C	22.0	D	38.6	C	20.0	D	37.0
<b>Sheldon Road / Site Drive #1</b>								
Eastbound Left					A	7.8	A	8.0
Eastbound Approach					A	0.5	A	0.3
Southbound Left					B	12.4	B	13.9
Southbound Approach					B	12.4	B	13.9
<b>SR-237 / Site Drive #2</b>								
Eastbound Right					B	13.4	C	20.0
Eastbound Approach					B	13.4	C	20.0
<b>Kolthoff Road / Site Drive #3</b>								
Eastbound Left					A	9.0	A	9.0
Eastbound Approach					A	9.0	A	9.0

9. Report Summary and Recommendations (Item 9 on Page 11 of the TIS):
 

*"In order to mitigate the LOS deficiencies at the SR-237/Sheldon Road intersection associated with the construction of the Circle K, some improvements will be required. These improvements include constructing northbound and southbound left-turn lanes, in addition to implementing northbound and southbound left-turn protected phase. These improvements will require roadway widening and realignment of SR-237, in addition to reconstruction of the traffic signal at the SR-237 / Sheldon Road intersection."*
  
10. Roadway improvements recommended within an updated Study will be subject to approval by the City of Brook Park and potentially the City of Berea. Recommend that SR237/Sheldon Road roadway/intersection improvements be implemented in conjunction with the Circle K Project.

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

**EUTHENICS, INC.**



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

Building Department Notes

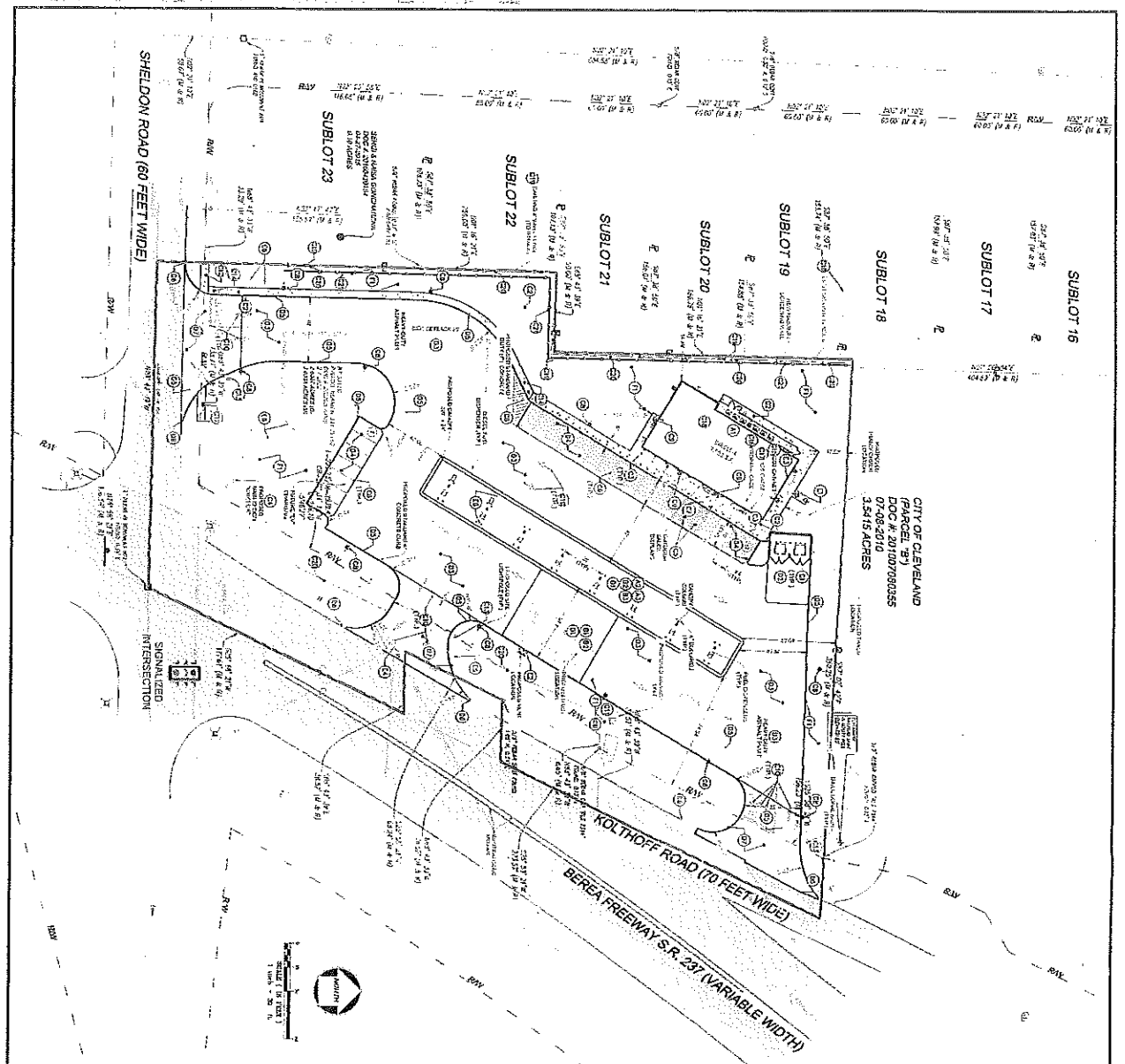
Planning Commission Meeting 5/6/24

20850 Sheldon Rd. parcel # 34125002, located in the U-6 district. – summary of request – The applicants are requesting a conditional use permit to construct a Circle K gas station on the north side of the corners of Sheldon Rd and Rt. Ord. 1121.37 does not allow for a gas station in the U-6 district.

1121.37 U-6 COMMERCIAL, RESEARCH AND DEVELOPMENT DISTRICT.

1) Main buildings and uses permitted.

- A. Offices.
- B. Research and development facilities.
- C. Educational, industrial, support and service uses directly related to the permitted uses listed above.



SUBLOT 16  
2

SUBLOT 17  
2

SUBLOT 18  
2

SUBLOT 19  
2

SUBLOT 20  
2

SUBLOT 21  
2

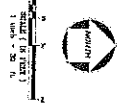
SUBLOT 22  
2

SUBLOT 23  
2

SHELDON ROAD (60 FEET WIDE)

KOLTZOFF ROAD (70 FEET WIDE)  
BEREA FREEWAY S.R. 237 (VARIABLE WIDTH)

CITY OF CLEVELAND  
PARCEL #1  
DOC # 201007090255  
07-08-2010  
3.5415 ACRES



**GENERAL NOTES**

1. THIS IS A PRELIMINARY PLAN. THE CITY ENGINEER'S OFFICE SHALL REVIEW AND APPROVE THIS PLAN. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.
2. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.
3. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

**EXISTING UTILITIES**

1. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
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3. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.

**PROPOSED UTILITIES**

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**PROPOSED BUILDINGS**

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3. ALL PROPOSED BUILDINGS SHALL BE MAINTAINED AND PROTECTED.

**PROPOSED DRIVEWAYS**

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**Wellert**  
CITY OF CLEVELAND  
ENGINEER  
10000 WILSON AVENUE  
CLEVELAND, OH 44131  
216.291.1100

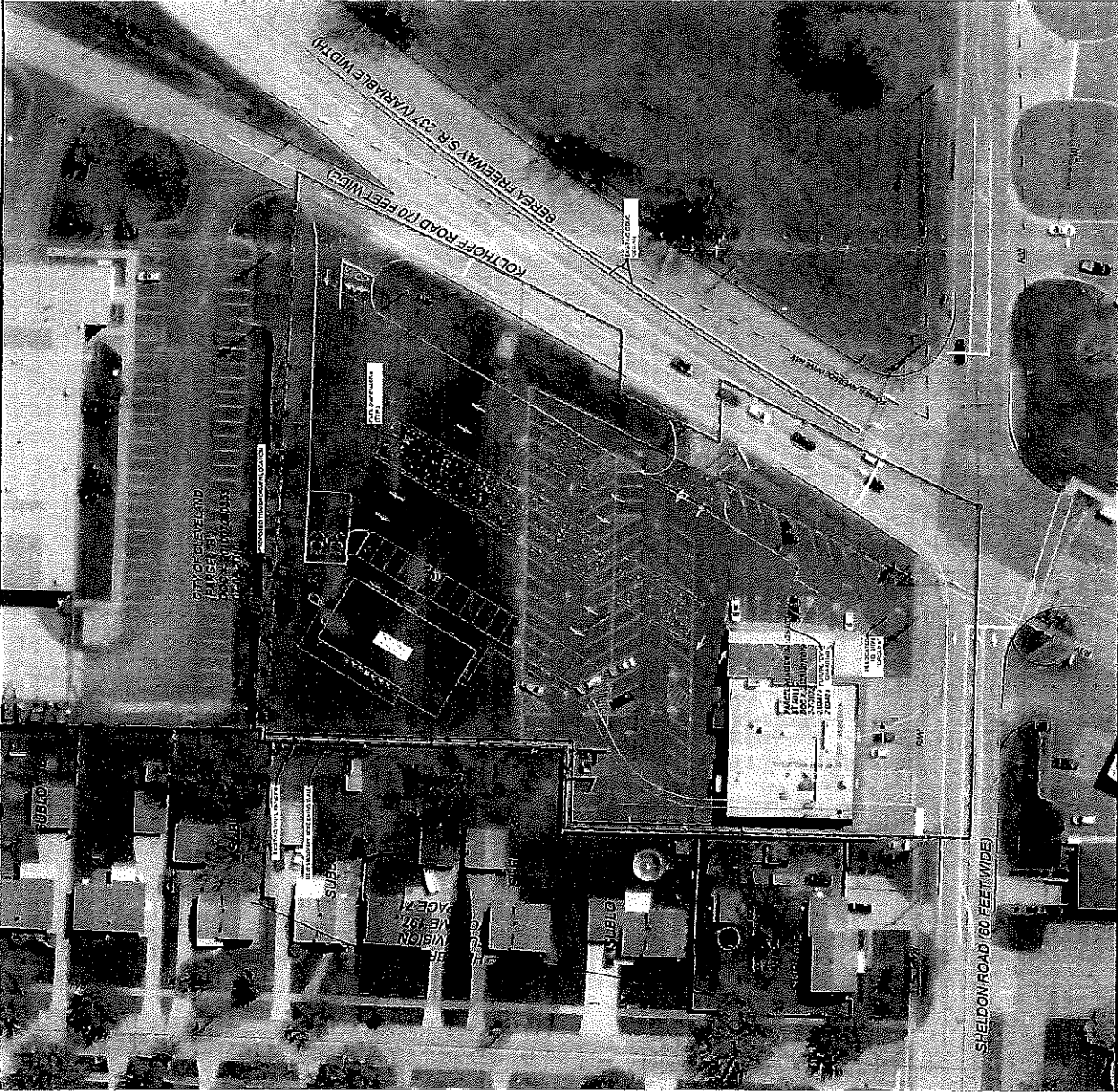
**PROPOSED**  
**CIRCLE K STORE**

20250 SHELDON RD  
BROOK PARK, OH 44142

**SITE LAYOUT PLAN**  
**C1.0**

<b>DATE:</b>	10/05/2010
<b>BY:</b>	[Signature]
<b>CHECKED BY:</b>	[Signature]
<b>SCALE:</b>	AS SHOWN
<b>PROJECT:</b>	20250 SHELDON RD, BROOK PARK, OH
<b>CLIENT:</b>	CIRCLE K STORE
<b>DESIGNER:</b>	WELLERT ENGINEERS
<b>REVISIONS:</b>	1. 10/05/2010: INITIAL DESIGN





CIRCLE K STORE  
 20850 SHELTON RD  
 BROOK PARK, OH 44142

**Wellert**  
 WELLERT ENGINEERING & ARCHITECTURE  
 10000 WILSON AVENUE  
 SUITE 100  
 CLEVELAND, OH 44130

DATE	10/17/2013	DESCRIPTION	AS-BUILT
BY	WELLERT	DATE	10/17/2013
BY	WELLERT	DATE	10/17/2013
BY	WELLERT	DATE	10/17/2013

PROPOSED  
 CIRCLE K STORE

20850 SHELTON RD  
 BROOK PARK, OH 44142

SCALE	1" = 20'
DATE	10/17/2013
PROJECT NO.	130001-01
DRAWN BY	WELLERT
CHECKED BY	WELLERT
DATE	10/17/2013

SITE PLAN WITH  
 AERIAL OVERLAY

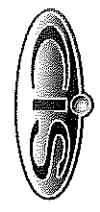
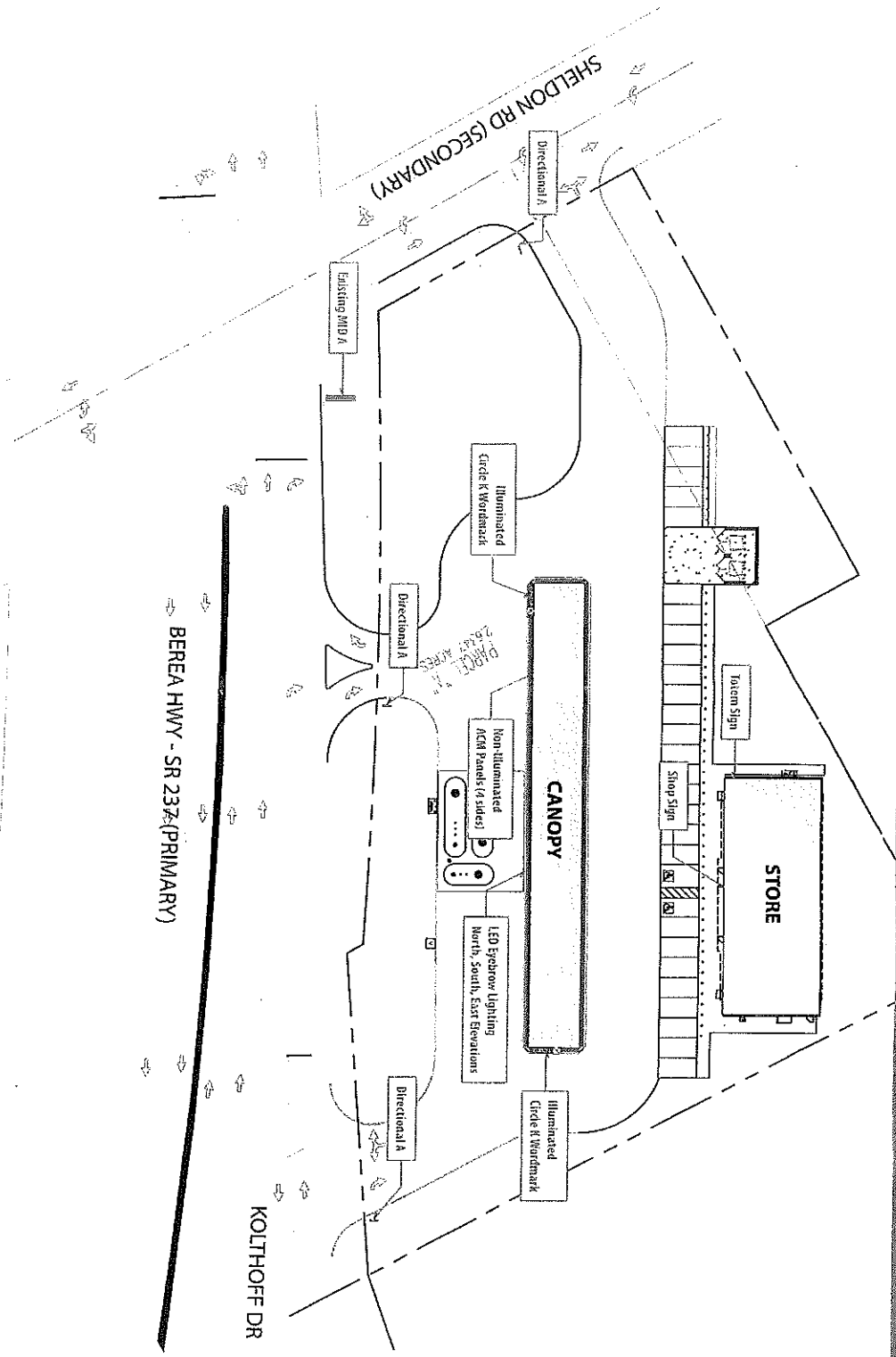
C1.0B







HWY 237 & SHELDON RD



**CORPORATE IDENTIFICATION SOLUTIONS**

**CUSTOMER:**  
 CIRCLE K  
 SITE NUMBER:  
 0000

**LOCATION:**  
 BROOK PARK, OH  
 ACCOUNT REP:  
 BEN DELHAYES

**DRAWN BY:**  
 MH

**REVISION:**  
 00

**DATE:**  
 02/28/23

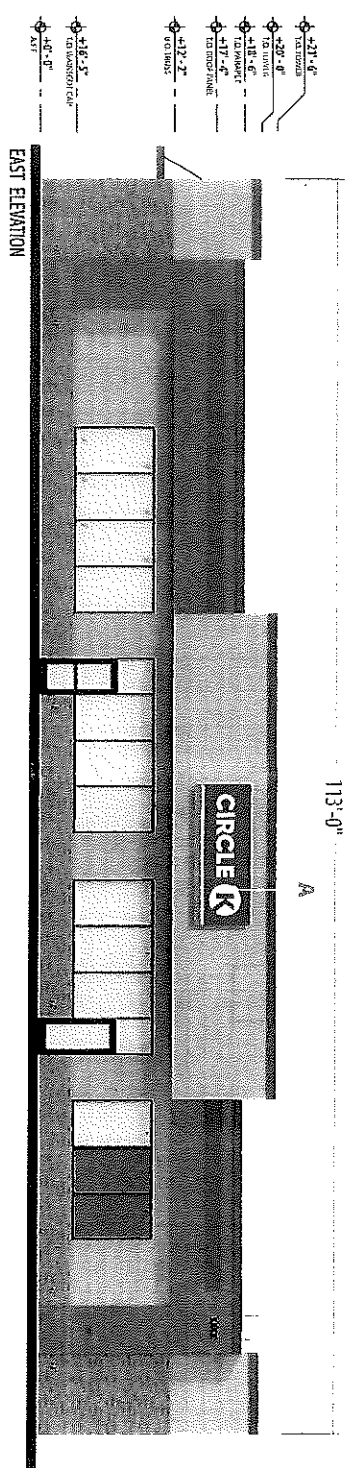
**SCALE:**  
 NTS

**CORPORATE ID SOLUTIONS**  
 5563 N ELSTON AVE  
 CHICAGO, IL 60630  
 P: 773-763-9600 | F: 773-763-9606  
 CORPORATEIDSOLUTIONS.COM

**CUSTOMER ACCEPTANCE:**  
 THIS DOCUMENT IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC. CHICAGO, IL, AND CONTAINS INFORMATION FROM ASSOCIATED PARTNERS AND SUPPLIERS. THE INFORMATION IS PROVIDED TO THE CUSTOMER AND SUPPLIER OR COMPANY UNDER A NON-DISCLOSURE AGREEMENT. IT IS THE PROPERTY OF CORPORATE IDENTIFICATION SOLUTIONS, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CORPORATE IDENTIFICATION SOLUTIONS, INC.

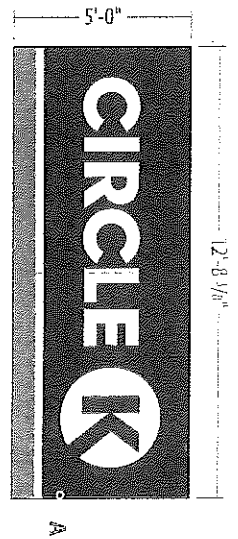
**SIGNATURE:** \_\_\_\_\_

DATE: \_\_\_\_\_



STOREFRONT SUMMARY

BUILDING INFO	HEIGHT	FRONT	SIDES
	21'-6"	113'-0"	49'-10"
SIGN DESCRIPTION	QTY	SIZE	AREA
A Illuminated Circle K Shop Sign	1	5'-0" x 12'-8 3/8"	63.5 SF
B Illuminated Circle K Toleen Sign	1	5'-0" x 4'-2"	20.8 SF



all inside

SCALE: 1/40



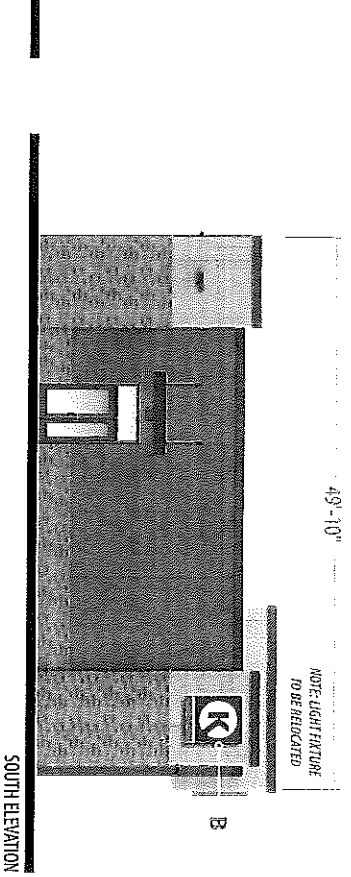
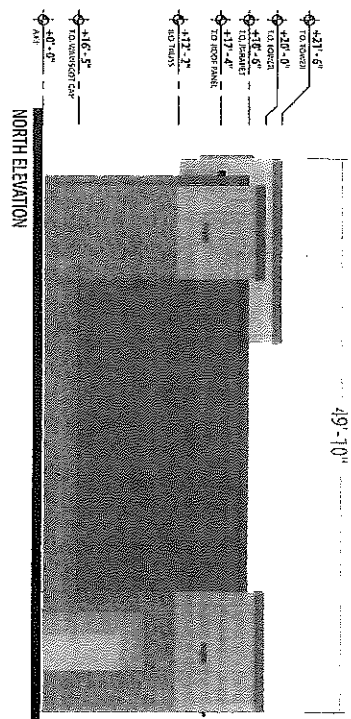
**CORPORATE IDENTIFICATION SOLUTIONS**

CUSTOMER: CIRCLE K  
SITE NUMBER: 0000  
LOCATION: BROOK PARK, OH  
ACCOUNT REP: BEN DEHAES

DRAWN BY: MHI  
DATE: 03/28/23  
REVISION: UD  
SCALE: NTS

CORPORATE ID SOLUTIONS  
5563 N. ELSTON AVE.  
CHICAGO, IL 60630  
P: 773-793-9600 | F: 773-793-9696  
CORPORATEIDSOLUTIONS.COM

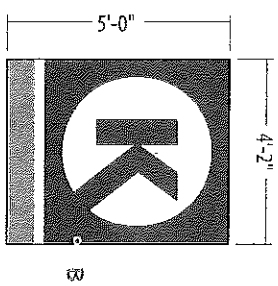
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LOWER SIGN IF NEEDED TO ENSURE ELECTRICAL IS BELOW ROOFLINE

STOREFRONT SUMMARY

BUILDING INFO	HEIGHT	FRONT	SIDES
	21'-6"	113'-0"	49'-10"
SIGN DESCRIPTION	QTY	SIZE	AREA
A Illuminated Grade K Shop Sign	1	5'-0" x 12'-8 3/8"	63.5 SF
B Illuminated Circle K Totem Sign	1	5'-0" x 4'-2"	20.8 SF



SCALE 3/8"=1'-0"



**CORPORATE IDENTIFICATION SOLUTIONS**

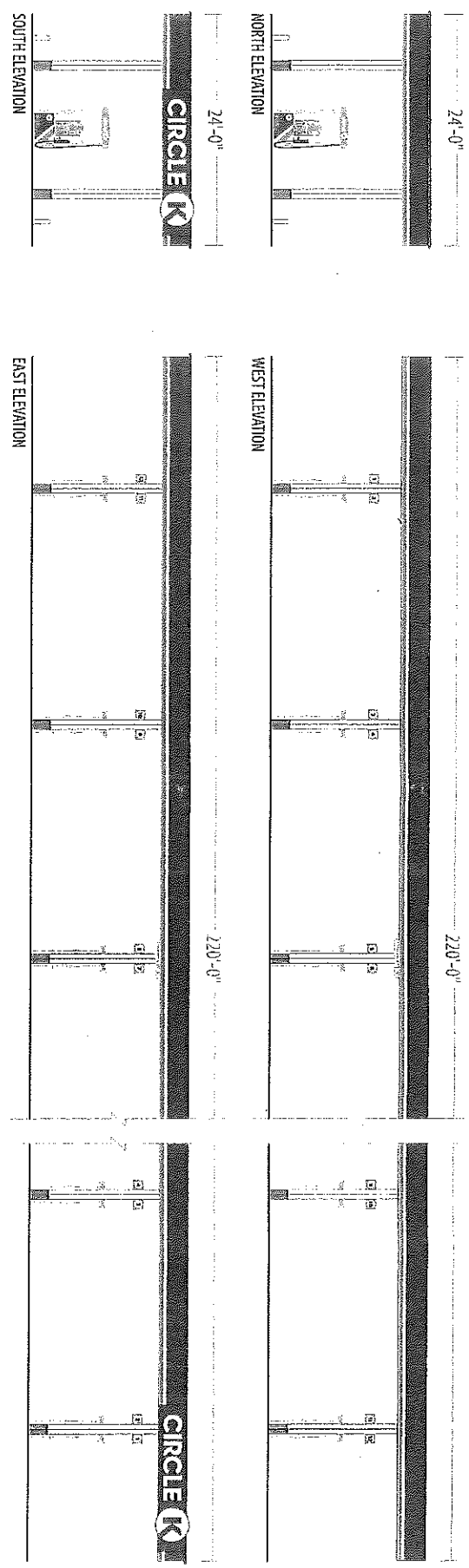
CUSTOMER: CIRCLE K  
 SITE NUMBER: 0000  
 LOCATION: BROOK PARK, OH  
 ACCOUNT REP: BEN DEHAVES

DRAWN BY: MM  
 DATE: 03/28/23  
 REVISION: 00  
 SCALE: NTS

CONTRIBUTE TO SOLUTIONS  
 5563 N. ELSTON AVE.  
 CHICAGO, IL 60630  
 P-773-763-9600 F-773-763-9605  
 CORP@CISIDENTIFICATION.COM

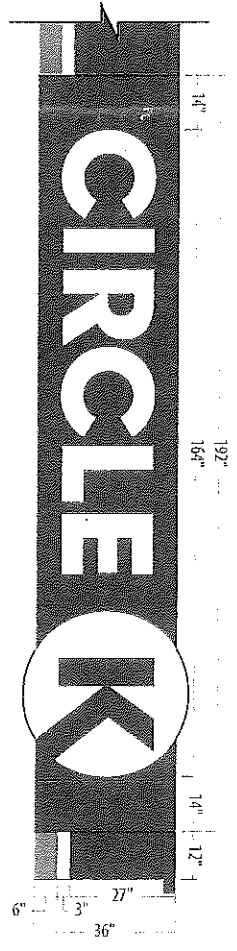
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DWTE



**GAS CANOPY SUMMARY**

EAST ELEVATION	
Gas Front Canopy Facade	3'-0" x 220'-0" 660.0 SF
Blowmolded Circle K Letters	24" x 112" x 42" x 42" 30.8 SF
<b>SOUTH ELEVATION</b>	
Gas Island Canopy Facade	3'-0" x 24'-0" 72.0 SF
Blowmolded Circle K Letters	24" x 112" x 42" x 42" 30.8 SF
<b>NORTH ELEVATION</b>	
Non-Illuminated Red, White, and Orange ACM panels	
<b>WEST ELEVATION</b>	
Non-Illuminated Red, White, and Orange ACM panels	



**NON-ILLUMINATED RED, WHITE, AND ORANGE ACM PANELS  
LED EYEBROW DOWNLIGHTING ON NORTH, SOUTH, EAST ELEVATIONS**

**COLUMN PAINT SCHEDULE**  
(SEMI-GLOSS FINISH)  SW #1570 Egg White - From top to bottom of canopy  
 SW #6236 Gray Harbor - From grade to 24" above grade



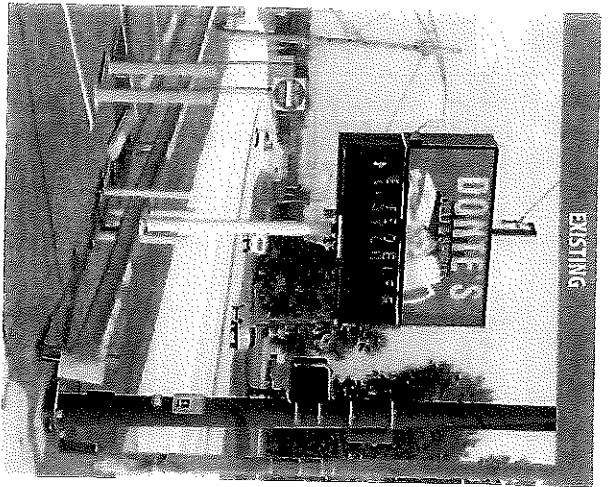
**CORPORATE IDENTIFICATION SOLUTIONS**

CUSTOMER: CIRCLE K  
SITE NUMBER: 0000  
LOCATION: BROOK PARK, OH  
ACCOUNT REP: BEN DEHAVES

DRAWN BY: MHH  
DATE: 03/28/23  
REVISION: 00  
SCALE: NTS

CORPORATE ID SOLUTIONS  
5583 N. ELSTON AVE.  
CHICAGO, IL 60630  
P: 773-763-9600 | F: 773-763-9606  
CORPORATEID@SOLUTIONS.COM

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



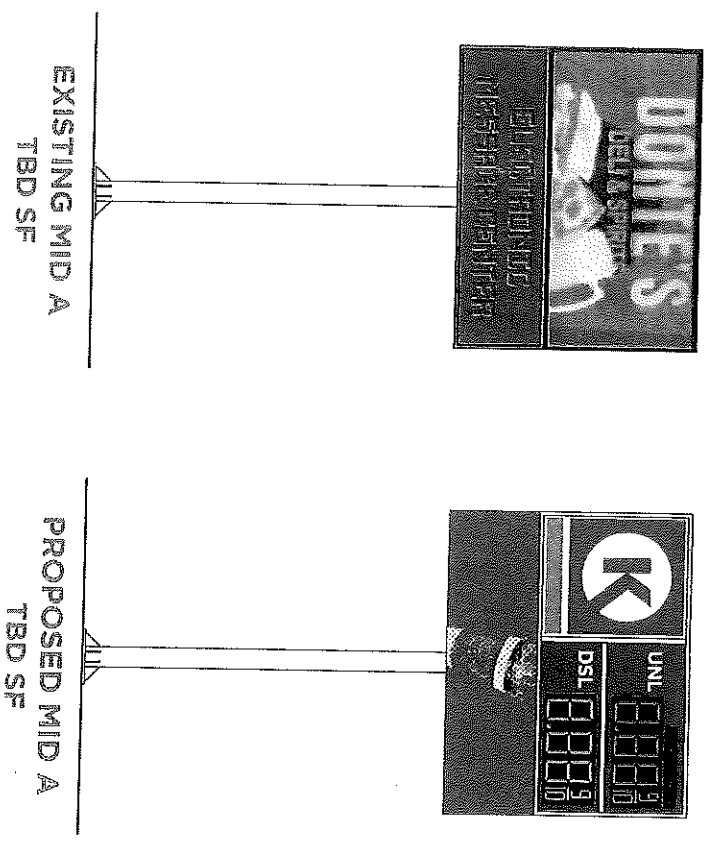
EXISTING

SCOPE OF WORK

- Re-use existing cabinets
- New Circle K faces
- New Unleaded faces, new LEDs
- New 4" toggles
- New Diesel faces, new LEDs
- New Electronic Message Center
- Paint poles & cabinets to Circle K standards

FIELD VERIFY PRIOR TO MANUFACTURE

CODE ONLY ALLOWS A 4' TALL MONUMENT SIGN.  
WE ARE RECOMMENDING THE EXISTING SIGN STRUCTURE BE REUSED.



**CORPORATE IDENTIFICATION SOLUTIONS**

CUSTOMER:  
CIRCLE K  
SITE NUMBER:  
0000

LOCATION:  
BROOK PARK, OH  
ACCOUNT REP:  
BEN DELAVAYE

DRAWN BY:  
MH  
DATE:  
03/28/23

REVISION:  
00  
SCALE:  
NTS

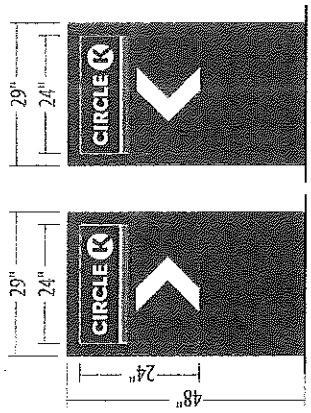
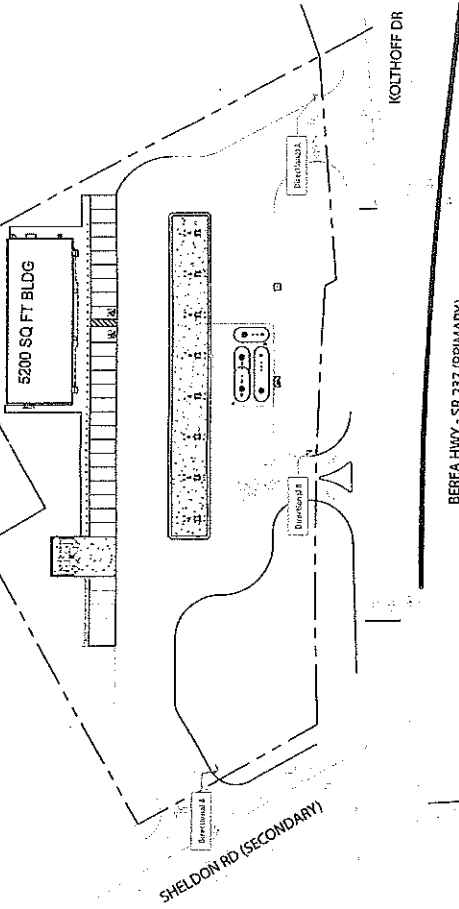
CORPORATE ID SOLUTIONS  
5953 N ELSTON AVE.  
CHICAGO, IL 60630  
P: 773-763-9600 | F: 773-763-9666  
CORPORATEID@SOLUTIONS.COM

**CUSTOMER ACCEPTANCE**  
HEREBY AS THE REPRESENTATIVE OF THE CUSTOMER, I ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

DATE



SITE PLAN



DIRECTIONAL A  
NON-ILLUMINATED  
4.0 SF  
QTY (3)

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**CORPORATE ID SOLUTIONS**  
 5563 N. ELSTON AVE.  
 CHICAGO, IL 60630  
 P: 773-763-9800 | F: 773-763-9606  
 CORPORATEIDSOLUTIONS.COM

**DRAWN BY:** MH  
**DATE:** 03/28/23  
**REVISION:** 00  
**SCALE:** NTS

**LOCATION:** BROOK PARK, OH  
**ACCOUNT REP:** IREN DEHAYES

**CUSTOMER:** CIRCLE K  
**SITE NUMBER:** 0000

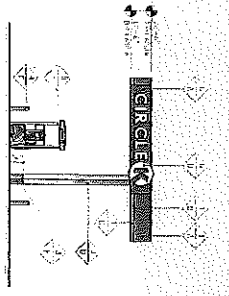
**CORPORATE IDENTIFICATION SOLUTIONS**



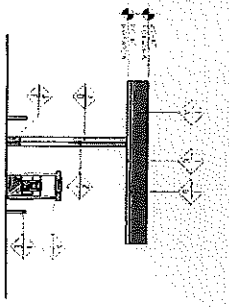
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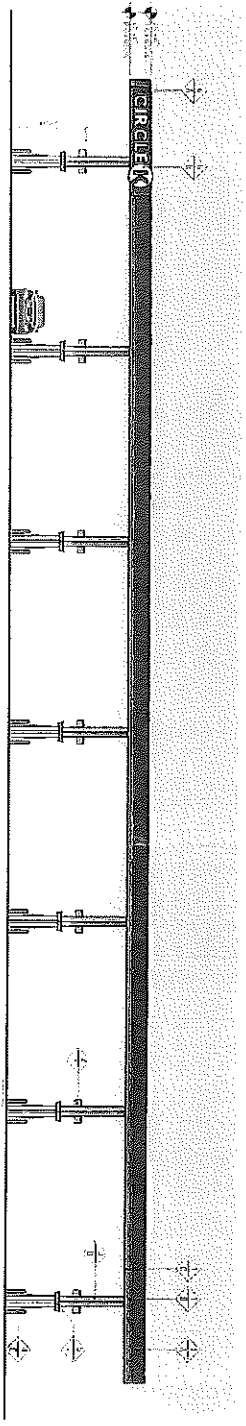


3 SIDE ELEVATION (EAST)  
SCALE: 1/8" = 1'-0"

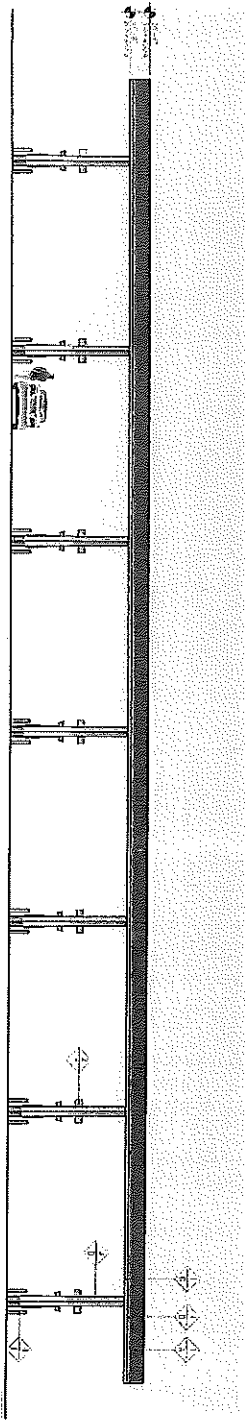


4 SIDE ELEVATION (WEST)  
SCALE: 1/8" = 1'-0"

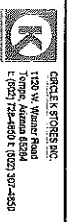
FINISH SCHEDULE	
1	PAINT SYSTEM - SEE SPEC
2	EXTERIOR WALLS OF FUEL CANOPY
3	ROOF PANELS WITH 1/2" INSULATION
4	9" POLYSTYRENE INSULATION
5	ROOF PANELS - SEE SPEC
6	INTERIOR WALLS AND CEILING SYSTEMS
7	INTERIOR WALLS AND CEILING SYSTEMS
8	INTERIOR WALLS AND CEILING SYSTEMS
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99	INTERIOR WALLS AND CEILING SYSTEMS
100	INTERIOR WALLS AND CEILING SYSTEMS



2 FRONT ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"



1 REAR ELEVATION (NORTH)  
SCALE: 1/8" = 1'-0"



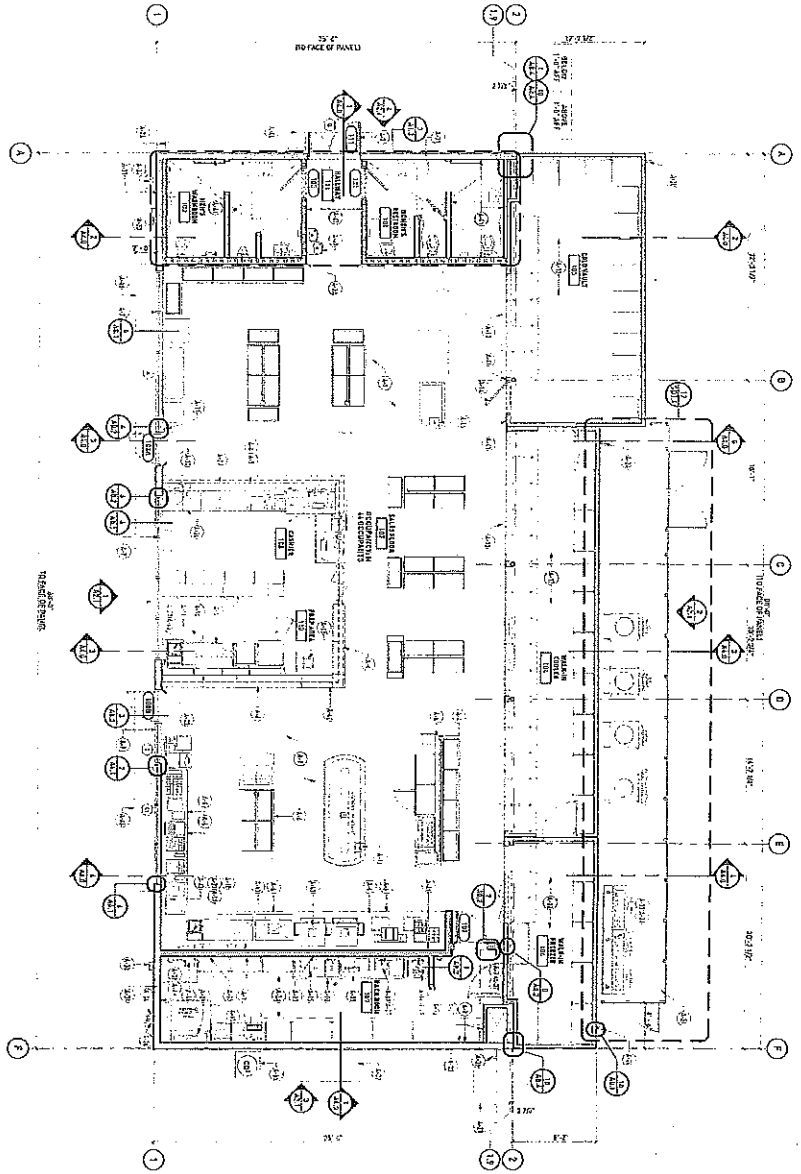
CIRCLE K STORES, INC.  
1700 N. Missouri Street  
Tomball, Texas 77480  
P (281) 724-4500 F (281) 724-4501

# OPTION C COLUMN FINISH

CIRCLE K FUEL CANOPY EXTERIOR ELEVATIONS - VS07  
PROJECT ADDRESS SCALE: AS NOTED  
CITY, STATE  
PROJECT NUMBER A-4

MM/DD/YYYY





FLOOR PLAN 1  
2024.10.10

KEY NOTES

- 1.1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
- 1.2. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.
- 1.3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
- 1.4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
- 1.5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
- 1.6. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES AND SHALL BE RESPONSIBLE FOR ALL SAFETY MATTERS.
- 1.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
- 1.8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.
- 1.9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SCHEDULING INFORMATION FROM THE ARCHITECT.
- 1.10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MEETING INFORMATION FROM THE ARCHITECT.
- 1.11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY VISIT INFORMATION FROM THE ARCHITECT.
- 1.12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PHOTOGRAPHY INFORMATION FROM THE ARCHITECT.
- 1.13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY VIDEOGRAPHY INFORMATION FROM THE ARCHITECT.
- 1.14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AUDIOGRAPHY INFORMATION FROM THE ARCHITECT.
- 1.15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY DOCUMENTATION INFORMATION FROM THE ARCHITECT.
- 1.16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORD INFORMATION FROM THE ARCHITECT.
- 1.17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AS-BUILT INFORMATION FROM THE ARCHITECT.
- 1.18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINAL INFORMATION FROM THE ARCHITECT.
- 1.19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CLOSE-OUT INFORMATION FROM THE ARCHITECT.
- 1.20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PROJECT INFORMATION FROM THE ARCHITECT.

LEGEND

- 1.1. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.2. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.3. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.4. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.5. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.6. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.7. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.8. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.9. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.10. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.11. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.12. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.13. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.14. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.15. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.16. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.17. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.18. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.19. 1/2" WALL PANEL, SEE SPECIFICATIONS
- 1.20. 1/2" WALL PANEL, SEE SPECIFICATIONS



1021 Freedom Drive #110  
Riverside, VA 20190  
703.668.0356  
info@rdcinc.com

CONTRACT NO. 2024.10.10  
PROJECT NO. 2024.10.10  
DATE: 2024.10.10

PROFESSIONAL IN CHARGE  
PROJECT MANAGER  
QUALITY CONTROL  
PROJECT ENGINEER  
PROJECT CLERK

CIRCLE K  
STORES, INC.  
BROOK PARK,  
OH



CIRCLE K STORE, INC.  
PROJECT NUMBER: STORE #525  
FLOOR PLAN

A1.2

CITY OF BROOK PARK, OHIO

P/C 6/18/24 Service  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
S/C \_\_\_\_\_

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO  
A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN  
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORSO)  
AND THE CITY OF BROOK PARK, FOR THE STORMWATER MCM #6  
IMPLEMENTATION, AND DECLARING AN EMERGENCY

WHEREAS; the City of Brook Park entered into a regional Stormwater Management Program Service (SMP Service Agreement) as evidenced by Ordinance No. 10032-2016, passed August 2, 2016 and

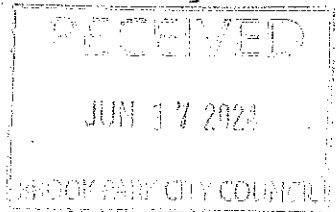
WHEREAS, as a component of implementing a regional stormwater management program a "Community Cost-Share Account" has been created; and

WHEREAS, the Community Cost-Share Account is to provide funding to assist the City of Brook Park with the District approved project; and

WHEREAS, the District supports the Community Cost-Share project proposed by the City of Brook Park to clean approximately 300 stormwater catch basins and dispose of the approximately 400 cubic yards of materials. The City will use BFI Lorain Co. Landfill to test and dispose of the solid waste that is removed from the catch basins. The catch basin cleaning will be done during the spring and fall of 2024 and be completed by December 2024; and

WHEREAS, the City will street sweep approximately 500 miles of City streets three times during 2024; the City will use City equipment and personnel to complete the work. The City will use BFI Lorain Landfill to test and dispose of the solid waste that is removed from the City streets; and

WHEREAS, no permits will be required to complete the work, the materials will be tested by BFI to make sure it is appropriate for disposal in a solid waste facility and not a hazardous waste facility, and the work being performed will also satisfy the City's SWMP under 2015-2019 MS4 Permit obligations; and



WHEREAS, the NEORSB will reimburse funds up to \$70,000.00 to the City for this project.

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

SECTION 1: The Mayor is authorized and directed to execute on behalf of the Municipality a Community Cost-Share project for the Stormwater MCM #6 Implementation, by and between the Northeast Ohio Regional Sewer District and the City of Brook Park, set forth in the Agreement attached hereto as Exhibit "1."

SECTION 2: The money needed for the aforesaid transaction shall be paid from Fund 100.

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 authorizing the Mayor to enter into an Agreement for a Community Cost-Share Catch Basin Cleaning, Street Sweeping and Landfill testing and Safe Disposal with Northeast Ohio Regional Sewer District; therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

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

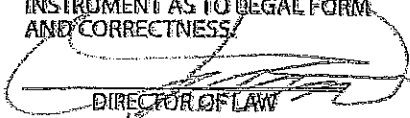
\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

\_\_\_\_\_  
DATE

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

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

**COMMUNITY COST-SHARE AGREEMENT  
BY AND BETWEEN  
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF BROOK PARK**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and the City of Brook Park (City), acting pursuant to Ordinance/Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_\_\_ (Exhibit "B").

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the "Community Cost-Share Account" that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the *Community Cost-Share Account* is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share application for Blindale Drainage Improvements project (the "Project") as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0    City Obligations

1.1    The City agrees to perform as follows:

1.1.1    Complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")

1.1.2    Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.

EXHIBIT I

- 1.1.3 Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.
- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.
- 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
- 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

*This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS) Community Cost-Share Program in coordination with City, under the provisions of the NEORS Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS review and may not necessarily reflect the views of NEORS, and no official endorsement should be inferred.*

- 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
  - 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 District's Obligations

2.1 The District agrees to perform as follows:

2.1.1 Allocate \$ 70,000.00 to the City for the Project from the City's Community Cost-Share Account.

2.1.2 Provide reimbursement of funds up to \$ 70,000.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.

2.1.3 Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.

2.1.4 Acknowledge the City in presentations or publications related to the Project.

2.2 The District is not liable for any and all claims, damages, losses, fees, causes of action, suits, judgments and expenses of any nature, kind or description, that result from and to the extent caused by the acts or omissions of the City, the design professional, and the contractor, including all of their officers, owners, principals, subcontractors, employees, and agents. The District is not responsible for the accuracy, correctness and reliability of the plans as it is not reviewing or approving any plans as to suitability of the design/fitness for a particular purpose.

Article 3.0 Dispute Resolution

3.1 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

3.2 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative Watershed Team Leader	City Representative Director of Public Service
--	---

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative Director of Watershed Programs	City Representative Mayor
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3.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

#### Article 4 Remedies

4.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

#### Article 5 Counterpart Signatures

5.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

#### Article 6 Governing Law

6.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

#### Article 7 Disclaimer of Joint Venture

7.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

#### Article 8 Authority to Execute

8.1 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9      Exhibits

The following exhibits are attached hereto and incorporated herein:

- Exhibit "A" - District Resolution
- Exhibit "B" - City Ordinance/Resolution
- Exhibit "C" - District-Approved Community Cost Share Application



The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

AND

BY: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

CITY OF BROOK PARK

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

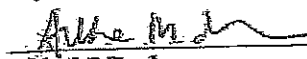
Title: \_\_\_\_\_

The Legal Form and Correctness of this  
Instrument is hereby Approved:

CITY OF BROOK PARK

\_\_\_\_\_  
Assistant Director of Law

This Instrument Prepared By:

  
\_\_\_\_\_  
Anika M. Davis  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

WTEP

CITY OF BROOK PARK

FOR

COMMUNITY COST-SHARE PROJECT:  
STREET SWEEPING AND CATCH BASIN  
CLEANING - STORMWATER MGMT  
IMPLEMENTATION PROJECT

Total Approximate Cost \$70,000.00

The legal form and correctness of the within instrument are hereby approved.

ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

Date

Budget Center 8100

# EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT  
RESOLUTION NO. 114-13

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Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

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WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

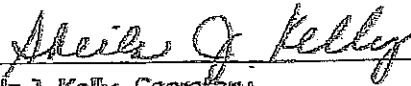
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



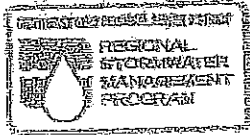
Sheila J. Kelly, Secretary

Board of Trustees

Northeast Ohio Regional Sewer District

# EXHIBIT B

# EXHIBIT C



Community Cost-Share Program  
APPLICATION

Member Community Information

Community: City Of Brook Park

Primary Project Contact: Brian Beyer  
(Name & Title) Director Of Public Service

Mailing Address: 19065 Holland rd.  
Brook Park Oh, 44142

Phone Number: 216-433-7192

Email: bbeyer@cityofbrookpark.com

Project Information

Project Title: Street sweeping & catch basin cleaning-etc

Address or Location of Project: City of Brook Park  
City wide project

Project Start Date: MAY 20, 2024

Project End Date: DECEMBER 31, 2024

Community Cost-Share Fund Request: \$ 70,000.00

Submission Date: APRIL 11, 2024





Project Narrative

1) Project Summary (1,000 word maximum)

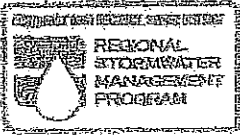
Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

The City would like to clean approximately 300 storm water catch basins and dispose of the approximately 400 cubic yards of materials. The City will use BFI Lorain County Landfill to test and dispose of the solid waste that is removed from the catch basins. The catch basin cleaning will be done mostly during the Spring and Fall of 2024 and be completed by December 2024.

Street sweepings approximately 500 miles of City street three times during 2024. The City will use City equipment and personnel to complete the work. The City will use BFI Lorain County Landfill to test and dispose of the solid waste that is removed from the City streets.

No permits will be required to complete the work, the materials will be tested by BFI to make sure it is appropriate for disposal in a solid waste facility and not a hazardous waste facility. The work being performed and will also satisfy the stormwater ms4 permit obligations.



*Community Cost-Share Program  
Application*

2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).



*Community Cost-Share Program  
Application*

3) **Visibility and Public Outreach: (500 word maximum)**

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

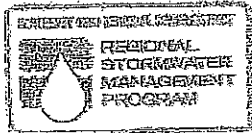


*Community Cost-Share Projects  
Application*

4) **Budget Summary (500 words maximum)**

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line-items are included in the Community Cost-Share Project application.



Community Cost-Share Program  
Application

Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing [http://www.norwad.org/isupplier\\_homepage.php](http://www.norwad.org/isupplier_homepage.php) and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Item Description	Amount	Notes
Professional Services		
Personnel (Member Community staff only)	\$ 30,000.00	Street Sweeping & catch Basin cleaning work
Subcontract	\$ 40,000.00	BFI Lorain Co. Landfill and test to dispose of material
Equipment		
Materials		
Other		
<b>TOTAL</b>	<b>\$ 70,000.00</b>	