

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5717

Ordinance No. _____

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE COSTS OF CONSTRUCTING AN 8" SANITARY SEWER AND 6" SANITARY SEWER LATERALS, TOGETHER WITH ALL NECESSARY APPURTENANCES TO EXTEND SANITARY SEWER ALONG CHIPPEWA ROAD (S.R. 82) FROM RIVERVIEW ROAD TO WIESE ROAD AND ALONG CALVIN DRIVE AND EXTENDING TO THE TERMINI POINT OF GLEN VALLEY DRIVE ALLOWING FOR THE REMOVAL OF THE GLEN VALLEY PUMP STATION, AND DECLARING AN EMERGENCY.

WHEREAS, the improvement described in Section 1 has been completed and the final cost of that improvement has been determined;

NOW, THEREFORE, BE IT ORDAINED By the Council of the City of Brecksville, County of Cuyahoga, Ohio, that:

SECTION 1. Levy of Special Assessments. The special assessments for the cost and expense of constructing an 8" sanitary sewer and 6" sanitary sewer laterals, together with all necessary appurtenances to extend sanitary sewer along Chippewa Road (S.R. 82) from Riverview Road to Wiese Road and along Calvin Drive and extending to the termini point of Glen Valley Drive allowing for the removal of the Glen Valley pump station, in the manner provided in Resolution No. 5264, adopted on March 15, 2022, amounting in total to \$999,000, which were filed and are on file with the Clerk of Council, are adopted and confirmed. Those special assessments are levied and assessed upon the lots and lands provided for in Resolution No. 5264 in the respective amounts set forth in the schedule of special assessments on file, which special assessments are in proportion to the special benefits and are not in excess of any statutory limitation.

SECTION 2. Determination of Proportionality of Special Assessments. This Council finds and determines that the special assessments are in the same proportion to the estimated special assessments as the actual cost of the improvement is to the estimated cost of the improvement as originally filed.

SECTION 3. Installments; Interest Rate. The special assessment against each lot or parcel of land shall be payable in whole or in part by cash or check within 30 days after the passage of this Ordinance, or at the option of the owner in 30 annual installments with interest at the same rate or rates of interest as borne by the bonds to be issued in anticipation of the collection of the special assessments. All payments by cash or check shall be made to the Director of Finance of the City. All special assessments remaining unpaid at the expiration of those 30 days shall be certified by the Clerk of Council to the County Fiscal Officer as provided by law to be placed on the tax duplicate and collected as taxes are collected.

SECTION 4. Publication of Notice. The Clerk of Council shall cause a notice of the passage of this Ordinance to be published once in a newspaper of general circulation in the City and shall keep on file in the office of the Clerk of Council the special assessments.

SECTION 5. Certification and Delivery of Ordinance. The Clerk of Council shall deliver or cause to be delivered a certified copy of this Ordinance to the County Fiscal Officer within 20 days after its passage.

SECTION 6. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 7. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

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SECTION 8. Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective so that the levy of the special assessments is effective at once to begin the cash payment period so that the special assessments payable with respect to the improvement can be delivered to the Cuyahoga County Fiscal Officer in a timely fashion and thereby permit the City to commence the collection of assessments during calendar year 2025, such that notes issued by the City in anticipation of that levy may be retired from bonds to be issued in anticipation of the collection of those special assessments not paid in cash as soon as possible and thereby preserve and protect the fiscal health of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: July 16, 2024

First Reading: June 18, 2024
Second Reading: July 2, 2024
Third Reading: July 16, 2024

APPROVED: July 16, 2024



Mayor



Clerk of Council

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5717 duly passed by the Council of the City of Brecksville, Ohio, on 7-16, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 7-19, 20 24.



CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5718

Ordinance No. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$249,000 TO PAY THE PROPERTY OWNERS' PORTION, IN ANTICIPATION OF THE COLLECTION OF SPECIAL ASSESSMENTS HERETOFORE LEVIED, OF THE COSTS OF CONSTRUCTING AN 8" SANITARY SEWER AND 6" SANITARY SEWER LATERALS, TOGETHER WITH ALL NECESSARY APPURTENANCES TO EXTEND SANITARY SEWER ALONG CHIPPEWA ROAD (S.R. 82) FROM RIVERVIEW ROAD TO WIESE ROAD AND ALONG CALVIN DRIVE AND EXTENDING TO THE TERMINI POINT OF GLEN VALLEY DRIVE ALLOWING FOR THE REMOVAL OF THE GLEN VALLEY PUMP STATION, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has previously by proper legislation declared the necessity of constructing the improvement described in Section 1; and

WHEREAS, that improvement has been completed, the final costs have been ascertained and special assessments have been levied to pay the property owners' portion of those costs; and

WHEREAS, pursuant to Ordinance No. 5512, passed on June 7, 2022, there were issued \$5,200,000 Chippewa Road Sanitary Sewer Improvement Notes, Series 2022, in anticipation of bonds for the purpose stated in Section 1, which notes were retired with funds available to the City and with \$3,600,000 Chippewa Road Sanitary Sewer Improvement Notes, Series 2023 issued in anticipation of bonds for the purpose stated in Section 1 pursuant to Ordinance No. 5604, passed on April 4, 2023, which notes were retired with funds available to the City and with \$249,000 Chippewa Road Sanitary Sewer Improvement Notes, Series 2024 issued in anticipation of bonds for the purpose stated in Section 1 pursuant to Ordinance No. 5704, passed on May 7, 2024 (the Outstanding Notes), which Outstanding Notes mature on September 5, 2024; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Bonds described in Section 2; and

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 2 is at least five years and the estimated maximum maturity of the Bonds described in Section 2 is 30 years;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, Ohio, that:

SECTION 1. Authorized Principal Amount and Purpose. This Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of \$249,000 (the Bonds) to pay the property owners' portion, in anticipation of the collection of special assessments heretofore levied, of the cost of constructing an 8" sanitary sewer and 6" sanitary sewer laterals, together with all necessary appurtenances to extend sanitary sewer along Chippewa Road (S.R. 82) from Riverview Road to Wiese Road and along Calvin Drive and extending to the termini point of Glen Valley Drive allowing for the removal of the Glen Valley pump station.

The aggregate principal amount of Bonds to be issued shall not exceed \$249,000 and shall be issued in an amount determined by the Director of Finance in the Certificate of Award (as defined in Section 7) to be the aggregate principal amount of Bonds required to be issued at this time in order to effect the purpose for which the Bonds are to be issued, including the payment of any expenses properly allocable to the issuance of the Bonds.

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SECTION 2. Denominations; Dating; Principal and Interest Payment; Redemption. The Bonds shall be issued only as fully registered bonds, in the principal amount specified in the Certificate of Award, in denominations requested by the original purchaser but not exceeding the principal amount maturing on any one date, provided that if the original purchaser shall so elect, a single bond, in printed or typewritten form, may be issued with multiple maturities of principal in amounts equal to the aggregate principal amount of Bonds stated to mature on a particular maturity date; and unless otherwise specified in the Certificate of Award, shall be dated their date of issuance.

Unless otherwise specified in the Certificate of Award, the Bonds shall mature on December 1 in each year commencing December 1, 2025, and ending December 1, 2054, and shall bear interest (computed on the basis of a 360-day year consisting of 12 30-day months), payable on December 1 of each year (the Interest Payment Dates), commencing December 1, 2025, until the principal amount has been paid or provided for, at a rate or rates specified in the Certificate of Award not to exceed 6.00% per year.

The Bonds of any one maturity shall all bear the same rate of interest. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

The annual maturities for the Bonds, and any adjustments of those times of payment which shall be evidenced in the Certificate of Award, shall all be such that the total estimated principal and interest payments on the Bonds in any fiscal year in which principal is payable are no more than three times the amount of those payments in any other fiscal year.

The Bonds shall be subject to call for redemption in whole or in part at any time at par and accrued interest to the date of redemption. Any right of redemption shall be exercised by ordinance of this Council; and notice of the call for redemption, specifying the redemption price to be paid, the date fixed for redemption and the place where the amounts due upon redemption are payable, shall be given by the Bond Registrar (as defined in Section 4) on behalf of the City by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption at the registered owner's address shown on the Bond Register (as defined in Section 6) maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Each owner may, however, waive such a notice, but, if notice is given, failure to receive notice by mail or any defect in that notice regarding any Bond shall not affect the validity of the proceedings for the redemption of any Bond. Upon the redemption date, all interest on the Bonds so called shall cease unless default shall be made, upon the presentation of the Bonds, in the payment of the redemption price and accrued interest to the redemption date. Any redemption of the Bonds shall be indicated by appropriate endorsement thereon.

SECTION 3. Execution and Authentication of Bonds. The Bonds shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be numbered as determined by the Director of Finance, and shall express upon their face the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until the certificate of authentication appearing on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, this Ordinance. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

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SECTION 4. Appointment of Bond Registrar. The Director of Finance is authorized and directed to act as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds (the Bond Registrar).

SECTION 5. Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal shall be payable when due upon presentation and surrender of the Bonds at the office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the registered owner shown, and to that person's address appearing, on the Bond Register at the close of business on the 15th day preceding the Interest Payment Date (the Record Date). If a single bond is issued in accordance with Section 2 hereof, principal and interest shall be paid upon presentation of the Bond for the proper endorsement of such payments.

SECTION 6. Registration; Transfer and Exchange. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep at the office of the Director of Finance all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the Bond Register). Subject to the provisions of Section 5, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this Ordinance. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of any authorized denomination upon presentation and surrender at the office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the office of the Bond Registrar, together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be the valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under this Ordinance, as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Bond Registrar for payment, retirement, exchange, replacement or transfer shall be cancelled by the Bond Registrar. The City may at any time deliver to the Bond Registrar for cancellation any previously authenticated and delivered Bonds that the City may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Bond Registrar.

SECTION 7. Award and Sale of Bonds. The Bonds are offered at a purchase price, not less than par, as shall be determined by the Director of Finance, to the Treasury Investment

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Board of the City for investment under Section 731.56 of the Revised Code. Bonds not so purchased shall be sold at not less than par at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance. The Director of Finance shall determine the principal amount of the Bonds to be issued and the interest rate the Bonds shall bear, shall make the other designations authorized herein to the extent required, shall sign a Certificate of Award (the Certificate of Award) awarding and selling the Bonds and evidencing those designations and shall cause the Bonds to be prepared, signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the original purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

SECTION 8. Application of Proceeds. The proceeds from the sale of the Bonds, except any premium and accrued interest, shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund

SECTION 9. Provisions for Tax Levy. All special assessments collected for the improvement described in Section 1, and any unexpected balance remaining in the improvement fund after the cost and expenses of that improvement have been paid, shall be used for the payment of the debt charges on the Bonds until paid in full and shall be used for no other purpose. In the event and to the extent that those special assessments are not collected, there shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation provided by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the principal of and interest on the Bonds when and as the same fall due. In each year to the extent money from the levy of the special assessments for the improvement is available for the payment of the debt charges on the Bonds and is appropriated for that purpose, the tax shall be reduced by the amount of money so available and appropriated. Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Bonds.

SECTION 10. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a signed copy of the Certificate of Award to the Cuyahoga County Fiscal Officer.

SECTION 11. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Bonds and the rendering of the necessary legal opinion upon the delivery of the Bonds. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director

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of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

SECTION 12. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 13. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in open meetings of this Council or committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

SECTION 14. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION 15. Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance must be immediately effective so that the Bonds can be delivered at the earliest possible date, which is necessary to enable the City to retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

PASSED: July 16, 2024

First Reading: June 18, 2024
Second Reading: July 2, 2024
Third Reading: July 16, 2024

APPROVED: July 16, 2024



Mayor



Clerk of Council

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5718 duly passed by the Council of the City of Brecksville, Ohio, on 7-16, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 7-19, 20 24.



CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5725

**AN ORDINANCE TO AMEND ORDINANCE NO. 5666,
MAKING APPROPRIATIONS FOR CURRENT
EXPENSES OF THE CITY OF BRECKSVILLE
DURING THE FISCAL YEAR ENDING
DECEMBER 31, 2024, MAKING NECESSARY
APPROPRIATION AND REVENUE ADJUSTMENTS;
AND DECLARING AN EMERGENCY**

WHEREAS, the appropriations heretofore set to certain accounts of the City of Brecksville are insufficient to pay expenses incurred during the fiscal year ending December 31, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. That the Director of Finance be authorized to increase and decrease estimated resources and appropriations in the General fund.

(22,297.00)	Grounds Repair & Maintenance	1100171-26060
22,297.00	Building Improvements	C1100170-32020
45,191.58	Machinery & Equipment	C1100150-33000

SECTION 2. That the Director of Finance be authorized to increase estimated resources and appropriations in the General Municipal Improvements fund.

249,000.00	Note Proceeds	R4800810-09310
249,000.00	Principal – Chippewa BAN	4800811-45050
1,945.31	Interest – Chippewa BAN	4800812-46050

SECTION 3. That the Director of Finance be authorized to increase estimated resources and appropriations in the Building and Improvements fund.

57,955.00	Reimb - Miscellaneous	R4900154-02810
119,874.00	Building Improvements	C4900170-32020

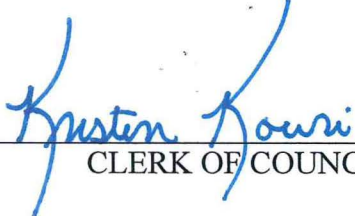
SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to make adjustments to appropriations of the City, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: July 16, 2024

APPROVED: July 16, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5725 duly passed by the Council of the City of Brecksville, Ohio, on 7-16, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 7-19, 20 24.



CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5726

**AN ORDINANCE AMENDING PART THREE-TRAFFIC
CODE OF THE CODIFIED ORDINANCES OF THE CITY
OF BRECKSVILLE AND DECLARING AN EMERGENCY**

WHEREAS, the City's Codifier has recommended amendments to Part Three-Traffic Code to the Codified Ordinances of the City of Brecksville, which are based upon or make reference to certain sections of the Ohio Revised Code, and which amendments are indicated by strikethroughs and underlining in black; and

WHEREAS, the City's Prosecutor/Assistant Law Director has recommended amendments to Part Three-Traffic Code to the Codified Ordinances of the City of Brecksville, which are based upon or make reference to certain sections of the Codified Ordinances of the City of Brecksville, and which amendments are indicated by strikethroughs, additions and underlining in red; and

WHEREAS, it is the intent of City Council to accept the amended sections in accordance with the changes made in the laws of the State of Ohio and the City of Brecksville.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:


SECTION 1. The amended Part Three-Traffic Code of the Codified Ordinances of the City of Brecksville, Adopting Ordinance Traffic, as amended and submitted by the City's Codifier and the City's Prosecutor/Assistant Law Director, a complete copy of which amended Part Three-Traffic Code, Adopting Ordinance Traffic, is attached hereto as Exhibit "A" and expressly made a part hereof by reference be, and the same is, hereby adopted in its entirety.

SECTION 2. Any existing Sections of the Codified Ordinances of the City of Brecksville which are inconsistent with the provisions contained in the aforesaid Part Three-Traffic Code of the Codified Ordinances of the City of Brecksville, Adopting Ordinance Traffic, to the Codified Ordinances of the City of Brecksville be and the same are hereby repealed from and after the effective date of this Ordinance.

SECTION 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the necessity to update the Codified Ordinances of the City of Brecksville, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.


PASSED: July 16, 2024

APPROVED: July 16, 2024

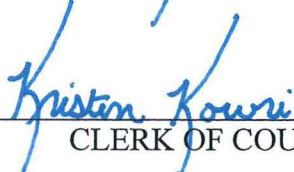


MAYOR

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5726 duly passed by the Council of the City of Brecksville, Ohio, on 7-16, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 7-19, 20 24.



CLERK OF COUNCIL



CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5575

**A RESOLUTION ACCEPTING THE PROPOSAL OF
DANIELS & RHODES LLC TO PROVIDE LEGAL
SERVICES TO THE CITY OF BRECKSVILLE
FOR THE VALOR ACRES PROJECT AND OTHER
DEVELOPMENT PROJECTS AS REQUESTED BY
THE CITY; AND DECLARING AN EMERGENCY**

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

SECTION 1. The proposal of Daniels & Rhodes LLC to provide legal services to the City of Brecksville for the Valor Acres Project and other development projects as requested by the City, as set forth in their Engagement Letter Agreement dated July 10, 2024, a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the attached engagement letter agreement.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and 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.

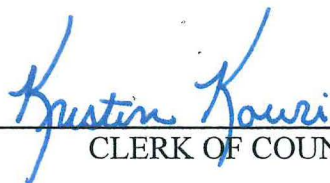
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to provide legal counsel for development projects, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: July 16, 2024

APPROVED: July 16, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5575 duly passed by the Council of the City of Brecksville, Ohio, on 7-16, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 7-19, 20 24.



CLERK OF COUNCIL

July 10, 2024

Mayor Daryl J. Kingston
9069 Brecksville Road
Brecksville, Ohio 44141

Subject: City of Brecksville, Ohio Engagement of Daniels & Rhodes LLC for Legal Services

Dear Mayor Kingston:

Daniels & Rhodes LLC ("we" or "DR") is pleased to present this agreement to serve as counsel to the City of Brecksville, Ohio (the "City"). A written engagement agreement is recommended by professional ethics laws in Ohio. This letter serves as our engagement agreement and addresses our responsibilities to each other and outlines important matters for our attorney-client relationship.

Based on our discussions, we understand that our scope of services for the City will include the scope of services described below, together with any mutually agreed additional matters. Ultimately all work will be assigned by City representatives, and we will act in accordance with instructions from City representatives. From time to time it may be necessary to enter into supplemental engagement agreements for matters not anticipated by this agreement. We will, of course, discuss those with the City as the need arises.

Scope of Services

We understand that our scope of work will include representing the City in connection with its Valor Acres project and other development projects as requested by the City. Our services will include advising on various development matters and public-private partnership matters such as tax increment financing (TIF), community reinvestment areas (CRA), and other development incentive programs. Our work may include drafting and reviewing related development agreements, TIF agreements, school compensation agreements, implementing legislation and other related documents. Our work will also

include attending in person or virtual meetings with City representatives and other transaction participants and calls or meetings with other counsel.

Fees and Expenses

Our fees for our services will be based on the hourly rates of the attorneys providing services. For calendar year 2024, my rate is \$475 per hour. The rate for Keely Rhodes Daniels is \$350 per hour. Hourly rates are subject to adjustment annually, usually as of January 1. Our invoices are payable within 30 days of receipt by the City unless otherwise agreed. We will generally invoice such fees on a monthly basis. In addition to our fees, we will include expense reimbursements for any out-of-pocket expenses for delivery or messenger fees, filing fees, taxes, or other expenses that we incur with the City's advance approval.

Conflicts of Interest

We have relationships with a number of public bodies, commercial banks, bond underwriters, bond purchasers, financial market participants and real estate developers, with many of those relationships involving development lending, public financing, development incentives and public/private partnership transactions that are the subject matter of our discussions and representations with the City. We believe, and trust you concur, that these discussions and representations do not create a conflict of interest where the City is not involved in the transaction. We will seek appropriate conflict waivers from the City prior to commencing any engagements with clients in transactions where we would be directly adverse to the City. Any such waivers would be in the City's sole discretion.

Disclosure of City Name and Projects

We are proud to serve as the City's legal counsel and would like to share that information, together with descriptions of representative work and projects, with other clients and prospective clients. The City agrees to these uses under this agreement. We may also prepare marketing materials that include the City's name and our role in projects. We will obtain the City's consent prior to any such use.

Termination

The City may terminate this agreement at any time by written notice setting forth the desired termination date. Upon such termination, we will cease to render services to the City as soon as allowed by applicable law and ethical and/or court rules. We will cooperate with the City and any new counsel retained by the City to transition matters to such new counsel. We will be paid for fees and expenses accrued or incurred through the effective date of the termination, plus fees and expenses related to the transition to new counsel. If the City terminates this agreement, it agrees that it will not use DR's prior engagement of the City to disqualify DR from work on other matters or projects where DR did not previously represent the City.

We may terminate this engagement upon thirty days written notice to the City. Upon such termination, we will cooperate with the City and any new counsel retained by the City to transition matters to such new counsel. We will be paid for fees and expenses accrued or incurred through the effective date of termination.

Severability

In the event that any provision or part of this agreement should be unenforceable, the remainder of this agreement shall remain in force and shall be enforced in accordance with its terms.

Acceptance of Engagement

If these matters are acceptable, please have this letter signed on behalf of the City and return it to me. If you have any questions or concerns, please call me. You should also feel free to consult with independent counsel before signing this engagement agreement. We thank you for and truly appreciate the opportunity to represent the City.

Very Truly Yours,

Daniels & Rhodes LLC

A handwritten signature in black ink, appearing to read 'GD', is written over a faint circular stamp or watermark.


Greg Daniels, Member

City of Brecksville, Ohio
July 10, 2024

Copy: Laura Starosta, Director of Finance
Dave Matty, Law Director

Accepted and Agreed:

City of Brecksville, Ohio



Name: Daryl Kingston
Title: Mayor

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5727

**AN ORDINANCE AMENDING PART FIVE-GENERAL
OFFENSES CODE OF THE CODIFIED ORDINANCES
OF THE CITY OF BRECKSVILLE AND DECLARING
AN EMERGENCY**

WHEREAS, the City's Codifier has recommended amendments to Part Five-General Offenses Code to the Codified Ordinances of the City of Brecksville, which are based upon or make reference to certain sections of the Ohio Revised Code; and

WHEREAS, it is the intent of City Council to accept the amended sections in accordance with the changes made in the laws of the State of Ohio.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The amended Part Five-General Offenses Code of the Codified Ordinances of the City of Brecksville, Adopting Ordinance General Offenses, as amended and submitted by the City's Codifier, a complete copy of which amended Part Five-Traffic Code, Adopting Ordinance General Offenses, is attached hereto as Exhibit "A" and expressly made a part hereof by reference be, and the same is, hereby adopted in its entirety.

SECTION 2. Any existing Sections of the Codified Ordinances of the City of Brecksville which are inconsistent with the provisions contained in the aforesaid Part Five-General Offenses Code of the Codified Ordinances of the City of Brecksville, Adopting Ordinance General Offenses, to the Codified Ordinances of the City of Brecksville be and the same are hereby repealed from and after the effective date of this Ordinance.

SECTION 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the necessity to update the Codified Ordinances of the City of Brecksville, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: July 16, 2024

APPROVED: July 16, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5727 duly passed by the Council of the City of Brecksville, Ohio, on 7-16, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 7-19, 20 24.



CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5574

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A SUBDIVISION AGREEMENT
AND ESCROW AGREEMENT WITH DIGERONIMO
DEVELOPMENT LLC FOR THE CANVAS AT VALOR
ACRES PHASE II SUBDIVISION; AND DECLARING
AN EMERGENCY**

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

SECTION 1. The Mayor be, and he hereby is, authorized to enter into a Subdivision Agreement and Escrow Agreement with DiGeronimo Development LLC for the Canvas at Valor Acres Phase II Subdivision, a copy of which Agreements are attached hereto as Exhibit "A" and expressly made a part hereof by reference.

SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the necessity to implement the Agreements, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: July 16, 2024

APPROVED: July 16, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5574 duly passed by the Council of the City of Brecksville, Ohio, on 7-16, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 7-19, 20 24.



CLERK OF COUNCIL

EXHIBIT “A”

SUBDIVISION AGREEMENT

THIS AGREEMENT (this “Agreement”) made and entered into at Cleveland, Ohio this ____ day of June, 2024 by and between the **City of Brecksville**, an Ohio Municipal Corporation, hereinafter referred to as “CITY;” and **DiGeronimo Development LLC**, an Ohio limited liability company, hereinafter referred to as “DEVELOPER.”

WITNESSETH

WHEREAS, the Plat and Improvement Plans of CANVAS AT VA Phase II hereinafter referred to as the “Subdivision” have been previously presented to the Council of CITY for approval; and

WHEREAS, DEVELOPER will be installing certain improvements in accordance with Chapters 1119 and 1123 of the Codified Ordinances of the CITY; and

WHEREAS, Chapter 1119 of the Codified Ordinances of the CITY requires the completion of all required improvements within a subdivision, with a guarantee of completion of all improvements prior to the recording of a plat for record purposes; and

WHEREAS, DEVELOPER desires to install these required improvements, to deposit a Financial Assurance, as defined below, and has presented its Improvement Plan to CITY, a copy of said plan is attached hereto and marked Exhibit “A” (the “Improvement Plan”); and

WHEREAS, the City has established and the DEVELOPER will cause the funding in Private Purpose Trust Fund, being Fund No. 781, in the amount of Two Hundred Twenty Four

Thousand Four Hundred and Fifty 00/100 Dollars (\$224,450.00) for the improvements provided for in this Subdivision Agreement and the Improvement Plan.

NOW, THEREFORE, the CITY and DEVELOPER hereby mutually promise and agree as follows:

1. DEVELOPER promises and agrees that on or before the expiration of twenty four (24) months from the date hereof, it will construct, install and maintain, within the areas shown and described on the Improvement Plan, at its sole expense, and without any cost, expense or liability whatsoever to the CITY, the storm sewer lines, sanitary sewer lines, storm water storage and detention facilities, water mains and appurtenances thereto, service connections, the grading and construction of deep strength asphalt pavement with reinforced concrete curbs and appurtenances incident to the street(s) as shown in the Improvement Plans, grading and construction of sidewalks, topcoat of pavement, clearing, grading and seeding of land, installation of erosion control measures, perimeter drainage control and trench settlement and other settlement abatement and installation of lighting on all common property and all sublots. All of the improvements shall be installed in accordance with the plans and specifications approved by the Engineer of the CITY as contained in the Improvement Plan and in accordance with the ordinances, regulations and specifications of the CITY, and in the case of water mains by the Utilities Department of the City of Cleveland and in the case of sanitary and storm sewer lines by the Cuyahoga County Sanitary Engineer.

2. Developer agrees to install Subdivision landscaping as approved by The Planning Commission of the CITY. Such improvements shall be part of the required Subdivision improvements included in both Paragraph 4 below and in Paragraph 1 of the Escrow Agreement

attached hereto as Exhibit “B” and incorporated herein by this reference (the “Escrow Agreement”).

3. DEVELOPER further agrees that the Subdivision will be accepted by the CITY upon its completion and approval by the Engineer of the CITY in accordance with the ordinances and regulations of the CITY, to maintain said improvements in good repair and free from defects for a period of two (2) years following the acceptance of the dedication thereof to public use by the CITY, regardless of whether such defects arise from defects in workmanship or defective materials.

4. DEVELOPER will deposit funds in the amount of Two Hundred Twenty-Four Thousand Four Hundred and Fifty 00/100 Dollars (\$224,450.00) to be placed in Private Purpose Trust Fund No. 781 (the “Trust Fund”) to be used solely to finance and pay the total cost of all the required Subdivision improvements as provided for in this Agreement. CITY and DEVELOPER agree that disbursement of the aforesaid funds shall be made only upon certification by the Project Engineer, approved by the DEVELOPER and the Engineer of the CITY in accordance with the terms of an Escrow Agreement, attached hereto as Exhibit B.

5. Intentionally Omitted.

6. DEVELOPER further agrees that as a condition of and prior to the acceptance by the CITY of the dedication to the public use of said streets and roads contained in the Subdivision, it will furnish to the CITY a surety bond or an irrevocable standby bank letter of credit in the penal sum or amount of not less than Three Hundred Fifty Five Thousand Two Hundred and Ninety One 00/100 Dollars (\$355,291.00) (the “Financial Assurance”), guaranteeing the quality of materials and the performance of repairs of all improvements as contained within said Subdivision which

result from defects in materials and/or workmanship, or otherwise for a period of two (2) years following the acceptance of the dedication of streets and roads in said Subdivision to the public use by the CITY as provided herein.

In addition, at the same time as DEVELOPER furnishes to the CITY the Finance Assurance as required above, the CITY acknowledges that eighty-six thousand two hundred seventy-five Dollars (\$86,275.00) of the deposit in the Private Purpose Trust Fund is to guarantee the installation of sidewalks on all sublots (the "Sidewalk Deposit") to guarantee the installation of sidewalks as shown on an exhibit submitted to the City Engineer simultaneously with the approval of this Agreement. If such sidewalks are not installed pursuant to this Agreement, subject to applicable notice and cure periods, the CITY shall use the Sidewalk Deposit at eight dollars and fifty cents (\$8.50) per square foot to so install said sidewalks. If said sidewalks are installed by the DEVELOPER, the CITY shall refund to DEVELOPER the Sidewalk Deposit at eight dollars and fifty cents (\$8.50) per square foot upon completion of each section of sidewalk and the approval of the Chief Building Official, which approval will not be unreasonably withheld, conditioned or delayed and shall be in accordance with the CITY ordinances and regulations. In addition, at the same time as the DEVELOPER furnishes the Financial Assurance and Sidewalk Deposit as required above, the CITY acknowledges that Twenty-Five Thousand Dollars (\$25,000.00) of the deposit in the Private Purpose Trust Fund is to guarantee the final cleaning of the Storm Water Management System Facilities (the "Cleaning Deposit") in accordance with the Improvement Plan. Said facility will be used by the Developer as a sediment basin throughout the construction and will require cleaning/dredging prior to being turned over to the Homeowner's Association. At the time the Financial Assurance, Sidewalk Deposit and the Cleaning Deposit are posted, any amounts remaining in the Trust Fund will be returned to DEVELOPER.

7. DEVELOPER further agrees that during the aforesaid two (2) year period, it shall at its sole expense, repair all faults and defects of every kind and nature, whether arising out of defects in workmanship or defective materials. The parties agree that DEVELOPER is not responsible for ordinary maintenance of the Subdivision improvements or for repairs which are not the result of defective workmanship and/or equipment by DEVELOPER or anyone performing work on DEVELOPER'S behalf.

8. In addition to the Financial Assurance required in Paragraph 6 above, at the time DEVELOPER desires to obtain approval and acceptance by the CITY of the aforesaid improvements, DEVELOPER agrees that it will, as a condition precedent to the said acceptance by the CITY and disbursement of the Trust Fund Deposit from the Trust Fund to DEVELOPER, provide the CITY with the following documents in accordance with the standard procedures of the following entities: certificates or other reasonably acceptable communications from the Utilities Department of the City of Cleveland in the case of water mains except where the withholding of approval is due to the non-performance of acts required to be performed by CITY; the Cuyahoga County Sanitary Engineer in the case of sanitary and storm sewer lines; and the Engineer of the CITY, respectively, stating that said water mains, storm sewer lines, sanitary sewer lines, streets, street connections, all appurtenances thereto and all other improvements as set forth in Paragraph 1. above have been properly installed in accordance with the Improvement Plan and the ordinances of the CITY, and that the construction and installation thereof have been duly completed, inspected and approved by each of the hereinbefore mentioned respective entities.

9. DEVELOPER shall construct and complete all sidewalks in accordance with the terms of this Agreement and Section 1119.09(d) of the CITY's codified ordinances. DEVELOPER shall

construct remaining sidewalks within the Subdivision or on any street therein in a lesser period than otherwise required by this Agreement in order to assure safe pedestrian travel within the Subdivision when reasonably determined by the CITY that: A) the construction of homes within the Subdivision are completed earlier than two (2) years from the acceptance of the CITY, or B) eighty percent (80%) of the home construction within the Subdivision or on any street thereof is completed. Should the DEVELOPER fail to install the aforementioned sidewalks, subject to applicable notice and cure periods, the CITY will install the required sidewalk based upon a rate of eight dollars and fifty cents (\$8.50) per square foot.

10. DEVELOPER may complete the final cleaning/dredging of the Storm Water Management Facilities, if necessary, after eighty percent (80%) of the homes within the Subdivision are complete and their yards are established with grass and prior to turning the maintenance responsibility of the Storm Water Management Facilities to the Homeowners Association. Upon completion of this cleaning if deemed necessary by the CITY, all remaining funds in the Trust Fund shall promptly be returned to the DEVELOPER. If the DEVELOPER fails to complete such task, subject to applicable notice and cure periods, the CITY reserves the ability to utilize such funds to clean/dredge the storm water facility in accordance with the Improvement Plan or transfer such funds to the Homeowner's Association for their use in completing such task, if necessary.

11. DEVELOPER currently has a balance on deposit with the CITY'S Finance Director, that balance shall be the initial amount on deposit (the "Expense Fund") to defray the cost of legal, engineering and inspection fees, costs and expenses incurred by the CITY, and the Finance Director is hereby authorized and directed to disburse said sum upon proper billing to the CITY for said services. DEVELOPER acknowledges that the Expense Fund is based upon an estimate and that

in the event said sum is insufficient to fully pay all of the aforementioned expenses of the CITY, DEVELOPER shall deposit such additional sums as may be reasonably required upon the request of the Finance Director of the CITY. Any unused portion of the Expense Fund shall be refunded to DEVELOPER upon providing the Financial Assurance.

12. DEVELOPER agrees that simultaneously with the execution of this Agreement, and before any work hereunder is commenced, it will submit evidence to the reasonable satisfaction of the Law Director of the CITY, that it, or its contractors, have obtained general liability and property damage insurance covering and insuring the CITY as its interests may appear against any liability whatsoever in the amount of Two Million Dollars (\$2,000,000) for injury or death to any one person, with a minimum aggregate limit of Two Million Dollars (\$2,000,000), and two million dollars (\$2,000,000) for property damage, which insurance shall be furnished and maintained at the expense of the DEVELOPER until all the work agreed to be done by the DEVELOPER has been fully completed and accepted. DEVELOPER may provide such insurance under a blanket type of insurance provided the CITY is properly named as an additional insured thereunder in accordance with the provisions of this Agreement. DEVELOPER shall be liable for any damages, whether direct or indirect, to any underground or aboveground utilities in the aforementioned Subdivision caused by DEVELOPER or its contractors, subcontractors, agents and/or employees; and further agrees to comply both singularly and on behalf of the CITY with the provisions contained in Section 153.64 of the Ohio Revised Code and any amendments made thereto to the extent said Section shall be applicable.

13. DEVELOPER agrees to comply with the State Law known as the Worker's Compensation Act, and any amendments made thereto, and to cause to be covered thereunder all

employees working for the DEVELOPER, or its agents, and the DEVELOPER agrees to defend, indemnify and hold harmless the CITY and its officers, agents and employees from all claims, demands, payments, loss and expenses, including reasonable attorney fees, suits, actions, recoveries and judgments of every kind and description, whether or not well founded in law, made, brought or recovered against it, arising from any cause whatever or for any reason whatever connected with the performance of this Agreement by DEVELOPER or its agents, contractors, subcontractors or employees, including any of the foregoing arising in consequence of insufficient protection or of the use of any patented invention by said DEVELOPER.

14. DEVELOPER agrees that the performance of this Agreement by it shall be solely at its expense and cost, and at no expense or cost, to, or liability or obligation of the CITY, except for reimbursement of funds as provided in this Agreement.

15. DEVELOPER agrees, if applicable hereunder, to deliver to the CITY a Title Insurance Policy in the fair market value as determined by the Mayor of the CITY, showing title to private property conveyed to the CITY by dedication, easement, if any, or otherwise to be vested in the CITY free and clear of all liens and encumbrances, except for taxes and assessments, which are a lien, but not yet due and payable.

16. This Agreement shall be binding upon any successors in interest, assignee, heir, executor, administrator or trustee of DEVELOPER, and DEVELOPER agrees that prior to any voluntary or involuntary assignment of this Agreement, to obtain a written statement forwarded to CITY acknowledging the obligation of any successor in interest to comply with the terms of this Agreement.

17. Prior to the issuance of any certificates of occupancy within the Subdivision, all street pavements, curbs, sanitary sewer systems, storm drainage systems, water mains, electric lines, gas lines, cable television and phone lines and required appurtenances shall be completed and approved by the City Engineer, provided that the Building Commissioner may issue permits for "model" homes or units upon his determination that improvements have been installed to the extent reasonably necessary to serve and permit occupancy of such home(s) or unit(s); and, except as otherwise provided for model home(s) and unit(s), prior to the issuance of any certificates of occupancy by the CITY, all improvements and utilities must be completed.

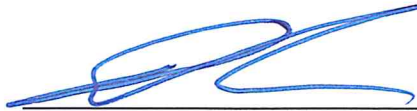
18. In the event DEVELOPER fails to perform any of its obligations under this Agreement, CITY shall provide DEVELOPER with reasonably acceptable communications and DEVELOPER shall have thirty (30) days thereafter to cure such failure prior to CITY having the right to disburse to itself any of the Trust Fund Deposit from the Trust Fund, provided, however, if DEVELOPER'S failure cannot reasonably be cured within said thirty (30) day period, DEVELOPER shall not have failed to perform hereunder so long as DEVELOPER begins the cure within said thirty (30) day period and diligently pursues the cure to completion, except that in an emergency situation as reasonably determined by the CITY, the CITY may proceed to cure and disburse to itself funds necessary to so cure.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures upon this Agreement as duly authorized agents, warranting that they are empowered to bind their respective party, on the date first written above.

[Execution Page Follows]

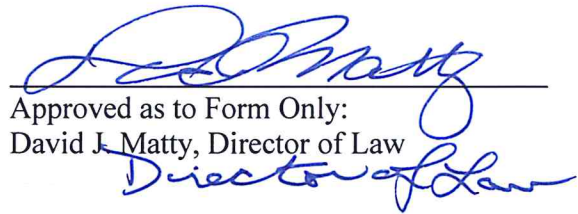
WITNESSES:

**CITY OF BRECKSVILLE, OHIO
(AS TO "CITY")**



Mayor Daryl J. Kingston

Laura Starosta, Finance Director



Approved as to Form Only:
David J. Matty, Director of Law

WITNESSES:

**DIGERONIMO DEVELOPMENT LLC:
(AS TO "DEVELOPER")**

By: _____

Print Name: Kevin DiGeronimo

Title: Treasurer and Secretary

EXHIBIT "A"

THE IMPROVEMENT PLAN

“Exhibit B”

ESCROW AGREEMENT

THIS AGREEMENT, made and entered into at Cleveland, Ohio this ____ day of June, 2024, by and between the **City of Brecksville**, an Ohio Municipal Corporation, hereinafter referred to as “CITY;” and **DiGeronimo Development LLC**, an Ohio limited liability company, hereinafter referred to as “DEVELOPER.”

WITNESSETH

WHEREAS, DEVELOPER will cause the funding of sums into the Private Purpose Trust Fund being Fund No. 781, hereinafter referred to as “ACCOUNT,” in the amount of Two Hundred Twenty Four Thousand Four Hundred and Fifty 00/100 Dollars (\$224,450.00), whereby CITY has agreed to hold such funds as set forth in the Subdivision Agreement between CITY and DEVELOPER of even date herewith (the “Subdivision Agreement”) for the purpose of ensuring completion of the Subdivision improvements for the CANVAS AT VA Phase II (the “Subdivision”), including constructing and installing storm sewer lines, sanitary sewer lines, the construction and maintenance of storm water storage and detention facilities, water mains and appurtenances thereto, service connections, the grading and construction of sidewalks, topcoat of pavement with reinforced concrete curbs and appurtenances incident to the street(s) in the Subdivision, clearing, grading and seeding of land, installation of erosion control measures, perimeter drainage control and trench settlement and other settlement abatement and installation of lighting on all common property and all sublots, installation of subdivision, if required, and landscaping and guaranteeing the maintenance of the aforesaid improvements and completion thereof, in accordance with the Subdivision Agreement.

WHEREAS, it is the agreement of the CITY and the DEVELOPER that disbursement of said funds from the ACCOUNT shall be made only upon certification by the Project Engineer, approved by the Engineer of the CITY, as to the cost and reasonable value of the disbursement and progress of the aforesaid improvements to the date of each disbursement. However, in no event shall the Financial Assurance (as defined in the Subdivision Agreement), herein referred to as the “Account,” have a balance less than **Fifty Thousand 00/100 Dollars (\$50,000.00)** plus the cost of unbuilt sidewalks and the storm pond dredge deposit.

NOW, THEREFORE, in consideration of the foregoing, the CITY and DEVELOPER agree as follows:

1. The disbursement of funds by CITY from the ACCOUNT with respect to the payment of any and all statements for labor and materials in connection with the aforesaid improvements of the Subdivision, and the improvement plans therefor, shall be made only upon receipt by the CITY of payment certificates from the Project Engineer, approved by DEVELOPER and the Engineer of CITY, Donald Bohning & Associates, or its successors in office, that said certificates reflect the reasonable cost and reasonable value of the completion of the development to the date of each disbursement. The Engineer of the CITY agrees to promptly review and approve or disapprove payment certificates within seven (7) days after the same have been submitted to him. Upon receipt of said payment certificate from the Engineer of the CITY, the CITY shall then make the appropriate disbursement of funds except that the CITY shall hold Five (5) Percent of such funds from each pay application as retainage until the development is completed other than sidewalks, which have their own deposit, and approved by the City Engineer and DEVELOPER has posted the Bonds. Provided, however, that in the event the DEVELOPER does not diligently pursue or does not complete the construction of the required improvements in accordance with the terms and

conditions of the Subdivision Agreement and the ordinances of the CITY, subject to applicable notice and cure periods, unless such time is extended by the CITY upon request of the DEVELOPER for good cause shown, the CITY, upon thirty (30) days written notice to the DEVELOPER, shall have the right to complete the installation of the required improvements, as shown on the approved plans and specifications. The cost to the CITY of installing such improvements shall be paid from the funds of the ACCOUNT to the CITY in the same manner as specified above without the necessity of approvals by the Project Engineer and DEVELOPER. All funds remaining, if any, after satisfaction of all obligations of DEVELOPER to the CITY with respect to the Subdivision shall be promptly returned to DEVELOPER.

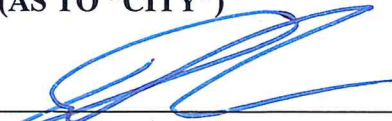
2. It is further agreed between CITY and DEVELOPER that DEVELOPER hereby releases the CITY from any and all responsibility, claims or liability of any kind whatsoever which may arise out of the application of funds to CITY upon default of DEVELOPER, as provided herein, except for reimbursement of funds from the ACCOUNT as provided in this Agreement and the Subdivision Agreement. The DEVELOPER, however, shall remain liable for the full amount of the cost of the installation of the required improvements in excess of the funds in the ACCOUNT.

3. This Agreement shall be binding upon any successors in interest, assignee, heir, executor, administrator or trustee of DEVELOPER. Prior to any voluntary or involuntary assignment of this Agreement, DEVELOPER agrees, to obtain a written statement forwarded to CITY acknowledging the obligation of any successor in interest to comply with the terms of this Agreement.

[Execution Page Follows]

WITNESSES:

**CITY OF BRECKSVILLE, OHIO
(AS TO "CITY")**



Mayor Daryl J. Kingston



Laura Starosta, Finance Director


Approved: *Director of Law*

David J. Matty, Director of Law

WITNESSES:

**DIGERONIMO DEVELOPMENT LLC:
(AS TO "DEVELOPER")**

By: _____

Print Name: Kevin DiGeronimo

Title: Treasurer and Secretary

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5573

Resolution No. _____

**A RESOLUTION ACCEPTING THE PROPOSAL
OF TRANE U.S. INC. TO REMOVE AND REPLACE
THE BUILDING AUTOMATION SYSTEM (BAS) IN
THE SERVICE DEPARTMENT VEHICLE STORAGE
BUILDING; AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The proposal of Trane U.S. Inc. to remove and replace the Building Automation System in the Service Department vehicle storage building in an amount not to exceed twenty-two thousand, two hundred ninety-seven dollars (\$22,297.00) as set forth in their proposal dated March 5, 2024, a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and 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. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to upgrade the BAS, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____ July 16, 2024

APPROVED: _____ July 16, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5573 duly passed by the Council of the City of Brecksville, Ohio, on 7-16, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 7-19, 20 24.

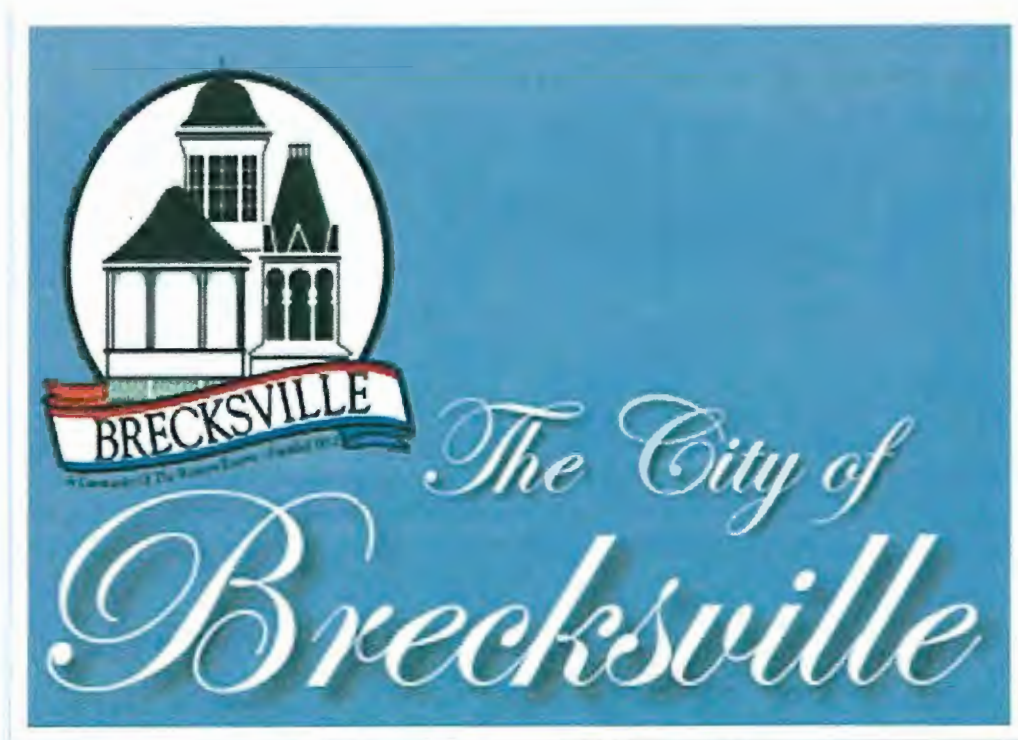


CLERK OF COUNCIL



Vehicle Garage BAS Upgrade

<p>Controls Proposal For: City of Brecksville 9069 Brecksville Rd Brecksville, OH 44141</p> <p>Local Trane Office: Trane U.S. Inc. 9555 Rockside Road, Suite 350 Valley View, OH 44125</p> <p>Date: March 05, 2024</p>	<p>Local Trane Representative: John Rasper Account Manager Cell: (216) 218-5893 Office Phone: (216) 654-1000</p> <p>Proposal ID: 7655922 COOP Quote Number: NJ-245102-24-001 COOP or Federal Contract ID: OMNIA Racine #3341</p>
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Prepared For:
City of Brecksville

Date:
March 05, 2024

Job Name:
City of Brecksville Garage BAS upgrade

Proposal ID:
7655922

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:
46305

Proposal Expiration Date:
30 Days

Scope of Work

Controls Systems and Equipment

- Remove Existing Niagara Front end and associated expansion modules.
- Provide and Install SC+ main building controller in new enclosure to operate as the supervisory controller for the building and the communication link between all controlled equipment. The SC+ controller will have an embedded web interface which will operate as the graphical user interface for the system.
- Integrate Honeywell VA30 CO/NO2 detection controller into SC+ via Cat5 cable.
- Provide and install UC600 with XM70 expansion module.
- Re-land all inputs and outputs from previous system onto new system for future control.
- Program new system to work in accordance with Sequence of Controls originally specified by TES. See appendix A for Sequence of Controls.
- Obtain floor plans and create custom graphics for the building.
- Provide as built drawing of installed system.
- Provide customer training on new system (up to 4 hours).

Turnkey systems services not included

- Work performed outside of normal business hours (8am to 5pm, M-F, non-holidays)
- Controls for any systems not described above.
- Network drop to be provided by others
- New controls, valves, or sensors.



Pricing and Acceptance
City Of Brecksville
9069 Brecksville Rd
Brecksville, OH 44141

Price

Total Net Price (*Excluding Sales Tax*).....\$22,297.00 USD

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIP or CCIP Insurance Programs

Respectfully submitted,

John Rasper
Account Manager
Trane U.S. Inc.
Office Phone: (216) 654-1000



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: John Rasper	Cell: (216) 218-5893 Office: (216) 654-1000 Proposal Date: March 05, 2024
CUSTOMER ACCEPTANCE City Of Brecksville	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative 	Authorized Representative
Printed Name Daryl Kingston	Printed Name
Title Mayor	Title
Purchase Order Acceptance Date:	Signature Date License Number: 46305



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

- 1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
- 4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
- 5. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
- 6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
- 7. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
- 8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
- 9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
- 10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
- 11. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
- 12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
- 13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
- 14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits



If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents

who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.



16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

Appendix A

BASIC SEQUENCE OF CONTROLS

1. THE INTENT OF THE CONTROLS SYSTEM AS ILLUSTRATED AND DESCRIBED HEREIN IS TO PROVIDE MONITORING AND CONTROL OF INDOOR AIR QUALITY AND PROVIDE SUPERVISORY CONTROL OF THE EXISTING HEATING AND VENTILATING H&V EQUIPMENT.

2. THE OPTICAL BEAM SMOKE DETECTION SYSTEM SHALL BE SET AT ITS LOWEST POINT, AS SOME VEHICAL EXHAUST SMOKE IS EMANANT DURING CERTAIN HOURS OF THE DAY. BASIC CONTROL SHALL BE AS FOLLOWS:

a. IF SMOKE IS DETECTED DURING THE MORNING HOURS BETWEEN 7:00 AM AND 8:00 AM AND/OR 3:00 PM TO 4:00 PM (ADJUSTABLE) AND ANY IAQ STATION SENSES CO, NO2 AND/OR CO LEVELS, OUTDOOR INTAKE AIR LOUVERS AND EXHAUST FANS SHALL BE STAGED-ON WITH IAQ AS PROPRIETARY CONTROL.

b. ONCE DATA LOGGING OF VEHICLE SMOKE DETECTION EVENTS HAVE BEEN ANALYZED BY THE OWNER AND THE CONTROLS VENDOR AS TO UNACCEPTABLE SENSING LEVELS, THE OWNER AND/OR CONTROLS VENDOR MAY ELECT TO MODIFY THE SEQUENCE OF THE IAQ AND/OR SMOKE SENSING COMPONENTS.

c. OUTPUT SIGNALS FROM THE SMOKE DETECTION SYSTEM TO BE INTERFACED DIRECTLY INTO THE DDC CONTROL SYSTEM FOR REQUIRED ACTION(S); THIS MAY INCLUDE OVERRIDING OF IAQ SENSORS AND/OR DIRECT CONTROL OF INTAKE LOUVERS AND EXHAUST FANS' SEQUENCE.

d. AS A FUTURE OPTION, THE OWNER MAY ELECT TO UTILIZE THE SMOKE DETECTION SYSTEM AS A PART OF A FIRE ALARM SYSTEM FOR EXTREME SMOKE CONDITIONS THAT MAY INDICATE AN ACTUAL BUILDING FIRE WHEN OCCUPIED OR UNOCCUPIED. AUXILIARY CONTACTS AND/OR UL ACCEPTABLE MEANS MAY BE INTERFACED INTO THE FIRE ALARM SYSTEM AS DIRECTED BY THE OWNER'S EXISTING FIRE ALARM CONTRACTOR IF AND AS APPLICABLE.

3. THE IAQ STATIONS SHALL COMMUNICATE WITH THE DDC SYSTEM TO MAINTAIN 50 TO 55 DEG F HEATING SEASON SPACE TEMPEAURE (ADJUSTABLE), DESIGNATED OSHA & CODE MAXIMUM LEVELS OF CO, NO2 AND CO2. SUMMER VENTILATION/HEAT CONTROL SHALL ALSO BE BASED ON IAQ, SPACE TEMPERATURE AND HUMIDITY AND AS FOLLOWS:

a. NORMAL OCCUPIED ACCEPTABLE CONCENTRATION LEVELS FOR THE BUILDING SHALL BE BELOW 25 PPM FOR CO; UNDER 35 PPM FOR NO2 AND UNDER 2,000 PPM FOR CO2 FOR AN 8-HOUR PERIOD VIA NATURAL VENTILATION AND/OR INTERMITTANT MINIMUM OPERATION OF EXHAUST FANS.

b. IF ANY IAQ STATION SENSES CO OVER 25 PPM AND/OR NO2 OVER 50 PPM AND/OR CO2 OVER 3,000 PPM, CONTROLLER SHALL START ONE (1) EXHAUST FAN AND TWO (2) SETS OF LOUVERS. IF ANY IAQ STATION SENSES CO OVER 150 PPM AND/OR NO2 OVER 75 PPM AND/OR CO2 4,000 PPM, ALL BUILDING INTAKE LOUVERS SHALL BE OPENED AND ALL EXHAUST FANS SHALL BE STARTED. IF ANY IAQ STATION SENSES CO OVER 200 PPM AND/OR NO2 OVER 100 PPM AND/OR CO2 OVER 10,000 PPM, AUDIBLE AND VISUAL ALARMS SHALL BE ACTIVATED TO WARN OCCUPANTS TO VACATE THE BUILDING. EACH IAQ STAGED CONCENTRATION LEVEL SHALL OPERATE LOUVERS AND EXHAUST FANS FOR A MINIMUM OF 5 MINUTES (ADJUSTABLE) AFTER NORMAL BUILDINGS EMISSION LEVELS ARE SENSED, MET AND MAINTAINED.

c. IAQ STATION #1 SHALL MONITOR AND SUPERVISORY CONTROL UNIT HEATER #UH-1, STAGED INTAKE LOUVERS #L-1,2,5,6 ACTUATORS AND EXHAUST FANS EF-1 & 2 OPERATION.

d. IAQ STATION #2 SHALL MONITOR AND SUPERVISORY CONTROL UNIT HEATER #UH-2, STAGED INTAKE LOUVERS #L-1,2,5,6 ACTUATORS AND EXHAUST FANS EF-1 & 2 OPERATION AS WELL.

e. IAQ STATION #3 SHALL MONITOR AND SUPERVISORY CONTROL UNIT HEATER #UH-3, STAGED INTAKE LOUVERS #L-3,4,7,8 ACTUATORS AND EXHAUST FANS EF-5 & 6 OPERATION

f. IAQ STATION #4 SHALL MONITOR AND SUPERVISORY CONTROL UNIT HEATER #UH-3, STAGED INTAKE LOUVERS #L-3,4,7,8 ACTUATORS AND EXHAUST FANS EF-5 & 6 OPERATION AS WELL.

4. EACH OF THE EXISTING EXHAUST FANS SHALL BE DUTY-CYCLE OPERATED FOR OCCUPIED MINIMUM CODE VENTILATION, STARTING WITH FANS EF-1 & EF-3, THEN EF-2 & EF-4. EXHAUST FANS SHALL BE INTERMITTANTLY OPERATED FOR EQUAL RUN TIME FOR 15 MINUTES ON, 15 MINUTES OFF. FANS SCHEDULE TO BE ROTATED FOR EQUAL RUN-TIME.

a. IF ALTERNATE 2A IS ACCEPTED OPERATION OF THE VARIABLE FREQ. DRIVES AT 33-44 HZ AND 60 HZ. SET POINTS WILL BE EMPLOYED.

5. INTAKE AIR LOUVERS SHALL OPEN ONLY WHEN IAQ MONITORING SYSTEM SENSE LEVELS ABOVE OSHA LIMITS AND TWO OR MORE EXHAUST FANS HAVE BEEN STARTED.

6. EXISTING REZNOR UNIT HEATERS

a. THE EXSITNG THERMOSTAT SHALL BE REMOVED; THE DDC SYSTEMS' OUTPUT FORM C CONTACTS SHALL MAKE/BREAK A 24 VAC CIRCUIT TO ENERGIZE ILLUSTRATED "RBM" RELAY TO MAKE/BREAK THE UNITS "R" WIRE TO "W" WIRE. UNIT HEATERS TO BE OPERATED PER ORIGINAL OEM.

b. THE DOG SYSTEMS' OUTPUT FORM C CONTACTS SHALL MAKE/BREAK A 24 VAC CIRCUIT TO ENERGIZE ILLUSTRATED "RBM" RELAY TO MAKE/BREAK THE UNITS "R" WIRE TO "W1" WIRE BASED ON SETPOINTS REQUIRED BY THE OWNER (45 TO 50 DEG F, ADJUSTABLE).

c. THE HEATING SYSTEM SHALL BE LOCKED-OUT INOPERABLE WHENEVER THE OUTDOOR TEMPERATURES ARE ABOVE 50 DEG F (ADJUSTABLE).

7. VEHICLES ARE OCCASIONALLY WASHED WITHIN THE BUILDING WITH HOT WATER THROUGHOUT ALL SEASONS WHICH ULTIMATELY RAISES THE BUILDING'S RELATIVE HUMIDITY LEVEL. SHOULD ANY IAQ SPACE HUMIDITY SENSOR SENSE LEVELS ABOVE 65% RH WHEN THE OUTDOOR TEMPERATURE IS ABOVE 40 DEG F, ONE (1) EXHAUST FAN (IF NOT ALREADY SCHEDULED) SHALL OPERATE CONTINUOUSLY OR UNTIL SPACE RELATIVE HUMIDITY DROPS TO BELOW 60% RH. THE IAQ STATIONS' SPACE TEMPERATURE SENSOR(S) HEAT SHALL AUTOMATICALLY OPERATE UNIT HEATER(S) AS REQUIRED TO MEET AND MAINTAIN 45 TO 50 DEG F SETPOINT (ADJUSTABLE).

a. IF ALTERNATE 2A IS CHOSEN FAN CONTROL BY VFD OPERATION WILL BE REVISED.

8. IN THE WARMER SEASONS WHEN SCHEDULED OCCUPIED, THE EXISTING LOUVERS AND EXHAUST FANS SHALL BE STAGED TO OPERATE AS INDICATED HERIN FOR CONCENTRATION LEVELS DESIGNATED AT ANY INDOOR/OUTDOOR TEMPERATURE IF THE SPACE TEMPERATURE EXCEEDS 80 DEG F AND/OR 70% RH. LOUVERS AND EXHAUST FANS SHALL BE STAGED ON FOR HEAT AND HUMIDITY RELIEF

a. IF ALTERNATE 2A IS C



SEQUENCE						
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		137595	5			
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			1	CONTROL DRAWING	9/21/2015	JS
PROJECT: INTERMEDIATE SERVICE GARAGE UPGRADE 8818 STADIA DRIVE BEECHVILLE, OH 45101				DESIGNED BY	CHECKED BY	
GARDNER AUTOMATION & CONTROLS 31700 DANBROIDGE ROAD SOLI, OH 44139 440.248.3470				SALESPERSON M. WITKOSKI P&C NAME: MSON.ASD	DATE: 9/21/2015 BY: JS	
						DWG
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RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5572

**A RESOLUTION AUTHORIZING THE MAYOR,
ON BEHALF OF THE CITY OF BRECKSVILLE,
TO PROVIDE A GRANT TO THE BRECKSVILLE-
BROADVIEW HEIGHTS COMMUNITY AWARENESS
AND PREVENTION ASSOCIATION FOR THE
PARTIAL FUNDING AND OPERATION OF
PREVENTION AND INTERVENTION SERVICES;
AND DECLARING AN EMERGENCY**

WHEREAS, the Mayor and City Council believe that it is in the furtherance of the public's health, safety and welfare to help fund the Brecksville-Broadview Heights Community Awareness and Prevention Association (C.A.P.A.).

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

SECTION 1. The Mayor be and is hereby authorized, on behalf of the City of Brecksville, to provide a grant in the amount of twenty thousand dollars (\$20,000.00) to the Community Awareness and Prevention Association for the partial funding and operation of prevention and intervention.

SECTION 2. The Council hereby appropriates the sum of twenty thousand dollars (\$20,000.00) to effectuate the provisions contained in Section 1 hereof. The Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and 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 as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the continued operation of the Community Awareness and Prevention Association, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: July 16, 2024

First Reading: July 2, 2024

Second Reading: July 16, 2024

APPROVED: July 16, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5572 duly passed by the Council of the City of Brecksville, Ohio, on 7-16, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 7-19, 20 24.



CLERK OF COUNCIL