

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5534

Resolution No. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO A RELEASE FROM AGREEMENT FOR
THE SALE AND PURCHASE OF REAL ESTATE WITH
MOREL LANDSCAPING, LLC FOR THE MUTUAL
TERMINATION OF THE AGREEMENT TO PURCHASE
PROPERTY KNOWN AS PPN 604-25-007 LOCATED ON
NOBLE PARK LANE AKA NOBLE PARK DRIVE AND
NOBLE PARK ROAD AND THE RETURN OF EARNEST
MONEY/DOWN PAYMENT; AND DECLARING
AN EMERGENCY**

WHEREAS, at its meeting of October 3, 2023, the Council adopted Ordinance No. 5649 authorizing the Mayor to enter into an Agreement for the Sale & Purchase of Real Estate with Morel Landscaping, LLC for PPN 604-25-007 located on Noble Park Lane aka Noble Park Drive and Noble Park Road; and

WHEREAS, Morel Landscaping, LLC desires to terminate said Agreement for the Sale & Purchase of Real Estate for PPN 604-25-0007 located on Noble Park Lane aka Noble Park Drive and Noble Park Road, requests the return of earnest money/down payment of five thousand dollar (\$5,000) and desires to enter into a Release from Agreement for the Sale & Purchase of Real Estate.

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 Release from Agreement for the Sale and Purchase of Real Estate with Morel Landscaping, LLC for the mutual termination of the Agreement to purchase property known as PPN 604-25-007, located on Noble Park Lane aka Noble Park Drive and Noble Park Road, and the return of the earnest money/down payment of five thousand dollars (\$5,000) to Morel Landscaping, LLC, a copy of which Release from Agreement for the Sale and Purchase of Real Estate is attached hereto as Exhibit "A" and incorporated herein as if 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 relates to the need to terminate the agreement to purchase the property, 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.

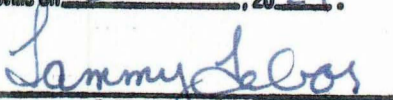
PASSED: _____ March 5, 2024

APPROVED : _____ March 5, 2024

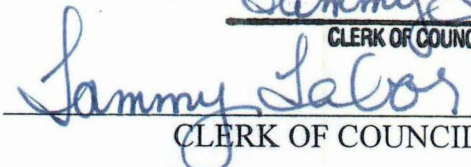


MAYOR

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 8534 duly passed by the Council of the City of Brecksville, Ohio, on 3-5, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-8, 20 24.



CLERK OF COUNCIL



CLERK OF COUNCIL

EXHIBIT "A"

**RELEASE FROM AGREEMENT FOR THE SALE
AND PURCHASE OF REAL ESTATE**

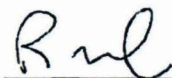
This Release from Agreement is made by and between Morel Landscaping, LLC, (hereinafter the Purchaser) and the City of Brecksville Land Reutilization Program (hereinafter the Seller), effective on the date executed by the last party.

The Purchase has exercised its right under the Agreement by and between the aforesaid parties dated October 11, 2023, after its due diligence, to withdraw the offer to purchase the property identified as V/L NOBLE PARK LANE, BRECKSVILLE, OHIO 44141; PROPERTY PERMANENT PARCEL NUMBER: 604-25-007.

Upon this Release being fully executed, Seller shall return the Earnest Money deposit of \$5,000.00 to Purchaser and each party is hereinafter released from any further obligation under the Agreement. Counterparts of this Release shall be effective as one Release, and copies, digital or facsimiles shall be as effective as the original(s).

PURCHASER SIGNATURE:

MOREL LANDSCAPING, LLC



By: ROB MOREL, its President

DATED: 2/19/24

SELLER SIGNATURE:

CITY OF BRECKSVILLE LAND REUTILIZATION PROGRAM



By: MAYOR DARYL KINGSTON

DATED: 2/20/24

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5535

Resolution No. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT,
CHAGRIN VALLEY DISPATCH COUNCIL AND THE BRECKSVILLE
POLICE DEPARTMENT TO INSURE ALL AGENCIES HAVE
MECHANISMS FOR SHARING INFORMATION;
AND DECLARING AN EMERGENCY**

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 Memorandum of Understanding with the Cuyahoga County Sheriff's Department, Chagrin Valley Dispatch Council and the City of Brecksville Police Department, to insure all agencies have mechanisms for sharing information, a copy of which Memorandum of Understanding is attached hereto as Exhibit "A."

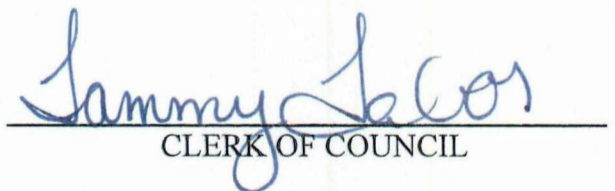
SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the necessity to insure the Brecksville Police Department has mechanisms for sharing information, 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: _____ March 5, 2024

APPROVED: _____ March 5, 2024

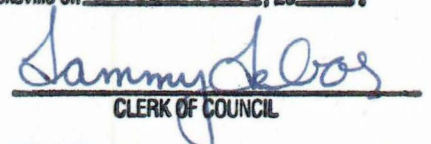


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5535 duly passed by the Council of the City of Brecksville, Ohio, on 3.5, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3.8, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"

**DATA USE AND SECURITY AGREEMENT FOR THE CRIMINAL JUSTICE
INFORMATION SHARING DATA WAREHOUSE**

This Data Use and Security Agreement ("Agreement") is made and entered into as of the 5 day of March 2024, by and among the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified and supplemented to the effective date hereof, on behalf of the Cuyahoga County Sheriff's Department (hereinafter referred to as the "County"), **[Police Department]** ("**Participant**"), and **Chagrin Valley Dispatch Council** ("**Hosting Provider**"). The County, Participant, and Hosting Provider are collectively the "Parties". The Criminal Justice Information Sharing Data Warehouse hereinafter is referred to as "CJISDW."

STATEMENT OF THE AGREEMENT

MISSION: The mission of the CJISDW is to facilitate information sharing among and between law enforcement agencies and other government agency partners (collectively, the "Participating Agencies").

PURPOSE: The purpose of this Agreement is to ensure the Participating Agencies have mechanisms for sharing timely, relevant, and accurate information that will help them perform their respective governmental function.

PARTIES: The Participant and the County, together with the other Participating Agencies, will collaborate for outreach and information sharing through the system developed by the Hosting Provider.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

Article I. Purpose

Section 1.01 This Agreement addresses the terms and conditions under which the Parties agree to use and provide access to their data to carry out the CJISDW. The CJISDW will strengthen collaborative efforts of Northeast Ohio law enforcement agencies by developing a system of information sharing that will be available to all Participating Agencies.

Article II. Roles and Responsibilities

Section 2.01 The County is the CJISDW coordinating agency. The County, through the Hosting Provider, agrees to host and oversee the CJISDW, including, but not limited to, data management, data storage, data security, and reporting as requested by the County. The County may move or switch hosting providers for the CJISDW.

- (a) Participant agrees to access and use the data from Participating Agencies solely for law enforcement purposes.

- (b) The Hosting Provider shall maintain operational programs to prohibit inquiries from any terminal or other access site that is not properly authorized. The County has the right to audit and confirm and test that adequate procedure and controls are in place to protect data shared under this Agreement. The Hosting Provider shall establish and maintain security, audit, and control mechanisms to identify improper use of data accessed under this Agreement and to initiate appropriate action for violation of this Agreement, including criminal prosecution or employee sanction.

Section 2.02 Participant is a member of the CJISDW. As a Participating Agency, Participant agrees to the following:

- (a) Participant agrees to provide Hosting Provider access to their data (the “Participant Data”) to the best of their ability.
- (b) Participant agrees to allow access to the Participant Data and any future data that is mutually agreed upon with all Participating Agencies.
- (c) In order to remain as a Participating Agency, Participant shall at all times be in compliance with the privacy, confidentiality and security requirements of any local, state and/or federal agency or any applicable law. This includes agency privacy policies, wall postings or other privacy-related notices to clients, consent or release of information forms and/or procedures for implied or informed express consent, user agreements, and all other privacy and security-related requirements.
- (d) All Participant Data provided to the Hosting Provider for the CJISDW will be in accordance with local laws and/or other applicable information release procedures. Participant will be responsible for their own compliance with federal and state law regarding the Participant Data.
- (e) Participant shall continue to own all their Participant Data. At no time will the County be the custodian of record for Participant Data. All public records requests received by the County shall be forwarded to the relevant Participating Agency for fulfillment.
- (f) Participant agrees that the sharing and exchange of information contemplated under the terms of this Agreement shall be voluntary and without charge, fee, or other consideration.

Article III. Data Exchange

Section 3.01 Pursuant to the terms and conditions of this Agreement, Participant shall allow Hosting Provider to access its Participant Data.

Section 3.02 Data exchange process

- (a) Participant agrees that data exchanges will occur through a secure connection established by the Hosting Provider through an interface with Participant’s RMS system provider.
- (b) All parts of the data exchange process shall meet or exceed State of Ohio Law Enforcement Automated Data Systems and National Crime Information Center requirements.

Article IV. Confidentiality

Section 4.01 Participant understands and agrees that information contained in the CJISDW and disclosed for the purpose described above shall not be used for any purpose except as expressly permitted herein.

Section 4.02 Information and access thereto shall be restricted to persons who are authorized under this Agreement. Participating Agency shall be responsible for properly training its authorized users and enforcing all applicable laws and regulations.

Section 4.03 Parties agree to use appropriate administrative, technical, and physical safeguards to protect all Participating Agencies' data contained in the CJISDW. Authorizations should be based on the principles of need to know, least privilege and separation of duties.

Article V. Term

Section 5.01 The term of this Agreement shall commence upon full execution of this Agreement and shall continue until modified or terminated by all Parties.

Section 5.02 Upon receipt of a notice of termination, Participant's access to the CJISDW will be rescinded and the Participant Data will no longer be available for use and access by other Participating Agencies. Termination by any other Participating Agency shall not affect the continuation of this Agreement.

Section 5.03 In the event of an allegation or actual breach of this Agreement by Participant, the County may immediately suspend access to the CJISDW until such allegations or breaches are resolved in order to protect the integrity of the CJISDW.

Article VI. Limitation of Liability and Indemnification

Section 6.01 No party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity. The Parties specifically agree that this Agreement is for the benefit of the Parties only and that this Agreement creates no rights in any third party. In no event shall either party be responsible to the other for special, indirect or consequential damages of any kind.

Article VII. Disclaimer of Warranties

Section 7.01 The Parties make no warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose.

Section 7.02 The Parties make no warranties, express or implied, as to the accuracy of the data. Any reliance on the data shall be at the other party's own risk and the disclosing party shall not be responsible for any party's reliance on such data.

IN WITNESS THEREOF, the duly authorized representatives of the Parties have affirmed their signatures hereto on the date (s) written below:

Cuyahoga County:

Participant:

City of Brecksville

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: Daryl J. Kingston

Title: Mayor

Date: 3/5/24

Chagrin Valley Dispatch Council:

By: _____

Name: _____

Title: _____

Date: _____

City of Berkeley



Mayor
Berkeley
Berkeley, CA

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5536

Resolution No. _____

**A RESOLUTION ACCEPTING THE PROPOSAL OF
CHAGRIN VALLEY ENGINEERING, LTD. TO
PROVIDE ENVIRONMENTAL SERVICES FOR THE
BRECKSVILLE ROAD RESURFACING PROJECT;
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:

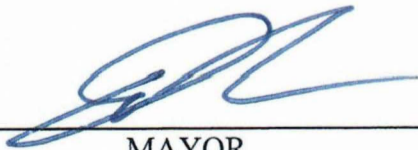
SECTION 1. The proposal of Chagrin Valley Engineering, Ltd. to provide Environmental Services for the Brecksville Road Resurfacing Project in the amount of six thousand, five hundred dollars (\$6,500.00) as set forth in their proposal dated February 1, 2024, a copy of which is attached hereto as Exhibit "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.

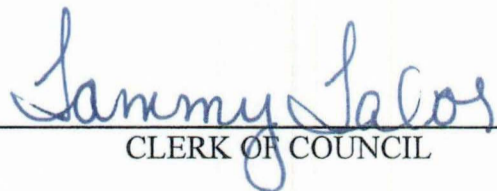
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to proceed with the project, therefore, said Resolution shall be in full force and effect immediately upon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

PASSED: _____ March 5, 2024

APPROVED: _____ March 5, 2024

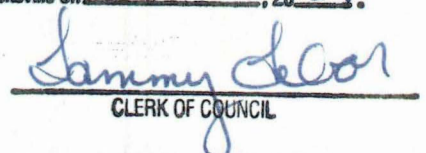


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5536 duly passed by the Council of the City of Brecksville, Ohio, on 3-5, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-8, 2024.



CLERK OF COUNCIL

EXHIBIT "A"



February 1, 2024

Mr. Gerry Wise, PE
Donald Bohning & Associates
7979 Hub Parkway
Valley View, OH 44125

Re: CUY- SR021-02.93 - Brecksville Road Resurfacing, PID 110610 - Environmental Services

Dear Mr. Wise:

In accordance with the environmental scope of work described in the LPA Scope of Services Form provided via email to Chagrin Valley Engineering (CVE) on January 19, 2024, following scope and fee was developed to execute environmental documentation to support the design performed by Donald Bohning and Associates (DBA).

SCOPE OF WORK

CVE will complete the Section 106 – Scoping Request Form, Ecological Exempt Form, Regulated Materials Screening Form and the C1 documentation to fulfil the NEPA requirements for the resurfacing project. Documentation will include database research and the development of supporting information including mapping, which will accompany these forms for submittal into EnviroNet. CVE will coordinate with the ODOT District Environmental Staff, as necessary, to facilitate approval.

COMPENSATION

The total fee for the above-described scope of work is \$6,500 which will be billed in two lump sum amounts based upon the following milestones: 80% when the documentation referenced above is uploaded/submitted in EnviroNet and 20% when the C1 document is approved by ODOT (after the 30 day PI comment period and resolution is complete).

SCHEDULE

CVE anticipates the completion of the documentation in EnviroNet on or before September 13, 2024, with appropriate project development to support the work. Updates to the document will be made based upon ODOT comments and to document the conclusion of the PI notification period and any comments/responses related to the project that were received, in order to facilitate the approval of the CE document in accordance with the schedule.

CLARIFICATIONS/EXCEPTIONS/ASSUMPTIONS

The following items are excluded from the effort listed above:

- Design Services
- Field Work or any Environmental Documentation within other disciplines or at a higher level than indicated in the LPA Scope of Services
- Public Involvement Activities aside from coordinating with and transferring information provided by DBA to be uploaded/submitted in EnviroNet. DBA will post the notice and manage public comments and provide documentation of same to CVE
- CVE will rely upon DBA to provide project-specific information (including plans) to be utilized in the completion of our work

Thank you for the opportunity to provide this proposal to perform professional services in support of this project. Please contact me at 440-399-0841 or via email at fulton@cvelimited.com if you have any questions.

Respectfully Submitted,
Chagrin Valley Engineering, Ltd.

A handwritten signature in blue ink that reads "Beth Fulton".

Beth Fulton, PE
Partner

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5537

Resolution No. _____

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A SUBDIVISION AGREEMENT
WITH HARRIS PARK DEVELOPMENT, LLC FOR
TREE FELLING APPROVAL ON PROPERTY LOCATED
AT 9457 HIGHLAND DRIVE; 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 with Harris Park Development, LLC for tree felling approval on property located at 9457 Highland Drive, a copy of which Agreement is attached hereto as Exhibit "A" and expressly made a part hereof by reference.

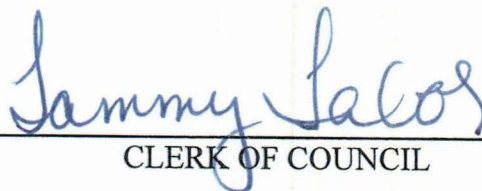
SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the necessity to implement the Agreement for timely tree felling on the property, therefore, said Resolution 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: _____ March 5, 2024

APPROVED: _____ March 5, 2024

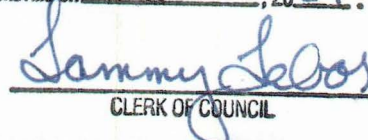


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5537 duly passed by the Council of the City of Brecksville, Ohio, on 3-5, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-8, 2024.



CLERK OF COUNCIL

EXHIBIT "A"

SUBDIVISION AGREEMENT
(Tree Felling Approval)

THIS AGREEMENT, made and entered into at Cleveland, Ohio this 5 day of March, 2024, by and between the City of Brecksville, an Ohio Municipal Corporation, hereinafter referred to as "CITY"; Harris Park Development, LLC, an Ohio Corporation, and Bojan R. Knez, an individual, hereinafter collectively referred to as "DEVELOPER."

WITNESSETH

WHEREAS, The Preliminary Plan of 9457 Highland Drive, hereinafter referred to as "Subdivision," have been previously presented to the Council of CITY for approval; and

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

WHEREAS, DEVELOPER desires to proceed with tree felling and has presented its Tree Felling Plan to CITY, a copy of said plan is attached hereto and marked Exhibit "A"; and

WHEREAS, DEVELOPER desires to proceed with tree felling prior to submission of Final Improvement Plans to the CITY for review and approval; as such, the DEVELOPER understands it is proceeding at its own risk; and

WHEREAS, the City has established and the DEVELOPER has funded a Private Purpose Trust Fund being Fund No. 781, in the amount of Thirty-Five Thousand Dollars (\$35,000), for the work provided for in this Subdivision Agreement.

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 four (4) months from the date hereof it will complete the work within the areas shown and described on Exhibit "A" hereof, at its sole expense, and without any cost, expense or liability whatsoever to the CITY as it relates to tree felling, removal of tree debris, restoration of disturbed areas, and erosion control measures and perimeter sediment controls as depicted. All work shall be completed in accordance with the plans and specifications approved by the Engineer of the CITY and as contained in said Exhibit "A" and in accordance with the Ordinances, regulations and specifications of the CITY. DEVELOPER agrees to discharge all liabilities in connection with the installation of the above mentioned improvements.

2. DEVELOPER has deposited funds with the CITY in an amount not less than Thirty-Five Thousand Dollars (\$35,000) to be placed in Private Purpose Trust Fund No. 781 to be used solely to finance and pay the total cost, if required, to restore disturbed areas resulting from construction and to plant/landscape the area abutting Highland Drive and the Northern abutting neighbor by adding trees back to the area cleared as part of this work if DEVELOPER does not submit final engineering plans and enter into our "complete" Subdivision Agreement within six (6) months from the date of this Agreement. CITY and DEVELOPER agree that disbursement of the aforesaid funds shall be made only upon the City Engineer certifying that work has been completed in accordance with the terms of this Subdivision Agreement for Tree Felling Approval.

3. DEVELOPER, simultaneously with the execution of this Agreement, shall deposit with the Finance Director of the CITY the sum of Ten Thousand Dollars (\$10,000) 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 foregoing sum 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, it shall deposit such

additional sums as may be required upon the request of the Finance Director of the CITY. Any unused funds shall be refunded to DEVELOPER.

4. DEVELOPER agrees that simultaneously with the execution of this Agreement, and before any work hereunder is commenced, it will submit evidence to the satisfaction of the Law Director of the CITY, that it, or its contractors, have obtained public 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, including the maintenance of the aforementioned improvements agreed by the DEVELOPER to be maintained. 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, 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.

5. 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 under the control of 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 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.

6. 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.

7. 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.

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.

WITNESSES:

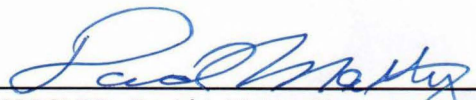
CITY OF BRECKSVILLE, OHIO (AS TO "CITY"):



Mayor Daryl J. Kingston



Laura Starosta, Finance Director



APPROVED: David J. Matty, Director of Law
Director of Law

WITNESSES:

HARRIS PARK DEVELOPMENT, LLC:

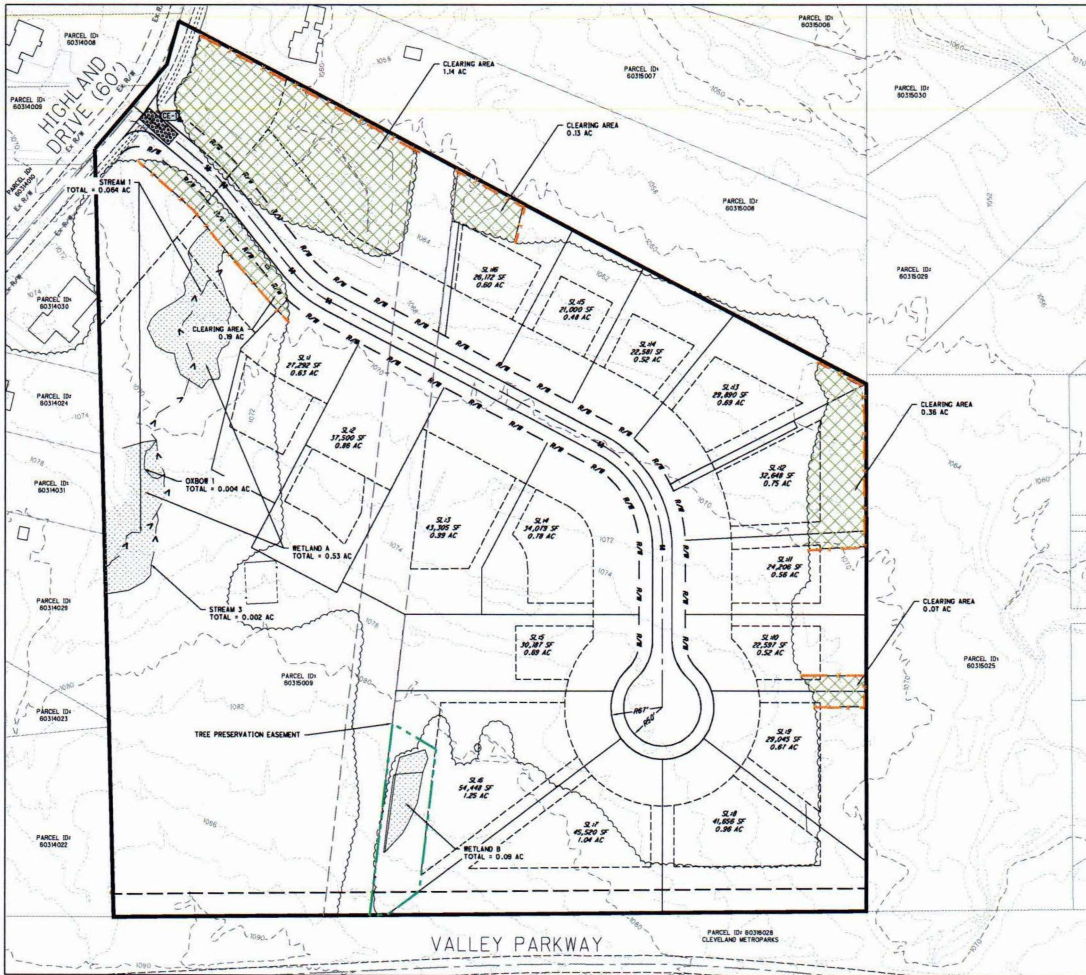
By: _____
Bojan R. Knez

Print: _____

WITNESSES:

AND INDIVIDUALLY BY BOJAN R. KNEZ:

Bojan R. Knez
Print: _____



SITE TREE PRESERVATION DATA

PROJECT AREA: 21.3 AC
 TREE COVER EXISTING (ACRES): 9.88 AC
 TREE COVER EXISTING (SQ FT): 46,388
 OPEN SPACE EXISTING (ACRES): 11.42 AC
 OPEN SPACE EXISTING (SQ FT): 53,526
 TREE PRESERVATION POST-CLEARING (ACRES): 1.99 AC
 TREE PRESERVATION POST-CLEARING (SQ FT): 37,516
 OPEN SPACE POST-CLEARING (ACRES): 13.31 AC
 OPEN SPACE POST-CLEARING (SQ FT): 62,496

LEGEND
 CONSTRUCTION ENTRANCE
 ORANGE CONSTRUCTION FENCE
 TREE PRESERVATION EASEMENT

LEGEND
 EXISTING WETLAND
 EXISTING STREAM

EXHIBIT "A"

APPROVED
 SAUNDERS
 CITY OF BRECKSVILLE ENGINEER
 DATE: 2/7/2024

- City of Brecksville Approval Notes**
- This approval is for tree falling only. No clearing or distribution is permitted.
 - Prior to issuance of a permit, approvals are required from:
 - The City Engineer
 - The City Auditor
 - The Brecksville Planning Commission
 - A Tree Felling Substitution Agreement is required to be executed by the Applicant and City prior to commencing work. No work is to be performed until the agreement is signed. All trees within the regulated clear cut area must be removed and/or pulled back into the site. The applicant must be able to demonstrate the replacement of trees to be removed with trees of equal or greater value. Prior to commencing, planting time and clearing limits must be clearly identified on the City Records and clearly Report the quantity and clearing limits.
 - All tree removal operations must be approved by the City Building Department.
 - Work Hours:
 - Per City Code - Noise Ordinance: Work hours are between 7:00am - 7:00pm.
 - All falling must be completed by March 30, 2024.
 - Setbacks & Buffer Zones:
 - If ground disturbance is anticipated, areas must be immediately fenced and marked with orange and white.
 - In areas where runoff may be encountered, appropriate sediment controls must be implemented to protect neighboring properties and downstream waterways.

PROJECT NUMBER: 2862
 DATE: 02/04/24
 SHEET: 1
 CITY OF BRECKSVILLE
 HIGHLAND ELEMENTARY
 TREE PRESERVATION
 PLAN

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5690

Ordinance No. _____

**AN ORDINANCE ACCEPTING THE BID OF
MARKS CONSTRUCTION, INC. FOR THE
RIVERVIEW ROAD SLOPE REPAIR PROJECT;
AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to the publication of bids according to law, bids for the Riverview Road Slope Repair Project in accordance with the specifications on file in the office of the Director of Purchasing, were received and opened according to law at 10:30 a.m. on Monday, February 26, 2024, and it being determined that the bid of Marks Construction, Inc. was the lowest responsive and responsible bid.

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

SECTION 1. The bid of Marks Construction, Inc. for the Riverview Road Slope Repair Project, in an amount not to exceed two hundred forty-five thousand, five hundred twenty-six dollars (\$245,526.00), in accordance with the specifications on file in the office of the Director of Purchasing, be and the same is hereby accepted.

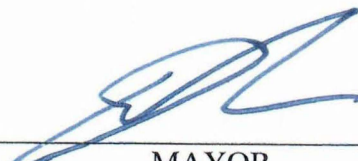
SECTION 2. The Mayor be and is hereby authorized and directed to enter into a contract on behalf of the City of Brecksville with Marks Construction, Inc. set forth in Section 1 hereof, said contract to be in such form as is approved by the Director of Law.

SECTION 3. 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.

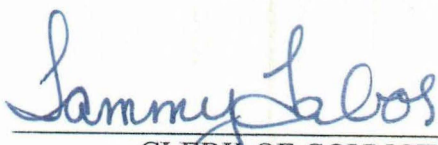
SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to commence with the project, therefore, said Ordinance shall be in full force and effect immediately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

PASSED: _____ March 5, 2024

APPROVED : _____ March 5, 2024

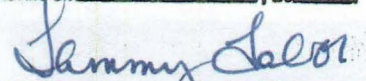


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5690 duly passed by the Council of the City of Brecksville, Ohio, on 3.5, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3.8, 2024.



ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5691

**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 estimated resources and appropriations in the General fund.

406.00	General Property Tax	R1100141-01010
48.00	Property Tax Rollback	R1100142-02010
680,000.00	Economic Development	1100150-21130
115,000.00	Reimbursable Damages	1100150-21060
800,000.00	Machinery & Equipment	C1100150-33000

SECTION 2. That the Director of Finance be authorized to increase estimated resources in the Road Improvement Charter Levy fund.

116.00	General Property Tax	R2050411-01010
14.00	Property Tax Rollback	R2050412-02010

SECTION 3. That the Director of Finance be authorized to increase estimated resources in the Recreation Expansion fund.

98,000.00	Other Capital Grants	R2410710-08590
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SECTION 4. That the Director of Finance be authorized to increase estimated resources in the Fire Department fund.

393.00	General Property Tax	R2900262-01010
47.00	Property Tax Rollback	R2900263-02010

SECTION 5. That the Director of Finance be authorized to increase estimated resources in the Police Pension fund.

34.00	General Property Tax	R2720217-01010
4.00	Property Tax Rollback	R2720218-02010

SECTION 6. That the Director of Finance be authorized to increase estimated resources and appropriations in the General Municipal Improvements fund.

631,452.00	Reimb - NEORS	R4800142-02900
493,782.84	Reimb - Miscellaneous	R4800142-02810
750,000.00	Ohio Public Works Commission	R4800810-08560
675,000.00	Roads	C4800171-35010
370,000.00	Sidewalks	C4800171-35020
57,000.00	Traffic Signals	C4800171-35040
172,000.00	Storm Sewer	C4800171-35050

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5691

536,000.00 Sanitary Sewer

C4800171-35060

SECTION 7. That the Director of Finance be authorized to increase appropriations in the Building & Improvements fund.


55,000.00 Building Improvements

C4900166-32020

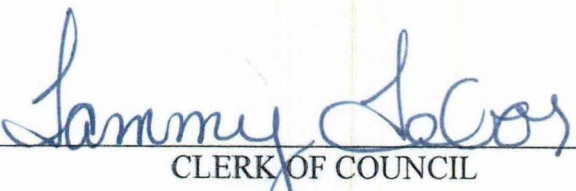
SECTION 8. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to make adjustments to appropriations of the City, therefore, said Ordinance shall be 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: March 5, 2024

APPROVED : March 5, 2024

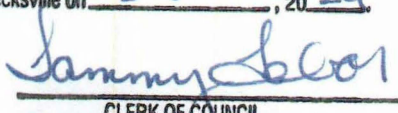


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5691 duly passed by the Council of the City of Brecksville, Ohio, on 3-5, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-8, 20 24.



CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5692

**AN ORDINANCE AUTHORIZING THE PURCHASE OF
ONE (1) HD14VVi 5-TON ASPHALT ROLLER FOR USE
BY THE SERVICE DEPARTMENT FROM THE MCLEAN
COMPANY THROUGH SOURCEWELL; AND DECLARING
AN EMERGENCY**

WHEREAS, pursuant to Article II of its Charter, the City of Brecksville may exercise its power of local self-government through the enactments of the Council; and

WHEREAS, the Director of Purchasing for the City of Brecksville has been authorized to register with Sourcewell; and

WHEREAS, the City of Brecksville deems it cost effective and in the City's best interest to purchase equipment according to the pricing established under the Sourcewell proposal; and

WHEREAS, on February 25, 2024 the City of Brecksville Service Garage and equipment in said garage were damaged by fire.

NOW, THEREFORE, BE IT ORDAINED 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 to enter into a contract on behalf of the City of Brecksville with The McLean Company, through Sourcewell and specifically contract #060122-WAI, said contract to be in such form as is approved by the Director of Law, for the purchase of the following for use by the Service Department:

<u>QUANTITY</u>	<u>ITEM</u>	<u>AMOUNT</u>
1	HD14VVi 50-Ton Asphalt Roller	\$76,808.00
TOTAL	<u>\$76,808.00</u>	

SECTION 2. 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 as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

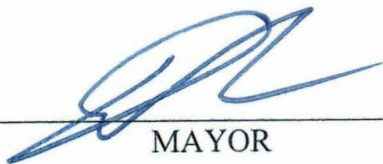
SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for the equipment, therefore, said Ordinance shall be in full force and effect immediately upon its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

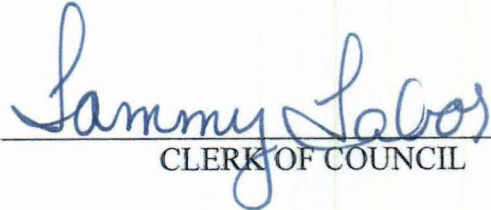
ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5692

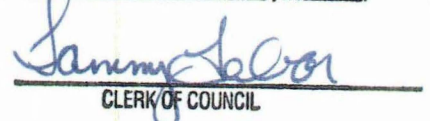
PASSED: March 5, 2024

APPROVED: March 5, 2024


MAYOR


CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5692 duly passed by the Council of the City of Brecksville, Ohio, on 3.5, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3.8, 20 24.


CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5693

**AN ORDINANCE AUTHORIZING THE PURCHASE
OF TEN ARI-HETRA MOBILE VEHICLE LIFTS AND
RELATED EQUIPMENT FOR USE BY THE SERVICE
DEPARTMENT FROM ARI PHOENIX, INC. THROUGH
THE STATE OF OHIO ADMINISTRATIVE SERVICES
PURCHASING PROGRAM; AND DECLARING
AN EMERGENCY**

WHEREAS, pursuant to the provisions contained in Section 125.04 of the Ohio Revised Code, the City of Brecksville deems it cost effective to purchase certain equipment through the State of Ohio, Administrative Services Purchasing Program; and

WHEREAS, on February 25, 2024 the City of Brecksville Service Garage and equipment in said garage were damaged by fire.

NOW, THEREFORE, BE IT ORDAINED 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 to enter into a contract on behalf of the City of Brecksville with the State of Ohio, Department of Administrative Services - State Purchasing, through its authorized vendor, ARI Phoenix, Inc., said contract to be in such form as is approved by the Director of Law, for the purchase of the following ARI-HETRA mobile vehicle lifts and related equipment for use by the Service Department:

<u>QUANTITY</u>	<u>ITEM</u>	<u>AMOUNT</u>
10	ARI-HETRA Mobile Vehicle Lifts and Related Equipment <i>Contract #RS900921-3</i>	\$141,496.05
	TOTAL	<u>\$141,496.05</u>

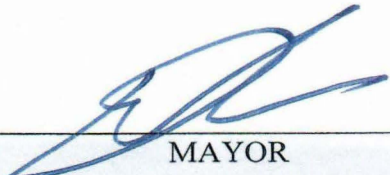
SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is 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 as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

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 Service Department's need for the equipment 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.

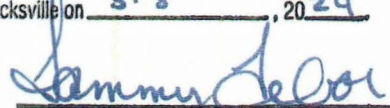
I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5693 duly passed by the Council of the City of Brecksville, Ohio, on 3-5, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-8, 20 24

PASSED: March 5, 2024

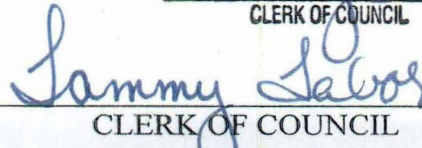
APPROVED : March 5, 2024



MAYOR



CLERK OF COUNCIL



CLERK OF COUNCIL