

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5733

**AN ORDINANCE AUTHORIZING THE MAYOR TO
EXECUTE AN AMENDED AND RESTATED ECONOMIC
INCENTIVE AND JOB PRESERVATION AGREEMENT
WITH PHYSICIANS AMBULANCE SERVICE, INC.
CONCERNING THE GRANTING BY THE CITY OF
CERTAIN INCENTIVES TO CREATE AND PRESERVE
JOBS WITHIN THE CITY OF BRECKSVILLE;
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Brecksville and Physicians Ambulance Service, Inc. desire to amend the original Economic Incentive and Job Preservation Agreement dated October 4, 2022, authorized by Ordinance No. 5554, passed October 4, 2022; and

WHEREAS, the City has offered certain economic incentives to Physicians Ambulance Service, Inc. in exchange for a contractual obligation to maintain a presence and Minimum Level of Operation within the city of Brecksville in the State of Ohio for a certain number of years.

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 execute an Amended and Restated Economic Incentive and Job Preservation Agreement on behalf of the City of Brecksville with Physicians Ambulance Service, Inc. relating to the creation and preservation of jobs and expansion within the City of Brecksville and the State of Ohio, a copy of such Agreement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

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, non-tax revenue, 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.

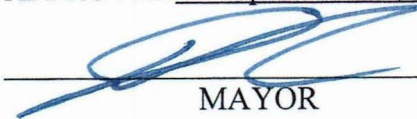
SECTION 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Company's desire to continue operation and expansion in the city, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

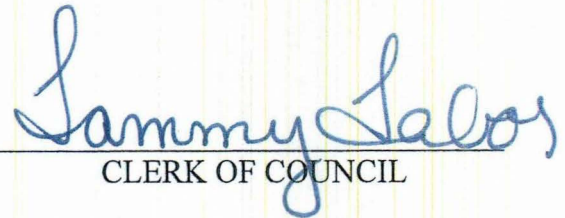
ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5733

PASSED: September 17, 2024

APPROVED: September 17, 2024


MAYOR


CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5733 duly passed by the Council of the City of Brecksville, Ohio, on 9.17, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9.20, 2024.

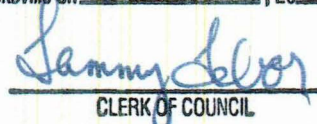

CLERK OF COUNCIL

EXHIBIT "A"

**AMENDED AND RESTATED ECONOMIC INCENTIVE AND JOB CREATION
AGREEMENT**

This Amended and Restated Economic and Job Creation Agreement (the "Agreement") is made and entered into this 17 day of September, 2024, by and between PHYSICIANS AMBULANCE SERVICE, INC. (the "Grantee"), an Ohio corporation doing business as Physicians Ambulance with its principal place of business at 9200 Noble Park Drive, Brecksville, Ohio 44141; J HESS HOLDINGS INC., an Ohio Corporation, and MR. JASON HESS of 2392 Georgia Drive, Westlake, Ohio 44145, an individual and owner of the Grantee (hereinafter collectively referred to as the "Guarantors"); and the CITY OF BRECKSVILLE, OHIO (the "City"), an Ohio Municipal Corporation, and under the authority of Ordinance No. 5733, passed the 17 day of September, 2024 and attached as Exhibit A (the "Ordinance").

WHEREAS, the City desires to continue encouraging economic growth and the creation and preservation of employment opportunities within the City; and

WHEREAS, the City, the Grantee and the Guarantors desire to amend the original Economic Incentive and Job Creation Agreement dated October 4, 2022, authorized by Ordinance No. 5554, passed October 4, 2022.

WHEREAS, the City, in an effort to provide certain economic incentives for the Grantee's continued operation and expansion in the City, offers certain economic incentives to the Grantee in exchange for this contractual obligation to maintain a presence and Minimum Level of Operation ("MLO"), as defined herein, within the City and the State of Ohio (the "State") for a period of at least ten (10) years (the "Compliance Period"); and

WHEREAS, the City has determined that these efforts will result in the creation and preservation of jobs and the generation of tax revenues.

NOW, THEREFORE, in exchange for the mutual covenants expressed herein, the parties hereby agree as follows:

1. Description of Grantee Business and Operations – The Grantee, a third generation, family-owned business, was founded in 1958. Today, the Grantee is one of the largest private ambulance providers in the region, with three hundred and thirty (330) employees, and seventy-eight (78) vehicles that offer Critical Care, Advanced Life Support, Basic Life Support and Wheelchair Divisions services. Clients include fourteen (14) medical centers, one hundred twenty (120) skilled nursing and assisted living facilities, four (4) professional sports teams, five (5) colleges and universities, twenty-five (25) high schools, and many other specialty clients requiring medical transport and event medicine services. It is the Grantee’s mission “to help and care for those who cannot for themselves,” and they intend to continue advancing this mission by relocating to the City to facilitate an expansion of their operations.

The Guarantors, J HESS HOLDINGS INC., is the owner of the land and facility with a mailing address of 9200 Noble Park Drive, Brecksville, Ohio, 44141, and Permanent Parcel Number 604-25-005 (the “Property”) and Jason Hess as an individual. The Grantee relocated its headquarters to the Property due to the inability to expand at their prior location in Warrensville Heights, Ohio. The Property is comprised of a 52,350 square foot structure with potential room for further expansion.

In 2023, the Grantee had an annual payroll of four million, nine hundred forty-five thousand, four hundred dollars (\$4,945,400) on which income tax was collected by the City through its proper agency, Regional Income Tax Agency (hereinafter referred to as “RITA”).

2. Incentive by City – The City provided an economic incentive to the Grantee as set forth below, based upon the following conditions, formula, and terms:
 - a. The City provided an upfront incentive payment in the amount of one hundred eighty thousand dollars (\$180,000) that was applied to the down payment for the acquisition of the Property. The City’s payment for the purchase of said real estate was evidenced by the submission of a settlement statement to the City, and is subject to the terms and conditions set forth herein.
 - b. The “Compliance Period” begins on January 1, 2023, and ends ten (10) years following the Compliance Period Commencement Date with the Agreement’s end date being December

31, 2032 (the "Compliance Period End Date"). From the Compliance Period Commencement Date, each consecutive twelve (12) months is hereinafter referred to as the "Compliance Year".

3. Commitment by the Grantee – In consideration of payment of the incentive by the City set forth above, the Grantee agrees to maintain its business within the City for a period of no less than (10) years, ending on the Compliance Period End Date, subject to termination as set forth below, and to achieve and maintain the payrolls subject to the City's Municipal withholding Income Tax and described in the MLO Chart herein.

a. MLO Chart

MLO/Compliance Year	Minimum City of Brecksville Payroll Required for Compliance	2% City of Brecksville Municipal Withholding Income Tax
1	\$4,900,000.00	\$98,000.00
2	\$5,100,000.00	\$102,000.00
3	\$5,200,000.00	\$104,000.00
4	\$5,400,000.00	\$108,000.00
5	\$5,500,000.00	\$110,000.00
6	\$5,700,000.00	\$114,000.00
7	\$5,800,000.00	\$116,000.00
8	\$5,900,000.00	\$118,000.00
9	\$6,000,000.00	\$120,000.00
10	\$6,000,000.00	\$120,000.00

4. Non-Compliance Process – The Grantee and the City agree that the process to address the Grantee's compliance is as follows:
 - a. The Grantee is required to timely submit to the City all City tax filing information and the City will review annually such information for compliance with the Agreement.
 - b. If the Grantee fails to meet one hundred percent (100%) of their projected City Income Tax in any Compliance Year, the City shall terminate the Agreement and demand repayment of the Incentive Amount by the Grantee and the Guarantors.

5. Penalty for Non-Compliance – The City, the Grantee, and the Guarantors agree that if the Grantee ceases to operate within the City as specified in Sections 2, 3 and 4 and/or fails to meet the MLO in any compliance year, the Grantee and/or the Guarantors shall reimburse the City as follows:
 - a. If the Grantee ceases to meet its obligations specified in Sections 2, 3, 4, the Grantee and/or the Guarantors shall reimburse the City one hundred percent (100%) of the City's one hundred eighty thousand dollar (\$180,000) incentive applied to the down payment of the Property acquisition.
 - b. Upon failure of the Grantee to make a timely reimbursement to the City upon its demand, the City shall provide written notice of default. In the event that the Grantee fails to make the reimbursement to the City within the thirty (30) days of the date of the notice of default, the City may enforce its rights against the Property, as described in Section 8 and shall file legal proceedings to collect said one hundred eighty thousand dollar (\$180,000) incentive from Grantee and the Guarantors.
6. Proof of Level of Operation – The Grantee agrees to provide to the City such proof as may be reasonably required by the City, including but not limited to payroll records to demonstrate that the Grantee is maintaining its agreement with the City and is meeting its MLO for each compliance year.
7. Reimbursement of Funds – In the event the City determines that the Grantee has failed to meet its obligations as specified herein, the Grantee and/or the Guarantors agree to pay the City the incentive amount of one hundred eighty thousand dollars (\$180,000) as provided in Sections 2, 3.4, and 5 hereinabove.
8. Security for Agreement – As additional consideration for the City's Agreement to amend and restate the original Economic Incentive and Job Creation Agreement dated _____, 2022, the Grantee and the Guarantors agree that until the passage of ten (10) years from the Compliance Commencement Date, the obligation to reimburse the City for the amount prescribed above constitutes a lien against the Property. The Grantee and the Guarantors hereby authorize and permits the placement of a lien against the Property to secure this obligation by the filing of this Amended and Restated Economic Incentive and Job Creation Agreement with the Cuyahoga

County Fiscal Officer. The authorization for this lien shall be evidenced by the Grantee and the Guarantors being signators of the Agreement.

9. The Guarantors – As additional consideration and as an additional incentive for the City to enter into the Agreement, the Guarantors, listed as J HESS HOLDINGS INC., an Ohio Corporation, and MR. JASON HESS, an individual, agree to all the provisions set forth hereinabove during and after the Compliance Period.
10. Authority to Sign – The Grantee, the Guarantors, and the City acknowledge that this Agreement must be approved by formal action of the Council of the City as a condition precedent for the Agreement to take effect. This Agreement takes effect upon such City Council approval and the execution by the parties hereto.
11. Assignment or Transfer – The Grantee and the Guarantors agree that this agreement is not transferrable or assignable without the express, written approval of the City, not to be unreasonably withheld. The City acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment by the Grantee and/or the Guarantors to any parent, subsidiary or affiliate of the Grantee and/or the Guarantors, or to any other party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the City's reasonable satisfaction, its financial ability and intentions to continue its MLO in a manner equal to or better than to that of Grantee in all pertinent respects. The intent of any assignment or transfer shall not be to circumvent or avoid the provisions of this agreement.
12. Choice of Law – This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or any other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Cuyahoga.
13. Binding Agreement – The Agreement shall be binding on each of the parties and their respective successors and assigns.

14. Work from Home & Other Locations – The Grantee certifies that Section 3a, “MLO Chart”, includes payroll subject to taxation by the City of Brecksville only and does not include that which is to be paid to any other municipality or township, whether such payroll is paid as a result of employees working from home, working from any location not located within the City of Brecksville, or otherwise. The Grantee certifies that it will monitor payrolls to ensure that achievement of the MLO is not impacted by employees who may work from home or outside of the City. The Grantee agrees that it will correct any reduction of payroll subject to the City’s withholding income tax resulting from working from home or outside of the City of Brecksville, as the Grantee deems appropriate.

15. Miscellaneous – Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid and addressed as follows:

To the City:

Office of the Mayor

City of Brecksville

9069 Brecksville Road

Brecksville, Ohio 44141

and

Office of the Law Director

Matty, Henrikson & Greve LLC

1001 Lakeside Avenue, Suite 1410

Cleveland, Ohio 44114

To the Grantee:

Mr. Jason Hess

Physicians Ambulance Service, Inc.

9200 Noble Park Drive

Brecksville, Ohio 44141

To the Guarantors:

Mr. Jason Hess

J Hess Holdings Inc.

9200 Noble Park Drive

Brecksville, Ohio 44141

Mr. Jason Hess

An Individual

9200 Noble Park Drive

Brecksville, Ohio 44141

Any party may change its address for notice purposes by providing written notice of such address to the other parties.

- a. This Agreement may only be amended by written instrument executed by all parties.
- b. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.
- c. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.
- d. The invalidity or unenforceability of any one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part thereof.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the entities identified herein, on the date first written above.

**GRANTEE
PHYSICIANS AMBULANCE SERVICE, INC.
AN OHIO CORPORATION**

BY: 

Jason Hess, President

**GUARANTORS
J HESS HOLDINGS INC.
AN OHIO CORPORATION**

BY: 

Mr. Jason Hess, CEO

**MR. JASON HESS
AN INDIVIDUAL**

BY: 

Mr. Jason Hess

THE CITY OF BRECKSVILLE

BY: 

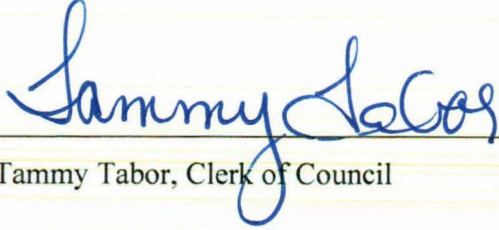
Mayor Daryl J. Kingston

Approved as to Form:

BY: 

Asst
Law Director, City of Brecksville

This Agreement has been authorized by the Council of the City of Brecksville by Ordinance No. 5733, adopted on the 17 day of September, 2024.

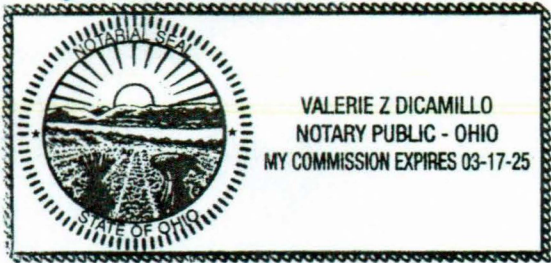


Tammy Tabor, Clerk of Council

STATE OF OHIO)
) SS: NOTARY PUBLIC
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Jason Hess, who is the duly authorized President of Physicians Ambulance Service, Inc., who, after first being duly cautioned to law, acknowledged that he has the power to bind Physicians Ambulance Service, Inc. to the terms and conditions of the foregoing instrument and that he did sign the foregoing instrument and that the same is his free act and deed and the corporate act and deed of the said Physicians Ambulance Service, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brecksville, Ohio, this 10th day of September, 2024.

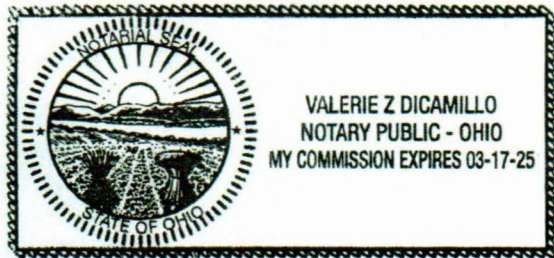


V. DiCamillo
Notary Public

STATE OF OHIO)
) SS: NOTARY PUBLIC
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Jason Hess, who is the duly authorized Jason Hess of J Hess Holdings Inc, who, after first being duly cautioned to law, acknowledged that he has the power to bind the aforesaid Ohio Corporation to the terms and conditions of the foregoing instrument and that he did sign the foregoing instrument and that the same is his free act and deed and the corporate act and deed of the said J Hess Holdings Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brecksville, Ohio, this 10th day of September, 2024.



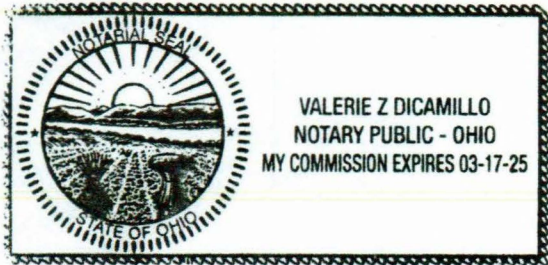
V. DiCamillo
Notary Public

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS: NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Jason Hess, of J. Hess Holdings after first being duly cautioned to law, acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brecksville, Ohio, this 10th day of September, 2024.



V. DiCamillo
Notary Public

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS: NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Daryl J. Kingston, the duly elected and acting Mayor of the City of Brecksville, who acknowledged that he did sign the foregoing instrument on behalf of the City of Brecksville after being first duly authorized by appropriate Councilmatic action, and that the same is his free act and deed and the act and deed of the said City of Brecksville.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brecksville, Ohio, this 17 day of September, 2024.



TAMMY TABOR
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
8-9-2028

Tammy Tabor
Notary Public

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5734

**AN ORDINANCE AMENDING SECTION 1. OF
ORDINANCE NO. 5629 TO AMEND THE NUMBER
OF V300 BODY WORN CAMERAS AND RELATED
ITEMS PURCHASED FOR THE POLICE
DEPARTMENT FROM CHAGRIN VALLEY
DISPATCH IN ACCORDANCE WITH THE
PROVISIONS OF OHIO REVISED CODE SECTION
125.04(C); AND DECLARING AN EMERGENCY**

WHEREAS, at its meeting of June 20, 2023, council adopted Ordinance No. 5629 authorizing the purchase of 22 V300 body worn cameras and related items for the Police Department from Chagrin Valley Dispatch in accordance with the provisions of Ohio Revised Code Section 15.04(C), but at a lower price; and

WHEREAS, the purchase of the 22 V300 body worn cameras and related items in Ordinance No. 5629 was eventually invoiced under Invoice No. 202309-00126A for 11 cameras and Estimate 1773 for 11 cameras; and

WHEREAS, Section 1. of Ordinance No. 5629 must be amended to reflect the number of cameras and related items purchased under Invoice No. 202309-00126A only.

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

SECTION 1. Section 1. of Ordinance No. 5629 is hereby amended to read as follows:

“SECTION 1. The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with Chagrin Valley Dispatch for the purchase of body cameras and related items for the Police Department based upon the provisions of Ohio Revised Code Section 125.04(C) **and listed on Invoice No. 202309-00126A attached hereto as Exhibit “A”**, as follows:

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
22 <u>11</u>	V300 Body Worn Cameras & support equipment, software, warranties, licenses & fees	\$68,845.00 <u>68,605.00</u>

*(Equivalent to SourceWell Contract #010720-WCH terms,
conditions, and specifications, but at a lower price)*

TOTAL ~~\$68,845.00~~ 68,605.00

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

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5734


Ordinance No. _____

SECTION 3. 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.

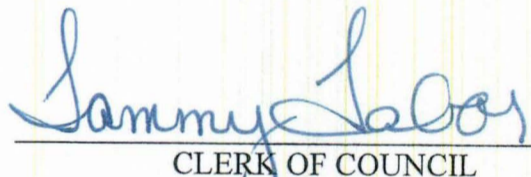
SECTION 4. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that the same relates to the daily operation of a municipal department, therefore, said Ordinance shall be in 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: September 17, 2024

APPROVED: September 17, 2024

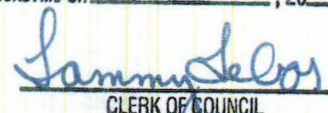


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5734 duly passed by the Council of the City of Brecksville, Ohio, on 9.17, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9.20, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"



Chagrin Valley Dispatch
 88 Center Road, Suite B100
 Bedford, OH 44146
 finance@cvdispatch.com

Invoice 202309-00126A
 Bill Date: 09/19/2023
 Account: 00040-001
 Due Date: 11/30/2023

City of Brecksville
 9069 Brecksville Road
 Brecksville, OH 44141

Description	Qty	Unit Price	Amount
V300 BWC	11	\$995.00	\$10,945.00
V300 - 5-Year No Fault Warranty	11	\$865.00	\$9,515.00
V300 Transfer Stations	3	\$1,495.00	\$4,485.00
V300 USB Single Unit Docks	5	\$95.00	\$475.00
Evidence Library License	1	\$1,000.00	\$1,000.00
Redactive License with Annual License Support Fee	1	\$6,780.00	\$6,780.00
V300 Device License and Annual Support	11	\$395.00	\$4,345.00
Setup / Training / Testing	1	\$5,000.00	\$5,000.00
Watchguard Hosting / Support	2	\$13,030.00	\$26,060.00
Invoice Amount:			\$68,605.00
Amount Due:			\$68,605.00

REMITTANCE STUB



Chagrin Valley Dispatch
 88 Center Road, Suite B100
 Bedford, OH 44146
 finance@cvdispatch.com

Invoice 202309-00126A
 Account: 00040-001

 Total Due: \$68,605.00

Make Checks Payable to Chagrin Valley Dispatch

City of Brecksville
 9069 Brecksville Road
 Brecksville, OH 44141

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5735

**AN ORDINANCE AUTHORIZING THE PURCHASE
OF 9 WATCHGUARD V700 BODY WORN CAMERAS
AND 11 WATCHGUARD V300 BODY WORN
CAMERAS AND RELATED ITEMS FOR THE
POLICE DEPARTMENT FROM CHAGRIN VALLEY
DISPATCH IN ACCORDANCE WITH THE
PROVISIONS OF OHIO REVISED CODE SECTION
125.04(C); AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to the provisions contained in Section 125.04(C) of the Ohio Revised Code, the City of Brecksville has determined that it is cost effective to purchase body cameras and related items for the Police Department from Chagrin Valley Dispatch based upon equivalent SourceWell Purchasing Contract terms, conditions, and specifications, but at a lower price; and

WHEREAS, the City of Brecksville has been awarded a grant in the amount of \$40,000.00 for the purchase of body worn cameras.

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 Chagrin Valley Dispatch for the purchase of body cameras and related items for the Police Department based upon the provisions of Ohio Revised Code Section 125.04(C) and listed on Estimate No. 1752 and Estimate No. 1773, both attached hereto as Exhibit "A", as follows:

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
11	V300 Body Worn Cameras & support equipment, software, warranties, licenses & fees	\$26,300.00
9	V700 Body Worn Cameras & support equipment, software, warranties, licenses & fees	<u>\$21,492.00</u>
TOTAL		<u>\$47,792.00</u>

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

SECTION 3. 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

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5735

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.

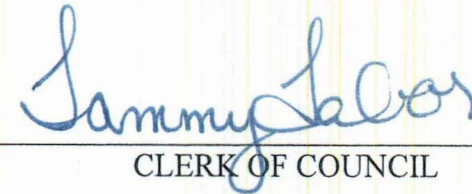
SECTION 4. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that the same relates to the daily operation of a municipal department, therefore, said Ordinance shall be in full force and effect immediately on its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: September 17, 2024

APPROVED: September 17, 2024

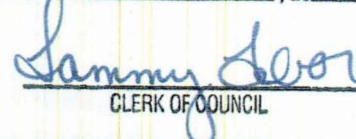


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5735 duly passed by the Council of the City of Brecksville, Ohio, on 9-17, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9-20, 20 24.



CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5736

**AN ORDINANCE AUTHORIZING THE PURCHASE OF
BODY ARMOR FOR USE BY THE POLICE DEPARTMENT
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 services and equipment through the State of Ohio, Administrative Services Purchasing Program; and

WHEREAS, the Police Department will apply for a BVP Grant for partial reimbursement from the Federal Government.

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, Red Diamond Uniform, for the purchase of body armor for use by the Police Department as listed on Quote 00120466 attached hereto as Exhibit “A.”

<u>ITEMS</u>	<u>AMOUNT</u>
Replacement ballistic panels, shock plates and carriers police officers	\$15,792.44
TOTAL	<u>\$15,792.44</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 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 relates to the daily operation of a municipal department, 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. 5736 duly passed by the Council of the City of Brecksville, Ohio, on 9.17, 2024, and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9.20, 2024.

PASSED: September 17, 2024

APPROVED: September 17, 2024


CLERK OF COUNCIL


MAYOR

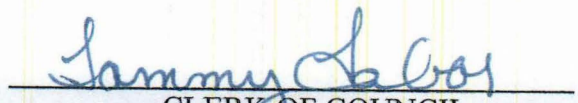

CLERK OF COUNCIL

EXHIBIT "A"

REPRINT

QUOTE

RED DIAMOND UNIFORM I
4437 MAHONING AVE

YOUNGSTOWN OH 44515
330-270-9653

07-09-2024 16:00:33
00120466

QUOTE
STORE: 1
REGISTER: 109
CLERK: RICK #1 BAKER

Customer
BRECKSVILLE POLICE DEPARTMENT
BRECKSVILLE POLICE DEPT.
9069 BRECKVILLE RD

BRECKSVILLE OH 44141
Phone: 440-526-8900
Email: SKORINEK@BRECKSVILLE.OH.US

Sales Person Name
RICK #1 BAKER



Barcode	Brand	Style	Description	Size	Color	Qty	Price	Total
10173029	POINT BLANK	HL6ABDBV0M	AXBIIIA W/ HI-LITE CARRIER		NAVY	8	1,066.58	8,532.64
10243263	POINT BLANK	O3MM00BV0J-MO	MOD-35 MAVERICK CARRIER			11	358.45	3,942.95
10243264	POINT BLANK	O3MM00BV0J-MO	MOD-25 MAVERICK CARRIER			4	336.00	1,344.00
10170623	POINT BLANK	HL6AXABV0M	HI-LITE CONCEALABLE BODY A		BLACK	1	878.54	878.54
10177886	POINT BLANK	PLT012ECRN	SPEED PLATE 5X8 FULL SIZE, S		BLACK	9	94.10	846.90
10243265	POINT BLANK	GDCM00BVZ5-2	GUARDIAN, UNIF PKT, TANK TF			1	247.41	247.41

OHIO STATE CONTRACT #RSI010814 PRICING

Total Units: 34

Original receipt # 0

Sub total: 15,792.44
Discount:
Shipping charge: 0.00
Tax1: 0.00
Tax2: 0.00
Total: 15,792.44
Total Due: 0.00



ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5737

AN ORDINANCE AUTHORIZING THE PURCHASE OF THIRTEEN (13) CRADLEPOINT DEVICES AND THIRTEEN (13) EXTERNAL ANTENNAS BY THE POLICE DEPARTMENT FROM PARR PUBLIC SAFETY EQUIPMENT 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.

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, Parr Public Safety Equipment for the purchase of the following, as listed on the estimate attached hereto as Exhibit "A":

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Thirteen (13) Cradlepoint Devices Contract #534604	\$30,367.87
Thirteen (13) External Antennas Contract #MM-7607	\$ 5,797.74
Wiring and installation	<u>\$ 5,525.00</u>
GRAND TOTAL	<u>\$41,690.61</u>

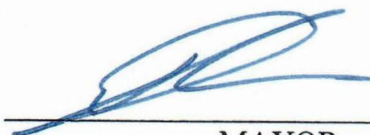
SECTION 2. The Mayor be and is hereby authorized and directed to enter into a contract on behalf of the City of Brecksville with Parr Public Safety Equipment as set forth in Section 1 hereof, said contracts to be in such form as is approved by the Director of Law.

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 as 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 Police 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.

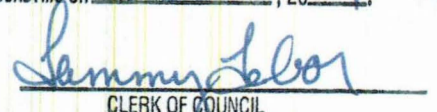
PASSED: September 17, 2024

APPROVED: September 17, 2024

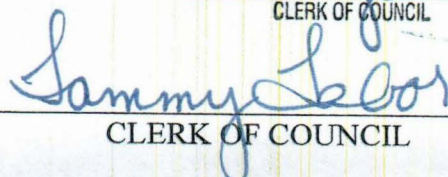


MAYOR

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5737 duly passed by the Council of the City of Brecksville, Ohio, on 9-17, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9-20, 20 24.



CLERK OF COUNCIL



CLERK OF COUNCIL



EXHIBIT "A"

Quote

Parr Public Safety Equipment

6106 Bausch Rd
 Galloway OH 43119
 United States
 (866) 320-7277
 www.parrpse.com

Date	8/30/2024
Estimate #	EST41232

Bill To
City of Brecksville 9069 Brecksville Rd Brecksville OH 44141 United States

Ship To
Brecksville City of 9023 Brecksville Rd Brecksville OH 44141 United States

Expires	Sales Rep	PO #	Terms	Build ID
9/29/2024	E032 Watson, Travis A	Panaonic/Cradlepoint	Net 30	
Year	Make	Model	Memo	
			Panaonic/Cradlepoint	
Shipping Method		Quote Approval Signature		

Item #	Vendor	Qty	U	Description	Rate	Amount	Note
STS				***ALL PRICING IS AT OR BELOW OHIO STATE TERM SCHEDULE CONTRACT #534604***			
CP-UNR1900E5Y	Panasonic	13	EA	PANASONIC US, ACCESSORY, 5 YR NETCLOUD MOBILE PERFORMANCE ESSENTIALS PLAN AND R1900 ROUTER WITH WIFI (5G MODEM, 4FF SIM OPTIONAL BUT NOT INCLUDED), NO AC POWER SUPPLY OR ANTENNAS, GLOBAL FOR ALL TOUGHBOOK	2,335.99	30,367.87	
Note		1	EA	Below items are on a different contract	0.00	0.00	
STS				***ALL PRICING BELOW IS AT OR BELOW OHIO STATE TERM SCHEDULE CONTRACT #MMA-7607***			
GP-IN2680	Panorama	13		7-in-1 Fitted 4x4 MiMo Dual Sharkee 5G	415.99	5,407.87	
SAB-312	Panorama	13		***OPTIONAL IF NEEDED BASED ON THE VEHICLE TO BE INSTALLED ON*** Ribbed Roof Mounting Kit for GPSD4 Dual Sharkee	29.99	389.87	

Total	\$36,165.61
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NOTICE: Quote is only valid for 30 days from the issued date. Once order has been approved by customer and items are ordered, any changes or deletions will be subject to a 20% restocking charge. Prices and availability are subject to change without notice. Although we strive for accuracy, mistakes do happen. In the event of an incorrect price, you will be notified and given the option to accept the corrected price or cancel the order.



EST41232

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5738

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROJECT COSTS DEPOSIT AGREEMENT WITH SNOWVILLE LAND CORP., LLC; AND DECLARING AN EMERGENCY.

WHEREAS, Snowville Land Corp., LLC (the "Property Owner") owns certain real property on Snowville Road in the City (the "Property"); and

WHEREAS, in connection with the proposed development of the Property for residential purposes (the "Development"), the Property Owner desires that certain public improvements to the adjacent roadways and surrounding area (the "Public Improvements") be made to support the Development; and

WHEREAS, the Property Owner has expressed that it intends to petition the City for construction of the Public Improvements and for a related special assessment to be levied on the Property, pursuant to Chapter 727 of the Ohio Revised Code, to provide funding for the Public Improvements; and

WHEREAS, in order to facilitate the Property Owner's petition for the Public Improvements and the related special assessment proceedings for the Property, certain plans, specifications, and estimates in respect of the Public Improvements must be prepared and, subject to the terms and condition of the Project Costs Deposit Agreement (attached hereto as Exhibit A), the City would undertake the preparation of the foregoing and the Property Owner would provide funds to the City for the costs of such preparation;

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

SECTION 1. The Mayor be, and hereby is, authorized to enter into a Project Costs Deposit Agreement with Snowville Land Corp., LLC, in substantially the form as attached hereto as Exhibit A.

SECTION 2. This Council further hereby authorizes the Mayor, the Director of Law, the Director of Finance and other appropriate officers of the City, to sign such documents and take such actions as are necessary carry out the purposes of this ordinance.

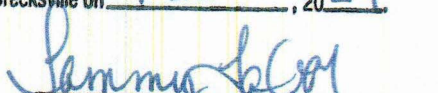
SECTION 3. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Revised Code.

SECTION 4. This Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, and for the further reason that this Ordinance is required to be immediately effective in order to allow the Public Improvements supporting new residential development in the City to be constructed at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.


I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5738 duly passed by the Council of the City of Brecksville, Ohio, on 9.17, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9.20, 2024.

PASSED: September 17, 2024

APPROVED: September 17, 2024


CLERK OF COUNCIL


MAYOR


CLERK OF COUNCIL

PROJECT COSTS DEPOSIT AGREEMENT

THIS PROJECT COSTS DEPOSIT AGREEMENT (the “**Agreement**”) is made and entered into as of September 17, 2024 by and between **Snowville Land Corp., LLC** (the “**Property Owner**”) and the **City of Brecksville, Ohio** (the “**City**”). The Property Owner and the City are each referred to herein as a “**Party**” and collectively, the “**Parties**”.

RECITALS

A. Property Owner owns the real property identified as Cuyahoga County Permanent Parcel No. 605-18-001, generally located on Snowville Road opposite Dewey Road in Brecksville, Ohio (the “**Property**”);

B. In connection with the proposed development of the Property for residential purposes (the “**Development**”), the Property Owner desires that certain public improvements to the adjacent roadways and surrounding area (the “**Improvements**”) be made, as further detailed herein, to support the Development;

C. The Property Owner intends to petition the City for construction of the Improvements and for a related special assessment to be levied on the Property in order to provide funding for the Improvements, pursuant to Chapter 727 of the Ohio Revised Code (the “**Special Assessment Proceedings**”); and

D. In order to facilitate the Property Owner’s petition for the Improvements and the Special Assessment Proceedings for the Property, certain plans, specifications, and estimates in respect of the Improvements must be prepared, and the City and the Property Owner have agreed that the City will undertake the preparation of the foregoing and the Property Owner will provide funds to the City for the costs of such preparation, pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of premises and the mutual agreements herein contained, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals above are incorporated herein and made a part of this Agreement.

2. Scope of Work. The City will undertake the preparation of plans, specifications and estimates as required for the design and construction of the Improvements and the related Special Assessment Proceedings in accordance with Chapter 727 of the Ohio Revised Code, as more specifically identified in Exhibit A attached hereto (collectively, the “**Engineering Work**”).

3. Payment of Costs for the Engineering Work. Property Owner shall pay for the costs of the Engineering Work and any other related costs incurred by the City due to its undertaking of the Engineering Work, acquiring necessary easements for the Improvements

(including the purchase price), and obligations under this Agreement, including but not limited to legal fees incurred in connection with this Agreement (collectively, "Project Costs"). Project Costs may include the aggregate costs to the City for work performed by employees of the City. Project Costs are currently estimated to be \$100,000.00 which amount the Property Owner shall place on deposit with the City, pursuant to Section 4 hereof ("Project Costs Deposit"). If Project Costs exceed the amount of the Project Costs Deposit, the Property Owner shall, within fifteen (15) days of receipt of written notice from the City of the amount of the excess Project Costs, remit payment to the City for the amount of those excess Project Costs. Such notice shall be sent electronically to the Property Owner at the following email address DOSKOE AOL.COM. For the avoidance of doubt, Property Owner shall pay the Project Costs whether or not the Special Assessment Proceedings move forward and, under such circumstances, shall not receive reimbursement therefor.

4. Remittance of Project Costs Deposit. Upon execution of this Agreement, and as a condition precedent to the City's performance of its obligations under this Agreement, the Property Owner shall remit the Project Costs Deposit to the City in immediately available funds. The City shall hold the Project Costs Deposit as if in escrow in a separate account on the books and records of the City and shall use the Project Costs Deposit only for the purpose of the payment of Project Costs. The City shall not be required to invest the Project Costs Deposit and shall not be required to hold the funds in an interest-bearing account. Any interest accrued on the Project Costs Deposit shall be the funds of the City. The City shall maintain, and provide to the Property Owner upon request, an accounting of the receipt of and the disbursements from the Project Costs Deposit. Any amounts of the Project Costs Deposit in excess of the Project Costs shall be returned to the Property Owner promptly after completion of the Engineering Work.

5. Commencement and Completion of Engineering Work. Upon the Property Owner's remittance of the Project Costs Deposit, the City shall promptly commence and diligently pursue completion of the Engineering Work. The City shall manage, oversee and administer the process, including but not limited to selecting and negotiating contracts with the contractors, consultants and advisors related to the Engineering Work and determining the schedule for completion of such, which shall be completed as soon as practicable. The products of the Engineering Work shall be the property of the City; however, the City shall provide to the Property Owner a duplicate of the products of the Engineering Work, inclusive of surveys, specifications, and estimates, upon the Property Owner's request, provided that any additional costs incurred by the City from providing such duplicates to the Property Owner shall be paid by the Property Owner in addition to the Project Costs Deposit.

6. Reimbursement of Project Costs Through Special Assessment. The Parties acknowledge that the Property Owner desires to have the Project Costs included in the amount of special assessments levied against the Property for the Improvements so that the Property Owner may recoup its payment of Project Costs from the Development of the Property. Upon proper petition by the Property Owner and related Special Assessment Proceedings, pursuant to Chapter 727 of the Ohio Revised Code, the City and the Property Owner agree to include the Project Costs in the special assessments levied against the Property for the Improvements to the extent permitted by law. For the avoidance of doubt, Property Owner shall pay the Project Costs whether or not the Special Assessment Proceedings move forward and, under such circumstances, shall not receive reimbursement therefor.

7. Agreement for Benefit of Parties; No Assignment. It is the intention of the Parties hereto that this Agreement is made for the sole benefit of the Property Owner and the City. Nothing herein shall be deemed to create, either expressly or by implication, any lien, claim, or right on behalf of laborers, mechanics, suppliers, servicemen, materialmen, lien holders, or any other third party, whatsoever, which could be construed as creating any third party rights of any kind or nature, in or to the Project Cost Deposits or any other amounts paid by the Property Owner pursuant to this Agreement, or any part thereof. Neither Property Owner nor the City shall have any right to assign its respective rights and/or obligations under this Agreement or to pledge or otherwise encumber its interest in the Project Costs Deposit or any other amounts paid by the Property Owner pursuant to this Agreement, or any part thereof, except as otherwise contemplated by this Agreement, and any such attempted assignment, pledge, or encumbrance shall be null and void.

8. Termination. This Agreement shall terminate automatically upon the earlier occurrence of the following: (a) the special assessment for the Improvements has been placed on the tax list and duplicate for the Property, or (b) all obligations of both Parties hereto arising under this Agreement have been satisfied. This Agreement shall automatically terminate in the event that the Property Owner provides written notice to the City that the Property Owner no longer desires to petition the City for a special assessment on the Property for the Improvements or withdraws any filed petition for the same. The obligation of the Property Owner to remit to the City the amounts required to pay Project Costs, as set forth in Section 3 hereof, and the obligation of the City to return to the Property Owner the amount of the Project Costs Deposit not utilized or needed to pay Project Costs, as set forth in Section 4 hereof, shall survive termination of this Agreement.

9. Miscellaneous.

(a) To the fullest extent permitted by law, the Property Owner shall indemnify and hold harmless the City and the City's officers, employees, independent contractors and agents against any allegations (regardless of whether it is false, fraudulent or groundless) in any third party claim, demand, suit, investigation, proceeding or cause of action, whether actual or alleged, arising out of or related to the City's undertaking or performance of the Engineering Work under this Agreement.

(b) This Agreement contains the complete expression of the agreement between the Parties as to the subject matter of this Agreement and there are no promises, representations, inducements or understandings, oral or otherwise, except as are provided or referenced herein.

(c) This Agreement may not be amended or modified except by a writing signed by all of the Parties hereto.

(d) This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns, except as set forth to the contrary herein.

(e) This Agreement shall not be effected unless approved by formal action of the City Council of the City (the "**City Council**"). This Agreement may not be modified or

amended except in writing executed by the City and the Property Owner and approved by the City Council.

(f) If any provisions of this Agreement or the application thereof to any part or circumstances shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent of the law.

(g) The paragraph headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

(h) This Agreement shall be interpreted according to the laws of the State of Ohio. The Court of Common Pleas of Cuyahoga County, Ohio, shall have exclusive jurisdiction over matters pertaining to this Agreement.

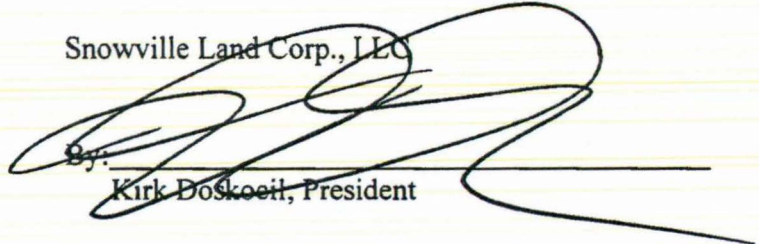
(i) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. All signatures need not be on the same page. Facsimile signatures shall be valid as originals.

[Signature Page follows]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Project Costs Deposit Agreement, by their respective officers, duly authorized so to do, as of the date and year first written above.


PROPERTY OWNER:

Snowville Land Corp., LLC

By:  _____
Kirk Doskoeil, President

CITY:

City of Brecksville, Ohio

By:  _____
Name: Daryl J. Kingston
Title: Mayor

Approved as to form:

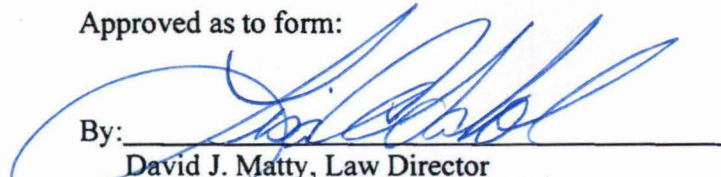
By:  _____
David J. Matty, Law Director
LISA A. Sabol, Asst. Law Director

EXHIBIT A

ENGINEERING WORK

Engineering Work will include, but not be limited to, the following:

Initial Project Scope and ODOT Processing:

- Initial project review & investigation
- Ohio Utility Protection Service plan and field marking request
- Preliminary determination of project limits
- Preliminary estimates
- Coordination with consultants

Geotechnical Investigation:

- Subsurface soil investigation and provide geotechnical recommendations.

Centerline Research, Field Survey & Base Mapping:

- Research County and City records
- Defining centerline and right-of-way
- Field collection of all pavement, sidewalk, utilities, and topographic features for an approximate 1,000-foot section of Snowville Road, including 250' of Dewey Road and Deer Run
- Base mapping

Detailed Engineering:

- Title sheet
- Typical sections
- Notes and details
- Maintenance of traffic plans
- Improvement plans
- Limited cross-sections
- Pavement marking plans
- Schedule of quantities
- Submission and governmental review
- Contract documents

Coordination with Utility Companies:

- Submission to all utility companies impacted by the proposed work
- Coordination with respective lowering

Permanent and Temporary Easement Acquisition:

- Defining easement limits
- Coordination with parties to obtain easement valuations
- Preparation of easement documents
- Meetings and negotiations to obtain easements

Construction Bidding & Award:

- Preparation of advertisement
- Contractor questions and bid related assistance
- Contract bid review

EXHIBIT A

Form Project Costs Deposit Agreement

[attached]

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5600

**A RESOLUTION APPOINTING
KYLE B. BAUMAN AS A FULL-TIME
FIREFIGHTER/PARAMEDIC IN THE CITY
OF BRECKSVILLE FIRE DEPARTMENT;
AND DECLARING AN EMERGENCY**

WHEREAS, there exists a vacancy in the Fire Department of the City of Brecksville in the office of full-time Firefighter/Paramedic.


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

SECTION 1. Upon the recommendation of the Director of Public Safety, Kyle B. Bauman be and he is hereby appointed to the position of full-time Firefighter/Paramedic for the Fire Department of the City of Brecksville, effective September 23, 2024.

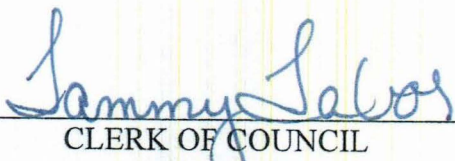
SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency being that it relates to the daily operation of a municipal department, therefore, this Resolution shall be 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: September 17, 2024

APPROVED: September 17, 2024

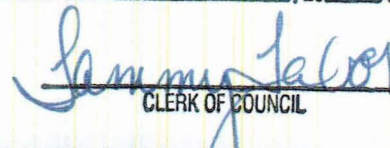


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5600 duly passed by the Council of the City of Brecksville, Ohio, on 9-17, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9-20, 20 24.



CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5601

Resolution No. _____

**A RESOLUTION AUTHORIZING PAYMENT OF AN
INVOICE FROM FLOCK GROUP, INC. DBA FLOCK
SAFETY FOR THE USE OF 12 CAMERAS DURING
A 34-DAY PERIOD WITHOUT A CONTRACT;
AND DECLARING AN EMERGENCY**

WHEREAS, the contract between Flock Group, Inc. dba Flock Safety for twelve (12) cameras ended on November 18, 2023; and

WHEREAS, a five (5) year contract was entered into on December 22, 2023 for twenty-two (22) cameras to freeze the lease price per camera annually; and

WHEREAS, there was a 34-day period where no contract was in effect, but the initial twelve (12) cameras were being utilized; and

WHEREAS, the cost for the twelve (12) cameras being utilized during the 34-day period without a contract must be paid.


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

SECTION 1. The Director of Finance be, and hereby is, authorized to pay Flock Group, Inc. dba Flock Safety's invoice in the amount of three thousand, three hundred thirty-six dollars and ninety-six cents (\$3,336.96) for the use of twelve (12) cameras during the 34-day period from November 18, 2023 to December 22, 2023 without a contract, a copy of which Invoice 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 pay the cost of the 34-day period without a contract, 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.

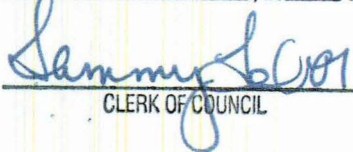
PASSED: September 17, 2024

APPROVED: September 17, 2024

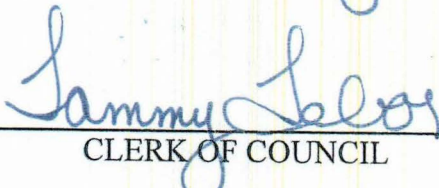


MAYOR

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5601 duly passed by the Council of the City of Brecksville, Ohio, on 9.17, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9.20, 20 24.



CLERK OF COUNCIL



CLERK OF COUNCIL



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-35387
 Invoice Date: 3/5/2024
 Due Date: 4/4/2024
 Payment Terms: Net 30
 PO#:

Bill To: OH - Brecksville PD
 9069 Brecksville Rd
 Brecksville, Ohio, 44141

Ship To: OH - Brecksville PD
 9069 Brecksville Rd
 Brecksville, Ohio 44141

Billing Company Name: OH - Brecksville PD
 Billing Contact Name: Stanton Korinek
 Billing Email Address: skorinek@brecksville.oh.us
 Billing Phone:

Payment Terms: Net 30
 Contracted Billing Structure: Annual

Notes: Prorated service pre co-term

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	12	\$118.06	\$0.00	\$1,416.67
Flock Safety Falcon ®	12	\$160.02	\$0.00	\$1,920.29

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
 Link to Location of Services:

Subtotal: \$3,336.96
Credit: \$0.00
Sales Tax: \$0.00
Total: \$3,336.96

Payment Remittance Information	
Pay by Check:	Pay by ACH:

If you have questions about your invoice or need to update your billing contact information, please email
billing@flocksafety.com.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-35387
Invoice Date: 3/5/2024
Due Date: 4/4/2024
Payment Terms: Net 30
PO#:

Payable to: Flock Group Inc Memo: INV-35387 Mail to: PO Box 121923 Dallas, TX 75312-1923 <i>If paying by check, please include the remittance slip below.</i>	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S <i>If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.</i>
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Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Account: OH - Brecksville PD

Or

Invoice # INV-35387

If sending via Flock Group Inc
UPS, FedEx, or 891923
USPS: 1501 North Plano Rd. ste 100
Richardson, TX 75081

Amount Due: **\$3,336.96**

Amount Enclosed: \$ _____

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5602

Resolution No. _____

**A RESOLUTION REQUESTING THE COUNTY
FISCAL OFFICER ADVANCE THE SUMS ALLOWED
BY LAW FROM THE PROCEEDS OF TAX
LEVIES IN THE ACCOUNT OF THE CITY OF
BRECKSVILLE, PURSUANT TO SECTION 321.34
OF THE OHIO REVISED CODE;
AND DECLARING AN EMERGENCY**

WHEREAS, Section 321.34 of the Ohio Revised Code provides that any and all tax revenue and the payment of special assessments held in the County Treasury to the account of the City of Brecksville, and lawfully applicable to the purposes of the current fiscal year may be drawn upon by request.

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

SECTION 1. Pursuant to Section 321.34 of the Ohio Revised Code, the Fiscal Officer of Cuyahoga County be and is hereby requested to draw warrants in the maximum sum allowed by law, and the Treasurer of Cuyahoga County be and is hereby requested to pay to the City of Brecksville any and all tax revenue and payments of special assessments in the County Treasury to the account of the City of Brecksville and lawfully applicable to the purposes of the fiscal year 2024, including, but not limited to the following Special Assessment Accounts:


M111701	Property Maintenance
M521731D	Sanitary Sewer
M301702	Access Road
M541701	Storm Sewer
M521731C	Sanitary Sewer
M911715	SID Storm Sewer
M911715A	SID Spec Ener
0100001	Breck – SHW R&D
0100003	Breck – VA II NR
0100005	Breck – VA PH III
0100007	Breck – Mixed Use

SECTION 2. The Clerk of Council be and is hereby authorized and directed to furnish a copy of this Resolution to the Cuyahoga County Fiscal Officer.

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 daily operation of a municipal department, 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.

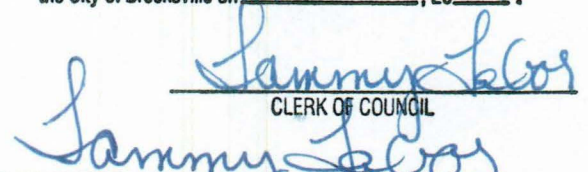
PASSED: September 17, 2024

APPROVED: September 17, 2024



MAYOR

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5602 duly passed by the Council of the City of Brecksville, Ohio, on 9.17, 2024, and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9.20, 2024.



CLERK OF COUNCIL

RESOLUTION RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5603

A RESOLUTION MAKING NECESSARY TRANSFERS BETWEEN CERTAIN FUNDS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024; AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Section 5705.14 of the Ohio Revised Code, the Council deems it necessary to make certain transfers between the various Funds of the City for the fiscal year ending December 31, 2024; and

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

SECTION 1. The Director of Finance be authorized to make the following transfers between certain funds of the City:

<u>From</u>	<u>Transfer</u>	<u>To</u>
General Fund 1100830.43010	\$172,500.00	Community Center Recreation Fund R2400820.09110
General Fund 1100830.43090	\$37,500.00	Compensated Absences Fund R2100820.09110
General Fund 1100830.43120	\$94,000.00	Fire Department Fund R2900820.09110
General Municipal Improvement Fund 4800171.43040	\$182,028.00	General Bond Retirement Fund R3100820.09120
General Municipal Improvement Fund 4800171.43030	\$7,789.00	Ohio Public Works Commission Fund R4600820-09160
Building & Improvements Fund 4900171.43040	\$414,306.00	General Bond Retirement Fund R3100820-09130
	\$908,123.00	

SECTION 2. The Director of Finance be, and is hereby authorized to make payments from any of the foregoing transferred funds upon receiving prior invoices and vouchers therefor, approved by the persons authorized by law to approve the same.

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 that the same is related to the daily operation of a municipal department, 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.

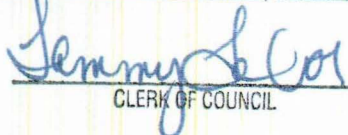
I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5603 duly passed by the Council of the City of Brecksville, Ohio, on 9.17, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9.20, 2024.

PASSED: September 17, 2024


APPROVED: September 17, 2024



MAYOR



CLERK OF COUNCIL



CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5604

Resolution No. _____

**A RESOLUTION ACCEPTING THE AMOUNTS
AND RATES AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY FISCAL OFFICER;
AND DECLARING AN EMERGENCY**

WHEREAS, this Council, in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2025; and

WHEREAS, the Budget Commission of Cuyahoga County, Ohio has certified its action thereon to this Council, together with an estimate by the County Fiscal Officer of the rate of each tax necessary to be levied by this Council, and what part thereof is without and what part within the ten mill tax limitation.

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

SECTION 1. The rates, as determined by the Budget Commission in its certifications, and the Finance Director's estimated amounts to be derived from such rates, be and the same are hereby accepted.

SECTION 2. There is hereby levied on the tax duplicate of the City of Brecksville the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

Summary of Amount Required from General Property Tax Approved
by the Budget Commission and County Fiscal Officer's Estimated Tax Rates

FUND	Estimated Amount to be Derived from Levies Inside the 10 Mill Limitation	Estimated Amount Approved by Budget Commission Outside the 10 Mill Limitation	County Fiscal Officer's Estimate of Tax Rate to be Levied Inside/ Outside the 10 Mill Limitation	
General	\$ 2,688,372		3.51	
Police Pension	229,775		.30	
Fire Levy		\$ 2,604,121		3.40
Road Impr. Levy		765,918		1.00
TOTAL	\$ 2,918,147	\$ 3,370,039	3.81	4.40
	<u>6,288,186</u>		<u>8.21</u>	

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 same related to the daily operation of a municipal department, 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.

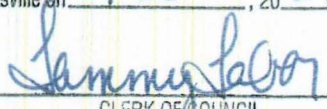
I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5604 duly passed by the Council of the City of Brecksville, Ohio, on 9.17, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9.20, 2024.

PASSED: September 17, 2024

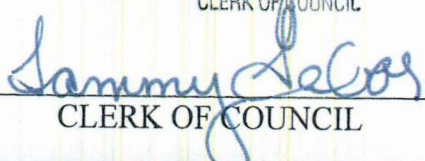
APPROVED: September 17, 2024



MAYOR



CLERK OF COUNCIL



CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5605

Resolution No. _____

**A RESOLUTION ACCEPTING A PERMANENT EASEMENT
FOR CONSTRUCTION, RECONSTRUCTION, OPERATING,
MAINTAINING, REPAIRING AND REPLACING PUBLIC
UTILITIES, AND APPURTENANCES THERETO IN, UNDER,
ACROSS AND THROUGH CERTAIN LANDS OWNED BY
NATHAN SWISHER AND MARY MARGARET SWISHER,
TRUSTEES AND KNOWN AS PPN 602-08-009;
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Brecksville must accept a permanent sewer easement across certain lands owned by Nathan Swisher and Mary Margaret Swisher, Trustees to undertake a Flood Reduction at Riverview Road Project.

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 accept a Permanent Easement for construction, reconstruction, operating, maintaining, repairing and replacing public utilities, and appurtenances thereto in, under, across and through certain lands owned by Nathan Swisher and Mary Margaret Swisher, Trustees and known as PPN 602-08-009, a copy of which Permanent Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

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.

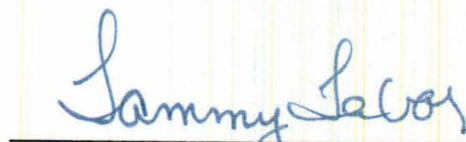
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement to complete the Project, therefore, said Resolution shall be 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: September 17, 2024

APPROVED: September 17, 2024

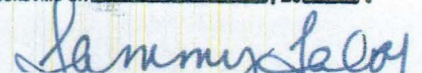


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5605 duly passed by the Council of the City of Brecksville, Ohio, on 9.17, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9.20, 2024.



EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, OPERATING, MAINTAINING,
REPAIRING AND REPLACING PUBLIC UTILITIES, AND APPURTENANCES THERETO IN,
UNDER, ACROSS AND THROUGH CERTAIN LANDS OWNED BY

NATHAN SWISHER & MARY MARGARET SWISHER, TRUSTEES

(Permanent Parcel No. 602-08-009)

KNOW ALL PERSONS BY THESE PRESENTS that Nathan Swisher, Mary Margaret Swisher, & Gary Swisher Trustees, their successors and assigns (hereinafter collectively referred to as "Grantor") who are the owners of certain land by deed recorded as AFN 202302170068 of Cuyahoga County Records, (hereinafter referred to as "Premises") in consideration of the sum of four thousand eight hundred fifty dollar (\$4,850.00) the receipt of which is acknowledged by Grantor, and for other good and valuable consideration received to their full satisfaction, do hereby give, grant, bargain and convey, unto the City of Brecksville (hereinafter referred to as "Grantee"), its successors and assigns, the perpetual right and perpetual easement to enter upon that portion of the Grantors' Premises, as described in Exhibit "A", attached hereto and expressly made a part hereof by reference (hereinafter referred to as the "Easement Area"), and to remove trees and other obstructions when necessary and in, under, across and through the aforesaid Easement Area to lay, construct, relay, reconstruct, improve, maintain, operate, use, alter, repair, inspect, remove or replace public utilities and appurtenances thereto (herein, collectively the "Facilities") and also the right to enter upon the aforesaid Easement Area, or any part thereof at any time for any of the foregoing purposes and the doing of all things necessary or incident thereto. The exercise and nature of the rights granted herein shall be at the sole discretion of the Grantee.

Grantor agrees not to excavate or fill land or build, construct, place or permit any landscaping, planting, pavement, building or other structure or item upon or within the Easement Area in a manner which would interfere with the activities and purposes of Grantee as set forth herein or to otherwise conduct activities or use the Premises in a manner which would interfere with the activities and purposes of Grantee as set forth herein. Further, Grantor shall not cause or permit others to remove or willfully alter the Facilities.

The Grantee shall, at all times, have the right to access the Easement Area and Facilities to enter upon the Easement Area to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Easement Area for the activities and purposes set forth herein. Grantee agrees to promptly repair or replace, if necessary, any damages to the surface of the Premises disturbed by reason of or in connection with the activities and purposes herein granted, so that said Premises will return to substantially the same condition in which it was found prior to the commencement of such activities and purposes,

This grant of Easement will run with the land and will be binding on and will inure to the benefit of the Grantor and Grantee, and their respective heirs, successors and assigns and the rights herein granted shall continue in perpetuity.

It is the intent of this Easement that the Grantee will assign the Northeast Ohio Regional Sewer District and its employees, consultants, contractors and agents access to the Easement Area for use of vehicles, equipment, materials and machinery for the activities and purposes set forth herein to construct the Facilities. The Grantee will also assign the private utility companies that supply gas, cable, electric, and phone companies, their consultants, contractors and agents access to the Easement Area for use of vehicles, equipment, materials and machinery for the purpose of relocating existing utilities, as necessary, to allow for the construction of said Facilities. Upon completion of the construction of the Facilities, the Grantee will retain the rights to the Easement Area for maintenance of said Facilities and to allow the private utility companies maintenance and repair of their facilities.

The Grantor hereby reserves the right to use said Premises within the limits of the above-described Easement Area as are not herein expressly prohibited by and are not inconsistent with the rights and easement hereby granted.

TO HAVE AND TO HOLD the above granted easement and the Facilities thereto which may be installed therein and any further additions installed by Grantee subsequently in, over and through such Easement Area for the purposes mentioned herein given unto Grantee by Grantor forever. And the Grantor does for themselves and their successors and assigns covenant with the Grantee and its successors and assigns, that at the time and until the sealing of these presents, the Grantor is well seized of the above described Premises as a good and indefeasible estate in fee simple and has good right to bargain and grant the same in manner and form as written above and that Grantor will warrant and defend said Premises with the appurtenances thereunto belonging to the Grantee, its successors and assigns against all lawful claims and demands whatsoever for the purposes herein described.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Bucksville Ohio,
on the 19th day of August, 2024

Nathan Swisher, Trustee

Mary Margaret Swisher, Trustee

Gary W. Swisher

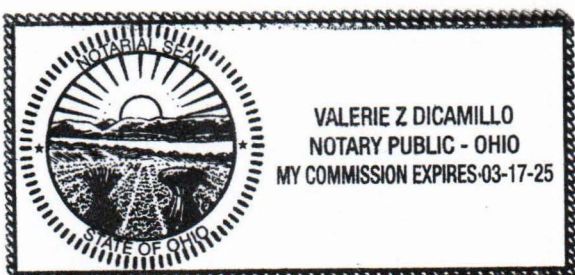
Gary Swisher, Trustee

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above
named (print name) GARY W. SWISHER, who acknowledged that they did
sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Bucksville Ohio
this 19th day of August, 2024



V. DiCamillo

Notary Public

1911

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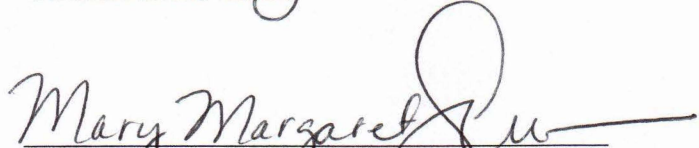
1911



IN WITNESS WHEREOF, the undersigned have hereunto set their hands at _____, Ohio,
on the ____ day of _____, 20____.



Nathan Swisher, Trustee



Mary Margaret Swisher, Trustee

Gary Swisher, Trustee

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above
named (print name) _____, who acknowledged that they did
sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio
this ____ day of _____, 20____.

Notary Public

**SEE ATTACHED
NOTARY CERTIFICATE**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 08/26/2024 before me, Linda Diaz Guadamuz, Notary Public
(insert name and title of the officer)

personally appeared Nathan Swisher and Mary Margaret Swisher,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are)
subscribed to the within instrument and acknowledged to me that he/she/(they) executed the same in
his/her/(their) authorized capacity(ies), and that by his/her/(their) signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Faint, illegible text, possibly a signature or stamp.

My Comm. Expires Aug 25, 2023
LINDA DIAZ GUADAMUS
COMM. #2468288
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MBCI



CITY OF BRECKSVILLE

By: [Signature]
Daryl J. Kingston, Mayor

STATE OF OHIO)
) SS: NOTARY PUBLIC
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Daryl J. Kingston, the duly elected and acting Mayor of the City of Brecksville, who, after first being duly cautioned according to law, acknowledged that he has the power to bind the City of Brecksville, pursuant to appropriate Councilmanic authorization, to the terms and conditions of the foregoing instrument and that he did sign the foregoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brecksville,

Ohio, this 17 day of September, 2024.



TAMMY TABOR
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
8-1-2028

[Signature]
Notary Public

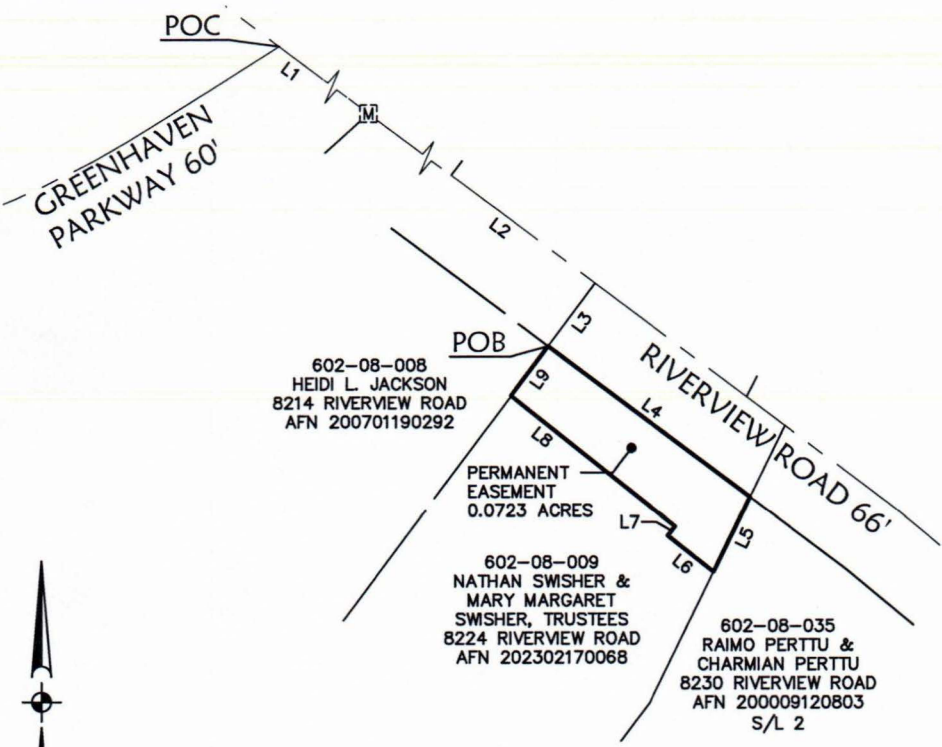
Permanent Easement was authorized by Resolution No. 5605 adopted by the Council of the City of Brecksville on the 17 day of September 2024.

[Signature]
Tammy Tabor, Clerk of Council

Approved as to Form:
[Signature]
Asst. Law Director, City of Brecksville

PERMANENT EASEMENT
 ACROSS PARCEL NO. 602-08-009
 PART OF ORIGINAL BRECKSVILLE
 TOWNSHIP LOT NO. 96
 CITY OF BRECKSVILLE,
 COUNTY OF CUYAHOGA,
 STATE OF OHIO

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S53°02'06"E	102.95'
L2	S53°08'09"E	195.68'
L3	S36°51'51"W	33.00'
L4	S53°08'09"E	106.23'
L5	S26°10'54"W	35.18'
L6	N51°22'17"W	24.56'
L7	N38°37'43"E	5.00'
L8	N51°22'17"W	88.40'
L9	N36°51'51"E	26.10'



602-08-008
 HEIDI L. JACKSON
 8214 RIVERVIEW ROAD
 AFN 200701190292

PERMANENT
 EASEMENT
 0.0723 ACRES

602-08-009
 NATHAN SWISHER &
 MARY MARGARET
 SWISHER, TRUSTEES
 8224 RIVERVIEW ROAD
 AFN 202302170068

602-08-035
 RAIMO PERTTU &
 CHARMIAN PERTTU
 8230 RIVERVIEW ROAD
 AFN 200009120803
 S/L 2



SCALE: 1"=60'
 MAY 16, 2024

T. A. Bixler 5-16-24

TREVOR A. BIXLER
 PROFESSIONAL SURVEYOR, OHIO NO. 7730



ABBREVIATIONS
 AFN AUTOMATIC FILE NUMBER
 CCMR CUYAHOGA COUNTY MAP RECORDS
 P PAGE
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 V VOLUME

KS KS Associates, Inc.
 260 Burns Road, Suite 100
 Elyria, OH 44035
 P 440 365 4730
 F 440 365 4790
KS ASSOCIATES www.ksassociates.com

**Permanent Easement
Across PPN 602-08-009
0.0723 Acres
Page 1 of 2**

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio, and known as being part of Original Brecksville Township Lot No. 96. Also being part of the land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees as recorded in AFN 202302170068 of the Cuyahoga County Records, being more definitely described as follows;

Commencing at the intersection of the centerline of Riverview Road (66 feet wide) and the centerline of Greenhaven Parkway (60 feet wide);

Thence, along the centerline of Riverview Road, South $53^{\circ} 02' 06''$ West, 102.95 feet to a 1" iron pin in a monument box found;

Thence, continuing along the centerline of Riverview Road, South $53^{\circ} 08' 09''$ East, 195.68 feet to the most northerly corner of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees;

Thence, leaving the centerline of Riverview Road, along the northwesterly line of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees, South $36^{\circ} 51' 51''$ West, 33.00 feet to the southwesterly right of way of Riverview Road and the **True Point of Beginning** for the easement herein described;

Thence, leaving the northwesterly line of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees, along the southwesterly right of way of Riverview Road, South $53^{\circ} 08' 09''$ East, 106.23 feet to the southeasterly line of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees;

Thence, leaving said southwesterly right of way, along the southeasterly line of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees, South $26^{\circ} 10' 54''$ West, 35.18 feet;

Thence, leaving said southeasterly line, North $51^{\circ} 22' 17''$ West, 24.56 feet;

Thence, North $38^{\circ} 37' 43''$ East, 5.00 feet;

Thence, North $51^{\circ} 22' 17''$ West, 88.40 feet to the northwesterly line of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees,

Thence, along the northwesterly line of said land conveyed to Nathan Swisher and Mary Margaret Swisher, Trustees, North $36^{\circ} 51' 51''$ East, 26.10 feet to the point of beginning.

Containing within said bounds 0.0723 acres (3,148 square feet) of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in November, 2023.

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

Permanent Easement
Across PPN 602-08-009
0.0723 Acres
Page 2 of 2

T. A. Bixler 5-16-24

Trevor A. Bixler, P.S.
Professional Surveyor, Ohio No. 7730

KS ASSOCIATES
Civil Engineers + Surveyors
260 Burns Road, Suite 100
Elyria, OH 44035
440 365 4730



R:\20000\20222-EMHT\Task 6\Legal Descriptions\20222-EMHT_P_EASE_602-08-009_R.docx

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5606

**A RESOLUTION ACCEPTING A PERMANENT EASEMENT
FOR CONSTRUCTION, RECONSTRUCTION, OPERATING,
MAINTAINING, REPAIRING AND REPLACING PUBLIC
UTILITIES, AND APPURTENANCES THERETO IN, UNDER,
ACROSS AND THROUGH CERTAIN LANDS OWNED BY
HEIDI L. JACKSON AND KNOWN AS PPN 602-08-008;
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Brecksville must accept a permanent sewer easement across certain lands owned by Heidi L. Jackson to undertake a Flood Reduction at Riverview Road Project.

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

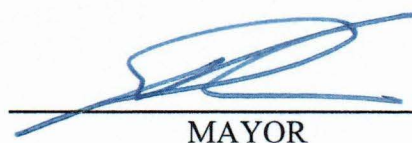
SECTION 1. The Mayor be, and he hereby is, authorized to accept a Permanent Easement for construction, reconstruction, operating, maintaining, repairing and replacing public utilities, and appurtenances thereto in, under, across and through certain lands owned by Heidi L. Jackson and known as PPN 602-08-008, a copy of which Permanent Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

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.

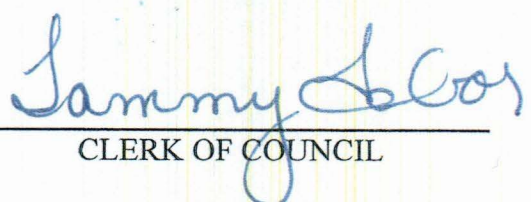
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement to complete the Project, therefore, said Resolution shall be 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: September 17, 2024

APPROVED: September 17, 2024

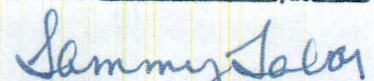


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5606 duly passed by the Council of the City of Brecksville, Ohio, on 9-17, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9-20, 2024.



**EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, OPERATING, MAINTAINING,
REPAIRING AND REPLACING PUBLIC UTILITIES, AND APPURTENANCES THERETO IN,
UNDER, ACROSS AND THROUGH CERTAIN LANDS OWNED BY**

HEIDI L. JACKSON

(Permanent Parcel No. 602-08-008)

KNOW ALL PERSONS BY THESE PRESENTS that Heidi L. Jackson, their successors and assigns (hereinafter collectively referred to as "Grantor") who are the owners of certain land by deed recorded as AFN 200701190292 of Cuyahoga County Records, (hereinafter referred to as "Premises") in consideration of the sum of six thousand six hundred dollar (\$6,600.00) the receipt of which is acknowledged by Grantor, and for other good and valuable consideration received to their full satisfaction, do hereby give, grant, bargain and convey, unto the City of Brecksville (hereinafter referred to as "Grantee"), its successors and assigns, the perpetual right and perpetual easement to enter upon that portion of the Grantors' Premises, as described in Exhibit "A", attached hereto and expressly made a part hereof by reference (hereinafter referred to as the "Easement Area"), and to remove trees and other obstructions when necessary and in, under, across and through the aforesaid Easement Area to lay, construct, relay, reconstruct, improve, maintain, operate, use, alter, repair, inspect, remove or replace public utilities and appurtenances thereto (herein, collectively the "Facilities") and also the right to enter upon the aforesaid Easement Area, or any part thereof at any time for any of the foregoing purposes and the doing of all things necessary or incident thereto. The exercise and nature of the rights granted herein shall be at the sole discretion of the Grantee.

Grantor agrees not to excavate or fill land or build, construct, place or permit any landscaping, planting, pavement, building or other structure or item upon or within the Easement Area in a manner which would interfere with the activities and purposes of Grantee as set forth herein or to otherwise conduct activities or use the Premises in a manner which would interfere with the activities and purposes of Grantee as set forth herein. Further, Grantor shall not cause or permit others to remove or willfully alter the Facilities.

The Grantee shall, at all times, have the right to access the Easement Area and Facilities to enter upon the Easement Area to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Easement Area for the activities and purposes set forth herein. Grantee agrees to promptly repair or replace, if necessary, any damages to the surface of the Premises disturbed by reason of or in connection with the activities and purposes herein granted, so that said Premises will return to substantially the same condition in which it was found prior to the commencement of such activities and purposes,

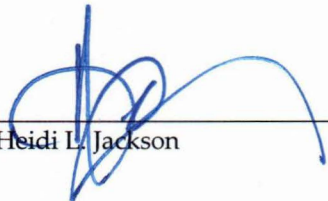
This grant of Easement will run with the land and will be binding on and will inure to the benefit of the Grantor and Grantee, and their respective heirs, successors and assigns and the rights herein granted shall continue in perpetuity.

It is the intent of this Easement that the Grantee will assign the Northeast Ohio Regional Sewer District and its employees, consultants, contractors and agents access to the Easement Area for use of vehicles, equipment, materials and machinery for the activities and purposes set forth herein to construct the Facilities. The Grantee will also assign the private utility companies that supply gas, cable, electric, and phone companies, their consultants, contractors and agents access to the Easement Area for use of vehicles, equipment, materials and machinery for the purpose of relocating existing utilities, as necessary, to allow for the construction of said Facilities. Upon completion of the construction of the Facilities, the Grantee will retain the rights to the Easement Area for maintenance of said Facilities and to allow the private utility companies maintenance and repair of their facilities.

The Grantor hereby reserves the right to use said Premises within the limits of the above-described Easement Area as are not herein expressly prohibited by and are not inconsistent with the rights and easement hereby granted.

TO HAVE AND TO HOLD the above granted easement and the Facilities thereto which may be installed therein and any further additions installed by Grantee subsequently in, over and through such Easement Area for the purposes mentioned herein given unto Grantee by Grantor forever. And the Grantor does for themselves and their successors and assigns covenant with the Grantee and its successors and assigns, that at the time and until the sealing of these presents, the Grantor is well seized of the above described Premises as a good and indefeasible estate in fee simple and has good right to bargain and grant the same in manner and form as written above and that Grantor will warrant and defend said Premises with the appurtenances thereunto belonging to the Grantee, its successors and assigns against all lawful claims and demands whatsoever for the purposes herein described.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Brecksville, Ohio,
on the 20th day of August, 2024



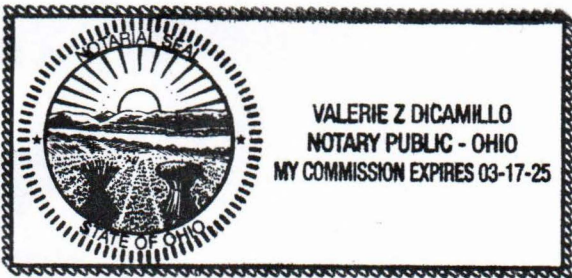
Heidi L. Jackson


STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above
named (print name) HEIDI JACKSON, who acknowledged that they did
sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brecksville Ohio
this 20th day of August, 2024.





Notary Public

CITY OF BRECKSVILLE

By: [Signature]
Daryl J. Kingston, Mayor

STATE OF OHIO)
) SS: **NOTARY PUBLIC**
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Daryl J. Kingston, the duly elected and acting Mayor of the City of Brecksville, who, after first being duly cautioned according to law, acknowledged that he has the power to bind the City of Brecksville, pursuant to appropriate Councilmanic authorization, to the terms and conditions of the foregoing instrument and that he did sign the foregoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brecksville.



17 day of September, 2024

TAMMY TABOR
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES

[Signature]
Notary Public

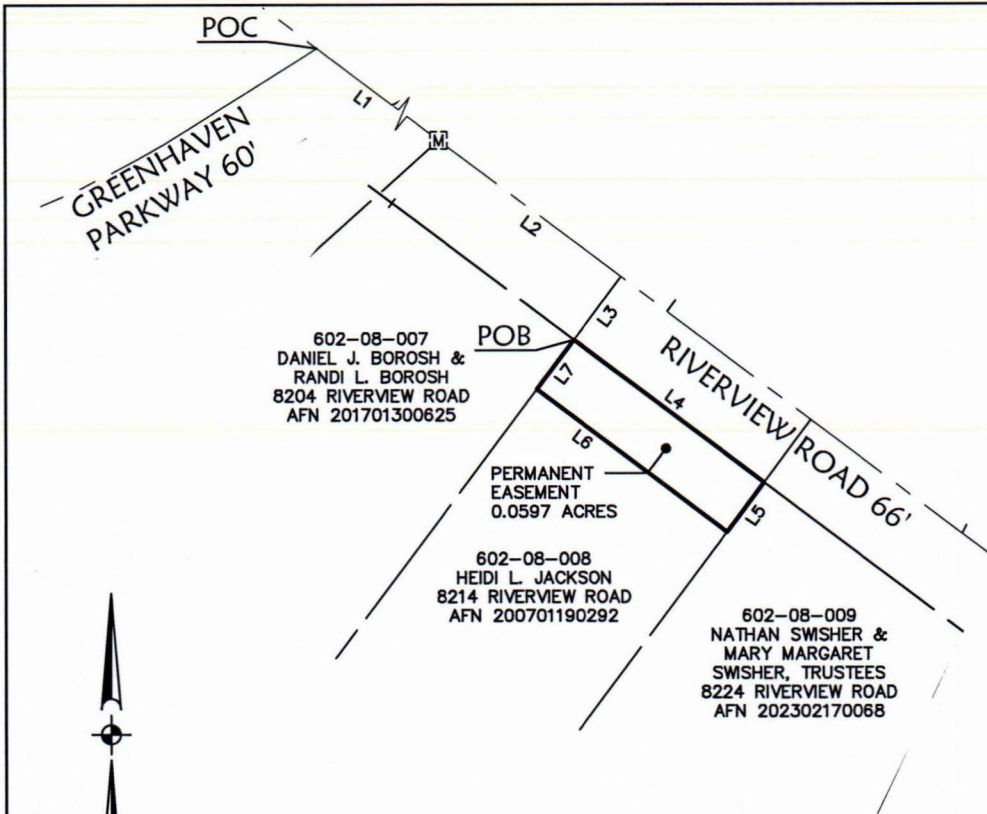
This Permanent Easement was authorized by Resolution No. 5606 adopted by the Council of the City of Brecksville on the 17 day of September 2024

[Signature]
Tammy Tabor, Clerk of Council

Approved as to Form:
[Signature]
Law Director, City of Brecksville

PERMANENT EASEMENT
 ACROSS PARCEL NO. 602-08-008
 PART OF ORIGINAL BRECKSVILLE
 TOWNSHIP LOT NO. 96
 CITY OF BRECKSVILLE,
 COUNTY OF CUYAHOGA,
 STATE OF OHIO

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S53°02'06"E	102.95'
L2	S53°08'09"E	95.68'
L3	S36°51'51"W	33.00'
L4	S53°08'09"E	100.00'
L5	S36°51'51"W	26.00'
L6	N53°08'09"W	100.00'
L7	N36°51'51"E	26.00'



602-08-007
 DANIEL J. BOROSH &
 RANDI L. BOROSH
 8204 RIVERVIEW ROAD
 AFN 201701300625

POB

PERMANENT
 EASEMENT
 0.0597 ACRES

602-08-008
 HEIDI L. JACKSON
 8214 RIVERVIEW ROAD
 AFN 200701190292

602-08-009
 NATHAN SWISHER &
 MARY MARGARET
 SWISHER, TRUSTEES
 8224 RIVERVIEW ROAD
 AFN 202302170068



SCALE: 1"=60'
 MAY 16, 2024

T. A. Bixler 5-16-24

TREVOR A. BIXLER
 PROFESSIONAL SURVEYOR, OHIO NO. 7730



ABBREVIATIONS

AFN AUTOMATIC FILE NUMBER
 CCMR CUYAHOGA COUNTY MAP RECORDS
 P PAGE
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 V VOLUME

KS KS Associates, Inc.
 260 Burns Road, Suite 100
 Elyria, OH 44035
 P 440 365 4730
 F 440 365 4790
KS ASSOCIATES www.ksassociates.com

**Permanent Easement
Across PPN 602-08-008
0.0597 Acres
Page 1 of 2**

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio, and known as being part of Original Brecksville Township Lot No. 96. Also being part of the land conveyed to Heidi L. Jackson as recorded in AFN 200701190292 of the Cuyahoga County Records, being more definitely described as follows;

Commencing at the intersection of the centerline of Riverview Road (66 feet wide) and the centerline of Greenhaven Parkway (60 feet wide);

Thence, along the centerline of Riverview Road, South 53° 02' 06" East, 102.95 feet to a 1" iron pin in a monument box found;

Thence, continuing along the centerline of Riverview Road, South 53° 08' 09" East, 95.68 feet to the most northerly corner of said land conveyed to Heidi L. Jackson;

Thence, leaving the centerline of Riverview Road, along the northwesterly line of said land conveyed to Heidi L. Jackson, South 36° 51' 51" West, 33.00 feet to the southwesterly right of way of Riverview Road and the **True Point of Beginning** for the easement herein described;

Thence, leaving the northwesterly line of said land conveyed to Heidi L. Jackson, along the southwesterly right of way of Riverview Road, South 53° 08' 09" East, 100.00 feet to the southeasterly line of said land conveyed to Heidi L. Jackson;

Thence, leaving said southwesterly right of way, along the southeasterly line of said land conveyed to Heidi L. Jackson, South 36° 51' 51" West, 26.00 feet;

Thence, leaving said southeasterly line, North 53° 08' 09" West, 100.00 feet to the northwesterly line of said land conveyed to Heidi L. Jackson;

Thence, along the northwesterly line of said land conveyed to Heidi L. Jackson, North 36° 51' 51" East, 26.00 feet to the point of beginning.

Containing within said bounds 0.0597 acres (2,600 square feet) of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in November, 2023.

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

Permanent Easement
Across PPN 602-08-008
0.0597 Acres
Page 2 of 2

T. A. Bixler 5-16-24

Trevor A. Bixler, P.S.
Professional Surveyor, Ohio No. 7730

KS ASSOCIATES
Civil Engineers + Surveyors
260 Burns Road, Suite 100
Elyria, OH 44035
440 365 4730



RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5607

**A RESOLUTION ACCEPTING THE PROPOSAL OF
CTL ENGINEERING, INC. FOR GEOTECHNICAL
INVESTIGATION SERVICES FOR THE SNOWVILLE
ROAD LOWERING PROJECT; 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 CTL Engineering, Inc. for Geotechnical Investigation Services for the Snowville Road Lowering Project in an amount not to exceed six thousand, three hundred fifty dollars (\$6,350.00) as set forth in their proposal dated July 31, 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.

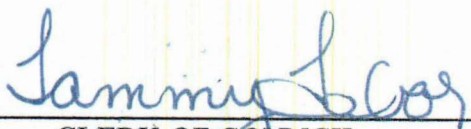
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for the Geotechnical Investigation services to commence the project, therefore, said Resolution 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: September 17, 2024

APPROVED: September 17, 2024

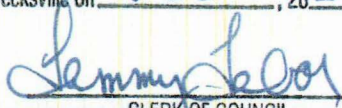


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5607 duly passed by the Council of the City of Brecksville, Ohio, on 9-17, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9-20, 20 24.



CLERK OF COUNCIL



July 31, 2024

City of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141

Attention: Mayor Daryl J. Kingston

Reference: Proposal for Subsurface Exploration
Snowville Road – Grade Modifications
Snowville Road from Dewey Rd to Deer Run
Brecksville, Cuyahoga County, Ohio

CTL Proposal No. 24050051CLEPPL

Mayor Kingston:

In response to your request, CTL Engineering, Inc. is pleased to submit this proposal for Geotechnical Investigation services for the referenced project.

PROJECT DESCRIPTION AND SCOPE OF WORK

The project consists of regrading Snowville Road by lowering a portion of it from Dewey Road to Deer Run gradually by about 3 feet. This regrading will also require lowering some of the utilities.

CTL plans to advance 2 soil borings, one at 25 feet deep near Dewey Road at the high point, and one at 20 feet deep near Deer run at the lower point. CTL will obtain soil samples at 2.5-foot interval in the upper 15 feet and at 5-foot interval thereafter. Based on the collected soil data, CTL will provide recommendations for subgrade stabilization, pavement support, and utility installation.

PROCEDURES

CTL services will include the following items:

- A. Mark the soil boring locations (surface elevations by others).
- B. Contact Ohio Utility Protection Services (OUPS) to locate underground utilities. Borings, which are in the area of utilities will be offset and noted on the site plan.

- C. Drill the test borings in the proposed area.
- D. Field and laboratory testing in accordance with ASTM specifications.
- E. Engineering evaluation and reporting to include:
 - 1. General description of site.
 - 2. Boring logs and soil profile to include:
 - (a) Surface elevation at each test boring location.
 - (b) Thickness of pavement and subsoil strata.
 - (c) Groundwater encountered during drilling, and at completion.
 - (d) Standard penetration and moisture content as a function of depth.
 - 3. Existing subsurface conditions.
 - 3. Soil data for Subgrade Analysis
 - 4. Groundwater management recommendations.
 - 5. Recommendations for roadway and utility support.

COST ESTIMATE

Field Testing:	\$2,100.00
Traffic Control (Flaggers):	\$1,200.00
Laboratory Testing:	\$1,050.00
Engineering Service:	<u>\$2,000.00</u>
Estimated Total Fee:	\$6,350.00

CONTINGENCIES

This proposal does not include the costs incurred due to any unforeseen conditions. Whenever the actual amount of work will exceed the estimated quantity, the client will be notified and authorization will be obtained, prior to CTL performing additional work. In addition, this information is proprietary and confidential and CTL assumes no responsibility or liability for the reliance hereon or use hereof by anyone other than City of Brecksville and their Representatives.

SCHEDULE

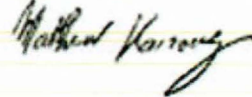
CTL can start the drilling within 7 to 10 days of authorization. The final report will be submitted within 25 to 30 working days of authorization.



CLOSING

CTL is committed to provide comprehensive and quality services to its clients, and is confident that our services are commensurate with your professional expectations. We sincerely appreciate the opportunity to provide this cost proposal and look forward to working with you. Should you have any questions, please feel free to contact me at (330) 220-8900.

Respectfully submitted,
CTL ENGINEERING, INC.



H. Matthew Kairouz,
P.E. Project Engineer

Enclosure:

- *Proposed Boring Location Plan*



RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5608

Resolution No. _____

**A RESOLUTION ACCEPTING A STANDARD EASEMENT
FOR THE INSTALLATION AND MAINTENANCE OF A
WATER MAIN FOR THE PURPOSE OF SUPPLYING
WATER SERVICE; AND DECLARING AN EMERGENCY**

WHEREAS, the City of Brecksville must accept a Standard Easement, to supply water service to the Valor Acres Mixed Use Development.

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 accept a Standard Easement for the purpose of supplying water service, a copy of which Standard Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

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.

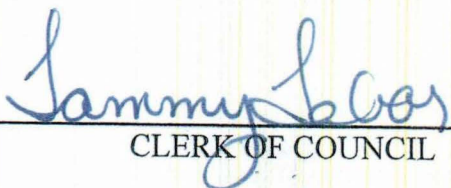
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement to complete the Project, therefore, said Resolution shall be 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: September 17, 2024

APPROVED: September 17, 2024

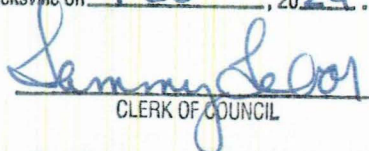


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5608 duly passed by the Council of the City of Brecksville, Ohio, on 9.17, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 9.20, 2024.



CLERK OF COUNCIL

EXHIBIT "A"

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR THE PURPOSE OF SUPPLYING WATER SERVICE

(I, We) _____, the Grantor herein, for valuable consideration received and to be received to (my, our) full satisfaction, do hereby grant and convey to the City of Brecksville, and to the City of Cleveland, political subdivision of the State of Ohio and Grantees herein, the perpetual right-of-way and easement for the purposes hereinafter mentioned in the following described premises (the "Premises"):

Situated in the City of Brecksville, County of Cuyahoga, State of Ohio, known as being part of the Original Brecksville Township Lot No. 55, and bounded and described as follows:

A copy of the legal Description is attached hereto as Exhibit "A" and made a part hereof as If fully written herein.

Grantor and Grantee agree that all references to either part in this instrument shall include that party and the party's heirs, administrators, successors and/or assigns.

In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantees the right and easement to enter upon the premises to lay, install and maintain therein a water main and appurtenances, including service connections and pipes; to set all water meters and make all repairs to water mains, service meters and appurtenances which the Grantee deems to be necessary or advisable from time to time; to turn off water to any service connection or water main; or to do any other thing which the Grantees deems to be necessary or advisable in order to operate or maintain said mains, meters, connections, pipes and appurtenances in accordance with the ordinances, rules and regulation of the Grantees which are now in effect or may be adopted hereafter.

In consideration of acceptance of the easement by the Grantees, the Grantor agrees to pay the entire cost of installing a water main and appurtenances upon the premises, which main shall be located not less than nine (9) feet from either lateral limit of the premises. The water main and appurtenances, including valves and hydrants, shall upon completion, and approval by the Grantees, become and remain the property of the Grantee City of Brecksville, and shall be a distribution water main of said Grantee within the purview and subject to the terms of any Water Service Agreement between said Grantee and Grantor, the City of Cleveland, now or hereafter in effect.

All service connections shall be installed in accordance with the ordinances, rules and regulations of the Grantees at the expense of owners of abutting property or others who seek water service thereby. Service connections shall be assigned to specific street mailing addresses by Grantee, City of Cleveland, when said Grantee receives the official designation of such addresses from Grantor, the City of Brecksville.

All water meters shall be furnished and set by Grantee, City of Cleveland, at the expense of the Grantor. All water shall be supplied by Grantee, City of Cleveland, in the same manner and to the same extent that said Grantee supplies water to properties abutting on public streets in the City of Cleveland.

The Grantor hereby restricts the premises against the construction thereon of any temporary or permanent structures, except that Grantor may install or cause to be installed sidewalks or pavements, or tunnels, railroad switch tracks, sewers, ducts, pipes or pole lines which cross over or under the premises at an angle of not less than forty-five (45) degrees with the center line of the water main, or which clear the water main by not less than one and one-half (1 - ½) feet above or one and one-half (1 - ½) feet below.

The Grantor agrees to keep the premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantees' access to or maintenance of water mains and appurtenances. Grantor further agrees to make no alterations to the premises which would increase the depth of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

The Grantor agrees to construct a hard surface driveway, of at least fifteen (15) feet in width, adjacent to the water main. The Access driveway shall be constructed of concrete or asphalt and shall conform to current Ohio Department Of Transportation specifications.

If the Grantor desires to alter the premises in any way other than is expressly permitted herein, he must obtain the prior written approval of the Grantees. Upon receipt of such approval, the Grantor shall at his own expense relocate or reconstruct all or any portion of the water main and appurtenances which are affected by such alteration and, where necessary, grant a new easement of not less than fifty (50) feet in width under the same terms and conditions as herein provided. The relocated or reconstructed water main and appurtenances shall, upon completion, and approval by the Grantees, become the property of Grantee, the City of Brecksville.

If the Grantor violates any of the provisions of this easement, the Grantees, either jointly or separately and at the expense of the Grantor, may enter upon the premises and discontinue water service or make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

Whenever maintenance or work of any kind is performed on the premises under the terms of this easement, the Grantees, jointly and separately, shall bear no responsibility for restoration of the premises or their environs to their original topographical condition.

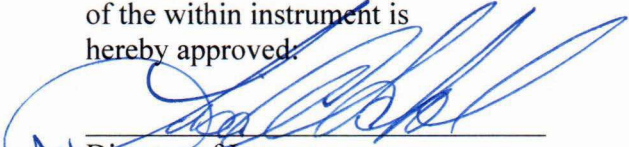
The Grantor indemnifies and holds harmless the Grantees from any and all damage, injury or loss to any person or property caused by, related to or resulting from any leaks in the water main or appurtenances or the maintenance, construction, reconstruction or relocation of said main or appurtenances, other than damage, injury or loss caused by, related to or resulting from the sole negligence of the Grantees. The Grantor further indemnifies and holds harmless the Grantees from any and all expense incurred and damage to the water main and appurtenances caused by, related to or resulting from the Grantor's construction or maintenance of any paving, walks, switch tracks, tunnels, sewers, ducts, pipes or pole line within or upon the premises or from any other use of the premises by the Grantor.

The Grantor hereby reserves the right to use the premises for the passage or transportation of personnel, materials or equipment, and to make such other use of the premises as is not expressly prohibited by or inconsistent with the terms of this easement.

The Grantor and the Grantees mutually agree that neither the recording of this instrument nor its acceptance by the Grantees shall be construed as a dedication of the premises or an agreement by the Grantees to accept the premises for dedication for public use as a street.

The Grantor covenants with the Grantees that it is well seized of the premises as a good and indefeasible estate in fee simple and has the right to grant and convey the premises in the manner and form above written. The Grantor further covenants that he will warrant and defend the premises with the appurtenances thereunto belonging to the Grantees against all lawful claims and demands whatsoever for the purposes described herein.

The legal form and correctness
of the within instrument is
hereby approved:



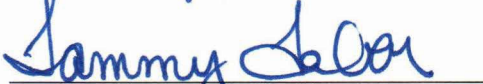
Asst. Director of Law

City of Brecksville
(City, Village, Township, District)

9.17.2024
(Date)

Accepted by the Council of Brecksville by
(Resolution/Ordinance) No. 5608

Passed September 17, 2024.



Clerk or Assistant

9.17.2024
(Date)

The City of Cleveland, by and through its Director of Public Utilities, does hereby
accept the within easement and all the terms and conditions thereof this _____
day of _____, 20____, as authorized by Section 129.20 of the
Codified Ordinances of Cleveland, Ohio, 1976, passed by the Council of the City of
Cleveland on June 17, 1991.

Signed in the presence of:

CITY OF CLEVELAND

By: _____
Director of Public Utilities

The legal form and correctness
of the within instrument is
hereby approved:

Director of Law

By: _____
Chief, Assistant Director of Law

Date: _____

TO HAVE AND TO HOLD the above granted easement, right-of-way, water lines, appurtenances and additions installed by the Grantor, for the purposes above mentioned, unto the Grantees forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at _____ this _____ day of _____, 20____.

Signed in the Presence of:

 (print or type name)

 (print or type name)

GRANTOR:

 (print or type name)

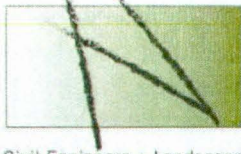
This Instrument Prepared By:
 Neff & Associates Inc.

STATE OF OHIO)
) SS:
 COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named _____, who acknowledged that (he, they) did sign the foregoing instrument and that the same is (his, their) free act and deed, personally and as such officer(s) and the free act and deed of said (corporation, partnership).

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 20____.

 NOTARY



NEFF
& ASSOCIATES

Civil Engineers • Landscape Architects • Planners • Surveyors

Legal Description

Valor Acres – Multi Use Parcel

Water Line Easement

September 4, 2024

File No. 14424F-LD002

Page 1 of 2

Situated in the City of Brecksville, County of Cuyahoga, State of Ohio and known as being part of Parcel 2A-1 in the Lot Split for Parcel 2A, Valor Acres Subdivision, being part of Original Brecksville Township Lot No. 55, as shown in recorded plat A.F.N. 202408130449 of Cuyahoga County Records and is further bounded and described as follows:

Beginning at a 1” iron pin monument found at the intersection of the centerline of Miller Road (Width Varies) and the centerline of Brecksville Road (State Route 21) (100 Ft. Wide);

Thence South 89°36’56” West, along the centerline of said Miller Road, a distance of 1506.06 feet;

Thence North 00°23’04” West, a distance of 50.00 feet to a point on the Northerly line of a 20’ Right of Way Easement as recorded in Volume 96-06809, Page 9 of Cuyahoga County Records and the principal place of beginning;

Course 1 Thence South 89°36’56” West, along the Northerly line of said 20’ Right of Way Easement, a distance of 70.67 feet;

Course 2 Thence North 45°20’58” West, a distance of 33.79 feet;

Course 3 Thence North 00°18’45” West, a distance of 195.57 feet;

Course 4 Thence North 56°57’54” East, a distance of 393.75 feet;

Course 5 Thence North 89°40’26” East, a distance of 1202.35 feet;

Course 6 Thence South 00°19’21” East, a distance of 50.0 feet;

Course 7 Thence South 89°40’26” West, a distance of 1187.68 feet;

Course 8 Thence South 56°57’54” West, a distance of 351.78 feet;

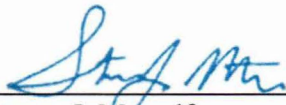
Course 9 Thence South 00°18’54” East, a distance of 147.54 feet;

Legal Description
Valor Acres – Multi Use Parcel
Water Line Easement
September 4, 2024
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Page 2 of 2

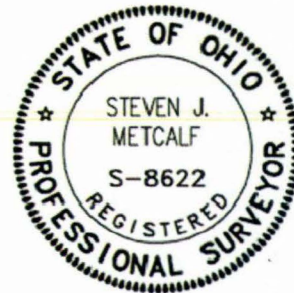
Course 10 Thence South 45°20'58" East, a distance of 63.00 feet to the principal place of beginning and containing 2.0520 Acres (89,387 Square Feet), according to a survey by Steven J. Metcalf, Registered Surveyor No. 8622-Ohio of Neff & Associates, dated January 2022.

Basis of bearings for this survey is Grid North of NAD83 (2011) Ohio State Plane Coordinate System, North Zone (3401) and is used to denote angles only.

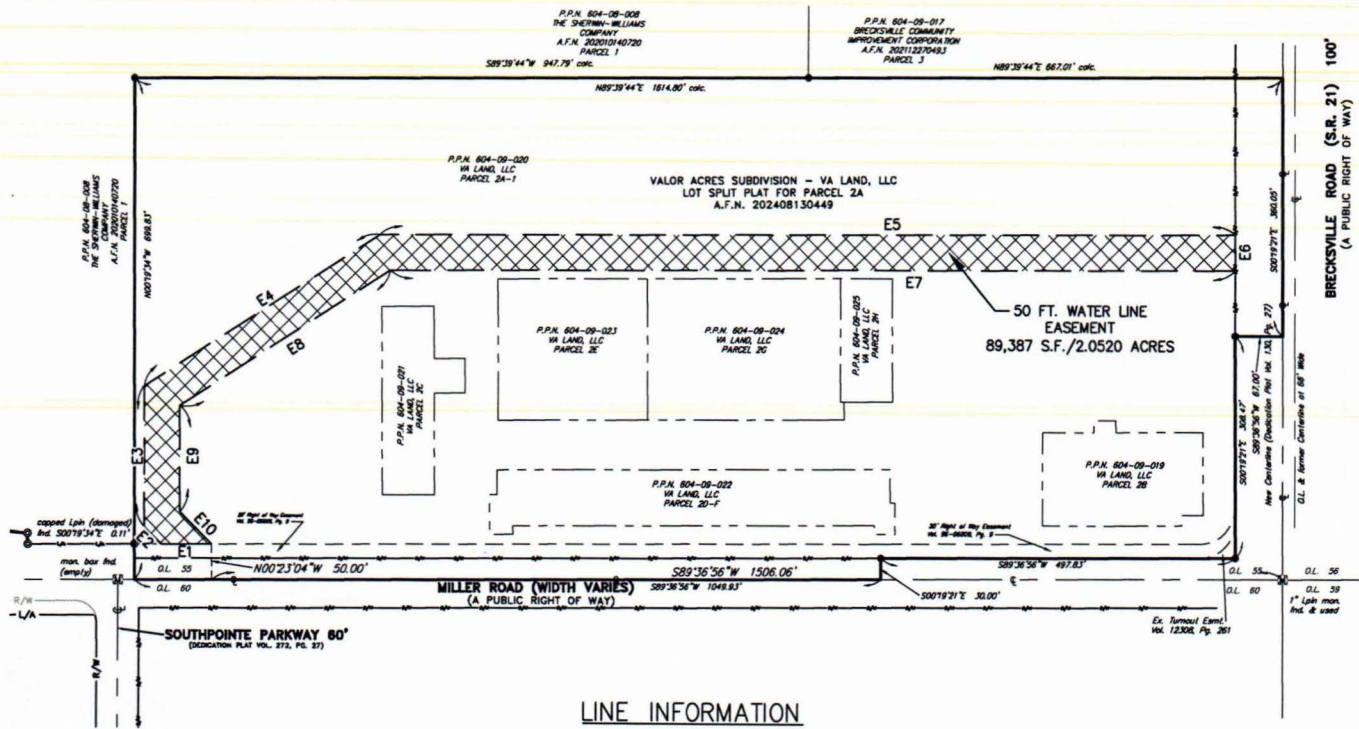
Be the same more or less, but subject to all legal highways and easements of record.



Steven J. Metcalf
Registered Survey No. 8622-Ohio



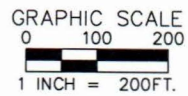
N:\LAND DEVELOPMENT\Proj\14424B Valor Acres - Residential\Survey\14424B-MU ESMT.dwg, 9/4/2024 2:52:42 PM, DWG to PDF.pc3



LINE INFORMATION

LINE	DISTANCE	BEARING	LINE	DISTANCE	BEARING
E1	70.67'	S89°36'56"W	E6	50.00'	S00°19'21"E
E2	33.79'	N45°20'58"W	E7	1187.68'	S89°40'26"W
E3	195.57'	N00°18'45"W	E8	351.78'	S56°57'54"W
E4	393.75'	N56°57'54"E	E9	147.54'	S00°18'45"E
E5	1202.35'	N89°40'26"E	E10	63.00'	S45°20'58"E

NEFF & ASSOCIATES
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 www.nff-assoc.com



BRECKSVILLE, OHIO
 09/04/24 JOB#14424F
WATER LINE EASEMENT EXHIBIT
VALOR ACRES - MULTI USE AREA