

RESOLUTION RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

5620

Resolution No. _____

**A RESOLUTION MAKING NECESSARY
TRANSFERS BETWEEN CERTAIN FUNDS
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025;
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, 2025; 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	\$187,500.00	Community Center Recreation Fund R2400820-09110
General Fund 1100830-43090	\$37,500.00	Compensated Absences Fund R2100820-09110
General Fund 1100830-43180	\$380,000.00	Recreation Expansion Fund R2410820-09110
General Municipal Improvements Fund 4800171-43040	\$719,631.00	General Bond Retirement Fund R3100820-09120
General Municipal Improvements Fund 4800171-43030	\$31,156.00	Ohio Public Works Commission Fund R4600820-09160
Recreation Facilities Expansion Fund 4920710-43040	\$169,567.12	General Bond Retirement Fund R3100820-09180
	\$1,525,354.12	

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.

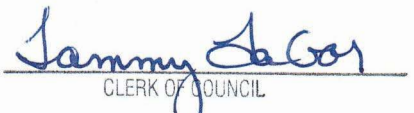
I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5620 duly passed by the Council of the City of Brecksville, Ohio, on 12-3, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-6, 2024.

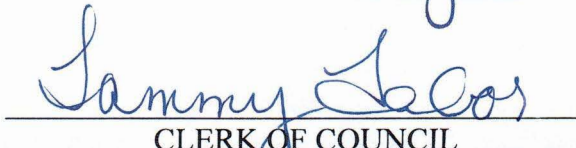
PASSED: December 3, 2024

APPROVED: December 3, 2024



MAYOR


CLERK OF COUNCIL



CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5621

**A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE A CONSUMER DRIVEN HEALTH
PRODUCTS AGREEMENT ON BEHALF OF THE
CITY OF BRECKSVILLE WITH MEDICAL MUTUAL
OF OHIO FOR THE FLEXIBLE SPENDING ACCOUNT;
AND DECLARING AN EMERGENCY**

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

SECTION 1. The Mayor be, and he hereby is, authorized to execute A Consumer Driven Health Products Agreement with Medical Mutual of Ohio for the Flexible Spending Account, a copy of which Agreement is attached hereto as Exhibit "A" and made a part hereof.

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

SECTION 3. The Council declares this 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 offering employees services and customer support for the Flexible Spending Account, 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: December 3, 2024

APPROVED: December 3, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5621 duly passed by the Council of the City of Brecksville, Ohio, on 12-3, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-6, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"

CONSUMER DRIVEN HEALTH PRODUCTS AGREEMENT Government Plan

This Consumer Driven Health Products Agreement (the "Agreement") is made and entered into as of 1/1/2025 (the "Effective Date") by and between Medical Mutual of Ohio, on behalf of itself and its affiliates, (hereinafter referred to as "Medical Mutual") and City of Brecksville Group Number 929526 (hereinafter referred to as "Employer").

Employer has chosen to offer its employees ancillary services, including administration and customer support for a Consumer Account.

This Agreement, including any attached Appendix or Addenda, which are incorporated herein by reference, sets forth the terms and conditions under which Medical Mutual will provide administrative services for the ancillary services selected by Employer, as indicated below.

Please choose all that apply :	
<input checked="" type="checkbox"/> Flexible Spending Account ("FSA") <ul style="list-style-type: none">▪ Health FSA▪ Limited Purpose FSA▪ Dependent Care Assistance Program▪ Parking and Transit FSA	<input type="checkbox"/> Health Reimbursement Arrangement ("HRA")
<input type="checkbox"/> Health Savings Account ("HSA")	

Employer, through its authorized representatives, employees, and/or agents, has read and accepts the Agreement and any Appendices or Addenda. The Agreement may be executed and delivered by facsimile or e-mail, and such facsimile or e-mail execution and delivery, if accepted by Medical Mutual shall constitute the final Agreement and conclusive proof of the Agreement.

[Signature page immediately follows]

IN WITNESS WHEREOF, the Parties hereto by their respective duly authorized officers have executed the Agreement to be effective as of the Effective Date:

MEDICAL MUTUAL OF OHIO

By: _____
Authorized Signature

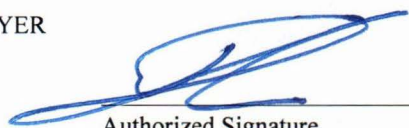
Print Name: _____

Title: _____

Address: Medical Mutual of Ohio
100 American Road
Cleveland, OH 44144-2322

Date: _____

EMPLOYER

By:  _____
Authorized Signature

Print Name: DARYL J. KINGSTON

Title: MAYOR / SAFETY DIRECTOR

Group Name: _____

Group Number: _____

Address: _____

Date: _____

APPENDIX A
CONSUMER ACCOUNTS

CONSUMER ACCOUNT ADMINISTRATIVE SERVICES.

ARTICLE I. DEFINITIONS

Whenever used in the Agreement the following capitalized terms shall have the respective meanings set forth below, unless otherwise expressly provided herein:

- 1.1 Agreement.** The Administrative Service Contract for Consumer Account between the Employer and Medical Mutual as of the Effective Date, including the any Appendices or Addenda as amended from time to time.
- 1.2 Authorized Person.** A person or persons who are designated by the Employer as authorized to deal with Medical Mutual on behalf of Employer.
- 1.3 Breach.** Failure or refusal to comply with any material term or condition of this Agreement, including any Appendix or Addenda, and specifically including failure to pay any Covered Benefit or Service Charge.
- 1.4 Claim Reimbursement Liability.** The difference between all claim reimbursements of Covered Benefits for Covered Individuals by Medical Mutual, and the funds received from Employer to reimburse Medical Mutual for the previous funding of those Covered Individuals' Covered Benefits in accordance with this Agreement.
- 1.5 COBRA.** The Consolidated Omnibus Budget Reconciliation Act of 1986, as amended from time to time, including regulations and guidance prescribed pursuant thereto.
- 1.6 Code.** The Internal Revenue Code of 1986, as amended from time to time, including regulations and guidance prescribed pursuant thereto.
- 1.7 Consumer Account or Consumer Accounts.** The Health Savings Account (HSA), Health Reimbursement Arrangement (HRA), or Flexible Spending Accounts (FSAs) selected by the Employer herein.
- 1.8 Covered Benefits.** All benefits provided by the Plans, including but not limited to payment or reimbursement of qualified medical expenses incurred under the Medical Mutual Plan that are the responsibility of a Covered Individual.
- 1.9 Covered Individuals.** An eligible employee or participant, or other individual enrolled in the Medical Mutual Plan, determined by Employer to be eligible for benefits under one or more Plans, and enrolled in one or more Plans.
- 1.10 ERISA.** The Employee Retirement Income Security Act of 1974, as amended from time to time, including regulations and guidance prescribed pursuant thereto.
- 1.11 HIPAA.** The Health Insurance Portability and Accountability Act of 1996, as amended from time to time, including regulations and guidance prescribed pursuant thereto.
- 1.12 Medical Mutual Plans.** The health Plans maintained and sponsored by the Employer and administered [and underwritten, if fully insured] by Medical Mutual.
- 1.13 Per Participant Per Month (PPPM)** The fee calculation by which Medical Mutual shall multiply its administrative fee by the total number of employees who have actually elected benefits under this Agreement.
- 1.14 Plan or Plans.** The consumer plan(s) maintained and sponsored by the Employer. The Plans(s) may be a Health Reimbursement Arrangement (HRA), Health Savings Account (HSA), or Flexible Spending Accounts (FSAs).

1.15 PPACA. The Patient Protection and Affordable Care Act of 2010, as amended from time to time, including regulations and guidance prescribed pursuant thereto.

ARTICLE II. ADMINISTRATIVE SERVICES

In exchange for the full performance by Employer of its responsibilities under this Agreement, Medical Mutual agrees to perform the Services set forth in this Section during the term of the Agreement.

2.1 Covered Benefits Administration. On behalf of Employer, and in accordance with the terms of the Plans, Medical Mutual shall provide the services necessary and appropriate to administer the specific type of Consumer Account(s) chosen by the Employer, such as setting up financial accounts, setting up funding mechanisms, enrolling Covered Individuals, maintaining separate notional bookkeeping accounts for each Covered Individual, managing financial balances, and recovering amounts paid out in excess of Claim Reimbursement Liability, and applicable reports.

2.2 Claims Administration. Medical Mutual will process initial requests for reimbursements in accordance with its standard claims review procedures; provided, however, that Medical Mutual only will review requests for reimbursement following receipt of all necessary information; and provided, further, that Employer must review and determine any appeal. Medical Mutual must receive sufficient documentation from the employee to substantiate the claims. If a request for reimbursement is approved, Medical Mutual will disburse Covered Benefits as soon as reasonably possible after such determination is made, provided that sufficient funds are made available by the Employer to pay such benefit payments in accordance with the applicable Claims Funding Method. If a request for reimbursement is denied, Medical Mutual will notify the claimant that they may appeal to Employer for subsequent review in accordance with the terms of the Plans.

2.3 Enrollment and Eligibility Assistance Services. With respect to HSA and HRA Plans, Medical Mutual will enroll all Covered Individuals in the Plan. With regard to FSA Plans, initial eligibility information, and any changes in eligibility, will be transmitted directly by the Employer to Medical Mutual. With regard to any eligibility determinations made by Medical Mutual, Medical Mutual shall be acting only in a ministerial fashion on behalf of Employer, implementing its directions and policies. Employer shall notify Medical Mutual of changes in employee eligibility (e.g. addition, termination, change in family status, etc.) at least ten (10) days prior to the first payroll date affected. Late notification may result in an erroneous payment being made to an Employee and any losses due to such late notification will be exclusively that of the Employer.

2.4 Benefit Plan Documents and Forms. It is the Employer's responsibility to ensure that all Plan documents and forms, including any template or sample documents and forms provided to Employer by Medical Mutual in accordance with this Agreement, comply with all applicable laws and regulations.

2.5 Debit Cards. Based upon information provided by Employer to Medical Mutual, and subject to standard Medical Mutual practices, if applicable to the product purchased by Employer, Medical Mutual shall issue debit cards ("Cards") to each Covered Individual; provided, however, that FSA Plan participants may not have Cards unless specifically elected by Employer. Possession of a Card does not confer any right to services or benefits under the Plans unless the Card holder is, in fact, a Covered Individual. Medical Mutual is not responsible for any damages or costs arising from use of such Card by an ineligible individual prior to being notified. The Card must be used in accordance with the terms of the Plans, any cardholder agreement, and the substantiation rules of the Internal Revenue Code. Medical Mutual has no responsibility to monitor the use of such Card, but may deactivate the Card if used other than in accordance with this Section. Medical Mutual will make reasonable attempts to collect repayment of claims paid through the Card for ineligible expenses or offset the ineligible payment against any claims for future eligible expenses; if repayment or offset is not made, Employer will be informed and will be responsible for taking any necessary action required by law (e.g., including such amounts in income). Furthermore, Medical Mutual shall have the right to suspend all reimbursements on new claims until the improper payments are recovered. Medical Mutual reserves the right to deactivate the Card at any time that it deems appropriate, including, but not limited to: (a) failure by the Employer to fund the Consumer Accounts; (b) failure by the Covered Individual to provide required substantiation; (c) notice from the Employer that the participant is no longer eligible for the

Consumer Account; or (d) the Agreement is terminated. If the Card has been deactivated (other than for failure to properly fund) Medical Mutual will not reactivate the Card until the reason for deactivation has been resolved.

- a. **Reimbursement for Non-Qualified Expenses for Flex Plan Transactions.** At the time of each Employee's enrollment in the Plan and in the Cardholder Agreement, the Employee will agree to reimburse the Employer for the amount of any Transaction that was not for a Qualified Expense. For Transactions determined by the Employer or TPA to be for non-qualified expenses ("NQE"), the Employee will automatically be notified of a balance due on the website and will be sent a communication (email or postal mail) informing him or her of the amount due. The Employer is ultimately responsible for repayment to Medical Mutual for any NQE transactions not refunded by the Employee. The Employer may, to the extent allowed by applicable law, withhold the amount at issue from the Employee's pay or may bill the Employee. However, the Employer is responsible for determining whether applicable law will permit the Employer to withhold such amounts and should consult legal counsel concerning such withholding. If the claim still remains outstanding, the Employer must offset the amount thereof against future claims under the Program. The Employer must also take action to ensure that further violations do not occur, including denial of access to the Card. In the event the amount cannot be collected from the Employee, the Employer must nevertheless pay such amount to Medical Mutual and treat the amount due as it would any other business indebtedness.
- b. **Notification.** If the Employer is notified by an Employee that a Card is lost or stolen or if the Employer is told or suspects that a Card has been used fraudulently, it must notify Medical Mutual immediately. Additionally, the Employer must notify Medical Mutual immediately when an Employee terminates. MMO will not be responsible for any stolen cards or cards being improperly used by terminated employees.

2.6 Customer Service. Medical Mutual will provide customer service for the applicable Consumer Account and Plan, including access to customer service professionals by telephone, online, and by mail, in accordance with then-current policies and procedures. Each Covered Individual will receive a welcome kit for each of the Consumer Accounts on or after the Effective Date, access to a website for Covered Individuals to utilize in order to obtain forms, account balance, claim status, and summary activity for their Consumer Accounts, and a toll free customer call center for Covered Individuals. Hours in the call center may vary with notice; standard hours are 8:00-5:00 EST Monday through Friday; Medical Mutual reserves the right to change the hours of operation without prior notice. Additional customer service offerings, including dedicated customer service line, designated customer service team, and customized interactive voice response systems, shall be provided only as the parties mutually agree, and Medical Mutual reserves the right to charge additional fees for such services in accordance with its then-current policies.

2.7 Online Services. Medical Mutual will provide access to a secure password-protected website for use as a financial administration portal to access funds in a Plan that includes the content, features, and functionality determined by Medical Mutual, in its sole discretion. (the "Web Site"). Online services will be available 24 hours a day, 7 days a week except during periods of maintenance and as otherwise set forth herein. Medical Mutual has sole discretion to authorize its vendor to make, reasonable adjustments and improvements to the Web Site at any time with reasonable prior notice. Employer and Covered Individuals are solely responsible for maintaining the hardware and/or software necessary to access the Web Site, and to preserve and maintain the confidentiality of their identification number(s) and password(s), including by adopting and enforcing any necessary controls. Medical Mutual may regard as accurate and authorize each data transaction made through the use of such identification number(s) and/or password(s). Medical Mutual reserves the right to modify, withdraw, or terminate access to the Web Site with reasonable prior notice. Employer may obtain reports summarizing Consumer Account activities from the previous month via the website. The reports will include only the aggregate claims payment from each of the applicable Consumer Accounts and, except as mutually agreed upon and subject to the Business Associate Agreement entered into between Medical Mutual and the Employer, the reports will not contain any data that identifies Covered Individuals. Employer is responsible for reviewing the reports and notifying Medical Mutual of any discrepancies of which it is aware in accordance with the timing and methods provided in the Agreement.

2.8 Recordkeeping. Medical Mutual will maintain the usual and customary books, records, and documents relating to the Plans, for at least the lesser of the term of this Agreement or 3 years following the date the record was created or received.

2.9 Non-Discretionary Duties; Additional Services. The services performed by Medical Mutual under this Agreement are ministerial in nature and generally performed in accordance with the terms of the Plans and Medical

Mutual's standard operating procedures. Medical Mutual and Employer may agree to additional services by amending this Agreement.

2.10 Subcontracting. Medical Mutual has contracted with Alegeus Technologies, LLC ("Alegeus") for Alegeus to provide certain functions under this contract. Medical Mutual will be responsible for ensuring all obligations subcontracted to Alegeus are performed in accordance with the terms of this contract.

ARTICLE III. FINANCIAL TERMS

3.1 Funding of Covered Benefits.

- (a) Employer shall make sufficient funds available from its general assets to fund the Plans and pay all Covered Benefits in accordance with the terms of the Plans and in accordance with the applicable Claims Funding Method.
- (b) **Claims Funding Method.** Unless otherwise agreed to in writing by Medical Mutual and the Employer, the claims funding method for Consumer Accounts is an EFT debit method under which Medical Mutual or Medical Mutual's designee will automatically withdraw funds from the Employer's bank account.

3.2 Payment of Service Charges.

- (a) The Employer agrees to pay Medical Mutual the fees set forth in each Addenda for the services described in this Agreement ("Service Charges"). Service Charges shall be assessed for any month during which services are performed, and all Service Charges are due by the 1st business day of the service unless such Service Charges are included in the Employer's medical premium or medical administrative fees or as otherwise set forth in the applicable Addenda. In the event such Service Charges are included in the medical premium or medical administrative fees, the Employer must pay all premium or administrative fees in accordance with the payment terms in the medical insurance contract if fully insured or in the administrative services agreement if self-funded.
- (b) Interest may be imposed on overdue fees. In addition, Medical Mutual shall have the right, but not the obligation, in its sole discretion to immediately take one or more of the following actions without any further notice to Employer in the event of untimely payments for fees provided in the applicable Addenda or fees included in the Employer's medical premium or administrative fees: (i) stop processing Covered Benefits incurred on or after that date; or (ii) terminate the Agreement in accordance with the provisions of Article VI. The Employer agrees to bear full responsibility for any reasonable charges incurred in the collection of unpaid invoices owed to Medical Mutual.
- (c) Medical Mutual may, in its discretion, accept on Employer's behalf all or part of the applicable Service Charge from a third party upon written instruction from the Employer; but Employer will remain liable for all such Service Charges.
- (d) In the event circumstances require Employer to request that Medical Mutual provide additional or extraordinary services, including, but not limited to, the production of special (non-standard) claims and utilization reports, design and printing of special (non-standard) forms, correcting prior service provider errors, data clean-up, multiple iterations of testing, or error corrections caused by the Employer or third parties under this Agreement, Medical Mutual will inform the Employer of any fees associated with such extraordinary services. Medical Mutual will be reimbursed for fees incurred on behalf of the Employer (e.g., overdraft fees from financial institutions, etc.) Medical Mutual will provide advance written notice to the Employer before providing such additional or extraordinary services, whereupon the Employer may approve or decline such services.

3.3 Modification of Financial Terms. The financial terms of this Agreement may be changed by Medical Mutual on each renewal date, with prior written notice. In addition, Medical Mutual may change the financial terms of this Agreement at any time during the term of the Agreement if there is a change in applicable law enacted after the Effective Date that would change the way that Medical Mutual must provide services and force it to incur unforeseen expenses. The changes shall be communicated to the Employer in writing, and shall be effective as of the date set forth in the communication to the Employer or, if no date is explicitly provided, the effective date of the change.

3.4 Bankruptcy and Right of Set-Off. If at any time Medical Mutual determines that the Employer is insolvent, bankrupt or otherwise subject to liquidation and is unable to meet its funding obligations under this Agreement, Medical Mutual may, pursuant to applicable law, offset claim amounts paid by Medical Mutual but not yet funded by the Employer against any forfeited or unallocated amounts available.

ARTICLE IV. EMPLOYER RESPONSIBILITIES

4.1 Retain Sole Responsibility for the Plans and Legal Compliance. Employer has sole responsibility for establishment and operation of the Plans. Employer shall have sole discretionary authority and responsibility for construing and interpreting the provisions of the Plans and deciding all questions of fact arising under the Plans, including but not limited to establishing standards governing the eligibility of individuals to participate in the Plans, determining whether an individual is eligible to participate in the Plans, and resolving all disputes relating to eligibility. Employer will not represent to Covered Individuals or to any third party that Medical Mutual is the “Plan Administrator” and the “Named Fiduciary” as those terms are defined by ERISA Section 3(16) (whether or not ERISA applies). It is Employer’s sole responsibility and duty to ensure compliance with all applicable laws and regulations, including but not limited to ERISA, COBRA, HIPAA, Sections 105, 106, 125, and 223 of the Code, and PPACA. Employer acknowledges that Medical Mutual is not an accounting or law firm and no services provided in accordance with this Agreement will be construed as tax or legal advice as a result of providing such services. Medical Mutual’s provision of services under this Agreement does not relieve the Employer of its obligation to ensure compliance with applicable laws. It is Employer’s responsibility to pay any fee or penalty arising from the Plans that is assessed by the Internal Revenue Service, the Department of Labor, and/or other federal or state governmental agencies.

4.2 Fund Covered Benefits and Pay Service Charges. Employer shall fund Covered Benefits, and pay Service Charges, in accordance with Article III of this Agreement. If the Employer’s broker has contracted with the Employer to pay certain fees and decides, for any reason at any time, not to continue to pay said fees, Employer is responsible for said fees.

- (a) Notwithstanding any provision herein to the contrary, Employer and Medical Mutual intend and agree that any funds submitted by Employer to Medical Mutual, to the extent funds received exceed Claim Reimbursement Liability: (i) are and shall remain the general assets of Employer; (ii) are not “Plan assets” within the meaning of ERISA (without regard to whether ERISA applies); and (iii) shall remain subject to the claims of Employer’s creditors at all times.
- (b) Employer acknowledges that the Consumer Account(s) are not established as a trust as defined under Ohio state law. Employer further represents and agrees that neither it nor any of its employees, directors, representatives, fiduciaries, Plans (or any entity performing services for Employer or such Plans), any of its predecessors, successors or assigns have represented or will represent to any Covered Individual that a separate account, fund, or trust is being held on behalf of the Plans that may be used to provide or secure benefits under the Plans. Employer shall advise the Covered Individuals, beneficiaries, and any interested parties that Covered Benefits shall at all times be paid out of the general assets of Employer.
- (c) Employer acknowledges that Medical Mutual does not assume any responsibility for the adequacy of its funding, or any act or omission or breach of duty by Employer, nor is Medical Mutual in any way to be deemed an insurer, underwriter, or guarantor with respect to any benefits payable. Medical Mutual

generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by Employer.

- (d) In compliance with the provisions of Employer's plan document and applicable state or Federal law, any amounts remaining unpaid and unused at the end of any (defined below) "Run-Out Period" as applicable or appeals period in which claim is incurred will be forfeited and returned to the Employer minus any necessary fees and expenses that are owed to Medical Mutual.

4.3 Provide Information to Medical Mutual. Employer will furnish all information determined by Medical Mutual to be necessary for Medical Mutual to provide services under this Agreement. Such information will be provided to Medical Mutual in the time and in the manner agreed to by Employer and Medical Mutual. Medical Mutual shall assume that all such information provided to Medical Mutual by Employer, Authorized Persons, or any designee of Employer (e.g. a broker or another service provider) is complete and accurate, and Medical Mutual is under no duty to question or verify the completeness or accuracy of such information. Employer understands that Medical Mutual cannot accurately perform its duties under this Agreement without accurate and timely information, and therefore Medical Mutual shall have no liability to Employer or any Covered Individual as a consequence of inaccurate and/or untimely information provided to Medical Mutual by Employer, a Covered Individual, or any third party on Employer's behalf. Employer understands that an additional fee may be required if Medical Mutual is required to take corrective action as a result of such inaccurate or untimely information. Medical Mutual shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If Medical Mutual makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, Medical Mutual shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, Medical Mutual will not be liable for such payment, unless Medical Mutual would otherwise be liable under another provision of this Agreement.

4.4 Designate Authorized Persons to Act. Employer shall provide Medical Mutual with the names of any Authorized Persons. On behalf of Employer and Plans, Authorized Persons may: give instructions and directions; receive notices; provide documents, materials, and other information; and make determinations. In performing the services, Medical Mutual shall be entitled to rely upon instructions, directions, documents, materials, and information provided by Authorized Persons, whether the instructions, directions, documents, materials, and information are conveyed in writing, by telephone, by facsimile, by electronic communication, or by any other means. Unless Medical Mutual is notified in writing to the contrary, any person reasonably believed by Medical Mutual to have the authority to act on behalf of Employer and the Plans, including but not limited to the individuals executing this Agreement, shall be deemed to be an Authorized Person.

4.5 Reviewing and Correcting Information. Employer shall review and reconcile reports made available from Medical Mutual, and shall notify Medical Mutual of any discrepancies promptly but in no event more than one (1) month after the report or record is made available. Medical Mutual shall have no responsibility or liability for any discrepancy not disclosed within the one-month window.

4.6 Reporting. Employer assumes all responsibility for tax reporting relating to the payment to or reimbursement of any benefit for a Covered Individual, and for operation of the Plans, including but not limited to income withholding, employer-based reporting, and filing of Form 5500, to the extent required. The HSA Bank Custodian will provide annual contribution and distribution tax reports to assist the Employer in completing its tax reporting.

ARTICLE V. RELATIONSHIP OF THE PARTIES

5.1 Independent Contractors. Medical Mutual is an independent contractor to Employer and will not be deemed partner, agent, engaged in a joint venture, or governed by any other legal relationship. To avoid creating confusion regarding the respective duties and obligations of Medical Mutual and the Employer with respect to the Plans, Employer agrees not to use Medical Mutual's name, logo, or information in any release or printed form without Medical Mutual's prior written approval.

5.2 Business Associates. Medical Mutual is a Business Associate of the Plans as such term is used in HIPAA. Accordingly, Employer (individually and on behalf of the Plans) and Medical Mutual agree that the Business Associate Agreement entered into between Medical Mutual and Employer, shall govern Medical Mutual's obligations regarding the use and disclosure of personally-identifiable health information (within the meaning of HIPAA) when performing any functions under the Agreement.

5.3 Plans are Self-Funded. The Plans are self-funded; benefits are funded entirely by Employer and/or Employee and shall be paid as provided in Article III of this Agreement. Medical Mutual provides only administrative services under the Agreement, and do not assume any financial risk or obligations with respect to Covered Benefits provided under, and/or expenses incurred related to, the Plans and Consumer Accounts. Employer shall disclose the self-funded nature of the Plans, and the parties' relative financial responsibilities, in all communications distributed to Covered Individuals and third parties.

ARTICLE VI. TERM AND TERMINATION

6.1 Effective Date. The effective date of this Agreement is listed on the cover page of this Agreement. An Appendix or Addendum may have a later effective date than this Agreement, which shall be indicated in the applicable Appendix or Addendum.

6.2 Term. This Agreement shall be effective from and after the Effective Date for an initial term of one (1) year. This Agreement shall be automatically renewed for consecutive 1-year terms thereafter, unless (a) either Party notifies the other of its intent not to renew not later than 30 days prior to the expiration of the then-current term or (b) the Agreement is terminated as provided in Section 6.3. Any such renewal shall be on all of the same terms and conditions, unless otherwise amended or modified in writing and signed by the Parties hereto; provided, however, that for each extension, the financial terms hereunder shall automatically change at the beginning of each subsequent period, as described in Article III of this Agreement.

6.3 Termination. Either Party may terminate the Agreement for Breach upon 60 days' prior written notice to the other Party; provided, however, that the notice shall identify the specific Breach(es); and provided, further, that the other party shall have the right to cure any alleged Breach within 30 days following receipt of such notice. In addition, this Agreement may be terminated immediately upon the occurrence of any of the following: (a) either Party terminates, liquidates, or dissolves its business or disposes of a substantial portion of its assets; (b) any finding or admission that either Party is insolvent, or making of a filing under state or federal bankruptcy or similar laws; (c) termination of all the Plans, or of the Medical Mutual Plans; (d) the effective date of any law, regulation, or guidance enacted after the Effective Date that would prohibit, or is interpreted by Medical Mutual to prohibit, the continuance of the Agreement on the terms and conditions provided herein; or (e) if after reasonable review Medical Mutual determines that the Employer is not providing sufficient funding to allow the transfer of required amounts into the Funding Account, Medical Mutual reserves the right to suspend or terminate all services to the Employer under the provisions of the Agreement. Medical Mutual reserves the right to terminate this Agreement effective the date the group terminates their medical coverage with Medical Mutual. Furthermore, Medical Mutual may terminate this Agreement immediately if it is discovered the Employer has engaged in fraud or made any material misrepresentation of facts.

6.4 Partial Termination. Medical Mutual may add or terminate any Appendix or Addenda attached hereto by providing thirty (30) day written notice to Employer. Termination of one Appendix or Addendum will not terminate the entire Agreement or the other Appendices or Addenda except as specifically set forth in the written notice. In addition, at the option of the Employer, a Participating Employer may be individually terminated from the Agreement upon 90 days' prior written notice to Medical Mutual. If the termination of the Participating Employer causes a material change, Medical Mutual may, in its sole discretion, amend the financial terms as of the date of termination of the Participating Employer.

6.5 Effect of Termination. Upon termination of the Agreement for whatever reason, all of the services provided under the Agreement shall be terminated. In the event this Agreement is terminated, all requests for reimbursement submitted to Medical Mutual after the effective date of termination will be returned to the Employer,

or at the Employer's request, submitted to another third party administrator, and Medical Mutual will have no further responsibility with respect to such claims submitted after the effective date of termination; provided, however, upon mutual agreement, Medical Mutual will oversee a run-out period of not more than 6 months during which Medical Mutual will continue to process Covered Benefits in accordance with the terms of this Agreement for an additional fee. Except as expressly provided under this Agreement, termination of the Agreement shall constitute a full and final discharge of all obligations of Medical Mutual under the Agreement.

ARTICLE VII. GENERAL PROVISIONS

7.1 Entire Agreement; Severability; Headings. Each Appendix or Addendum attached hereto is incorporated by reference and made a part of this Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to, and supersedes all prior oral or written agreements and understandings relating to, the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. If a court declares any term of this Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.2 Waiver. Failure by Employer or Medical Mutual to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent Breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless accomplished pursuant to Section 7.3.

7.3 Assignment; Amendment. Employer cannot assign its rights under this Agreement without Medical Mutual's written consent. Except as expressly indicated in this Agreement, this Agreement may be amended only in a writing signed by duly authorized individuals of each party.

7.4 Confidentiality and Non-Disclosure. As a result of entering into this Agreement, Employer and Medical Mutual have and will continue to reveal and disclose information that is proprietary and/or confidential. Each party will: (a) keep such proprietary and/or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure); provided, however, that Medical Mutual may: (i) disclose any information as required by applicable law; (ii) identify Employer as a client in any marketing material; or (iii) communicate such information to an Authorized Person, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted. The terms and conditions of this Section shall survive the termination of this Agreement.

7.5 Disclosure of Individually Identifiable Health Information. Both parties agree to the additional limitations and conditions set forth in the applicable Business Associate Agreement with respect to Covered Individuals' protected health information, as such term is defined in HIPAA, created or received by Medical Mutual while performing services under this Agreement. If there is a conflict between this Agreement and the Business Associate Agreement, the Business Associate Agreement will control, but only with respect to the subject matter of the HIPAA Agreement.

7.6 Notices and Communications. All notices between Employer and Medical Mutual provided for herein shall be sent by any of the following to the address set forth on page 2 of this Agreement: confirmed facsimile; first class United States mail, postage prepaid; email addressed to the other party at their respective addresses; or guaranteed overnight mail, with tracing capability. All notices shall be deemed provided when sent except as otherwise set forth in this Agreement.

7.7 Interpretations. The parties hereto acknowledge and agree that the terms and provisions of this Agreement will be construed fairly as to all parties and not in favor of or against a party, regardless of which party was responsible for the preparation of this Agreement.

7.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio to the extent not otherwise preempted by Federal law.

7.9 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Employer, Medical Mutual and their respective successors or assigns, any rights, remedies or obligations whatsoever.

7.10 Limitation of Liability; Indemnification.

(a) Medical Mutual may rely upon and act upon any writing from any person authorized by the Employer to give instructions concerning the program and may conclusively rely upon and be protected in acting upon any written order from the Employer or upon any other notice, request, consent, certificate, or other instructions or paper reasonably believed by it to have been executed by a duly Authorized Person, so long as it acts in good faith in taking or omitting to take any such action. Medical Mutual need not inquire as to the basis in fact of any statement in writing received from the Employer or any other party authorized by the Employer to act with respect to the program. Medical Mutual shall be entitled to rely upon the information provided by the Employer in performance of its duties hereunder.

Medical Mutual shall indemnify and hold the Employer and its successors, parents, subsidiaries and affiliates and all of their respective officers, directors, employees, agents, successors and permitted assigns (the "Employer Parties") harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the Employer Parties at any time to the extent such liability, loss or expense results from Medical Mutual's gross negligence, Breach of the terms hereof, or willful misconduct under this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter.

Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, it shall notify the other party as soon as practicable, and both parties shall reasonably cooperate in the resolution of such matter.

Neither party shall be liable to the other for any indirect, incidental, consequential, special delay, or punitive damages whatsoever.

(b) Errors. In the event an error occurs, in whole or in part, due to the errors or omissions by Medical Mutual, including any third party engaged by Medical Mutual, Medical Mutual shall cooperate with Employer and such third party (if applicable) to cause the correction of the errors or omissions as soon as practicable and in a commercially reasonable manner consistent with IRS, DOL and other agency guidelines were applicable. To the extent Medical Mutual is not solely responsible for an error or omission, Medical Mutual reserves the right to charge Employer for reasonable time and expenses associated with correcting such error.

So long as any errors or omissions are corrected in accordance with the above provision and such correction is authorized by the Employer, it shall be the exclusive remedy of the Employer and employees regarding such errors or omissions with respect to this agreement. Medical Mutual shall not be liable to any person or entity for indirect losses and/or damages of any kind as a result of the error or omission.

7.11 Survival of Terms. The obligations of the Parties which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement shall survive termination, cancellation, or expiration of the Agreement, including, but not limited to, the provisions regarding confidential information, compliance with laws, and post-termination obligations.

7.12 Disputes. The Parties agree that, before initiating any litigation concerning the Agreement, they will attempt in good faith to resolve their dispute. In any litigation concerning the Agreement or their respective obligations under the Agreement, the Parties agree that the forum shall be a state or federal court of competent jurisdiction in Ohio, and the Parties waive any right to a jury trial and any right to maintain claims arising out of the Agreement as a class action.

ADDENDUM I
Service Charges

Type of Consumer Account	Pricing for Groups	
	<u>Self-Funded</u>	<u>Fully Insured</u>
HSA	Included in Administrative Fee	Included in premium
HRA	Included in Administrative Fee	Included in premium

FSA	PPPM: \$5.55*
-----	------------------

* The Service Charge fee is calculated by the total number of employees who elected benefits under this Agreement, multiplied by the PPPM. In the event the Service Charge total falls below \$100.00 per month, the group shall be charged a minimum monthly fee of \$100.00 instead of the calculated total. Additionally, Medical Mutual may adjust the Service Charges at any time by providing advance written notice of the change to Employer. Payment of the new Service Charges by Employer shall be deemed an acceptance and agreement to the new Service Charge.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5622

Resolution No. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A RENEWAL OF SITE LEASE AGREEMENT WITH VASU
COMMUNICATIONS, INC.; AND DECLARING AN EMERGENCY**

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

SECTION 1. The Mayor is authorized to enter into a Renewal of Site Lease Agreement with Vasu Communications, Inc., a copy of said Agreement being attached hereto and expressly made a part hereof by reference, and marked Exhibit "A".

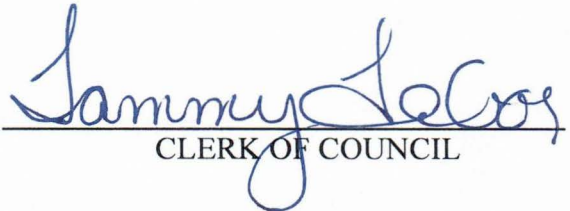
SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to renew the lease, therefore, said Resolution shall be in full force and effect immediately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

PASSED: _____ December 3, 2024

APPROVED: _____ December 3, 2024

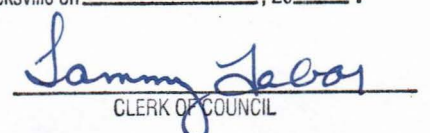


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5622 duly passed by the Council of the City of Brecksville, Ohio, on 12-3, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-6, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"

RENEWAL OF SITE LEASE AGREEMENT

This Renewal of Site Lease Agreement is entered into this 3 day of December, 2024 ("Effective Date") between the City of Brecksville, an Ohio Corporation ("Brecksville") and Vasu Communications, Inc., an Ohio Corporation ("Contractor").

1. The original Site Lease Agreement is attached as Exhibit "A".
2. Sections 1. 2. 3. and 4. of said Site Lease Agreement have been completed.
3. Sections 5.-7. and 9.-20. of the Site Lease Agreement shall continue in effect for the initial term and any renewals of this Renewal of Site Lease Agreement.
4. The initial term of this Renewal of Site Lease Agreement shall be a period of five (5) years commencing on the Effective Date of this Renewal of Site Lease Agreement and terminating at midnight on the last day of the month in which the 5th anniversary of the Effective Date occurs. This Renewal of Site Lease Agreement shall automatically renew on the same terms, except as provided herein, for three (3) successive additional terms of five (5) years each, unless Contractor gives Brecksville written notice at least six (6) months prior to the expiration of the initial term or any additional terms stating Contractor will terminate the Lease at the end of the initial term or additional term then in effect.

Signature Page Follows

WITNESSES:

Sammy De los

THE CITY OF BRECKSVILLE:

BY: _____

Daryl J. Kingston, Mayor

Approved as to Form:

David J. Matty, Law Director
Law Director

WITNESSES:

VASU COMMUNICATIONS, INC.:

BY: _____

Donna M. Vasu, President

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5623

**A RESOLUTION ACCEPTING A RIGHT-OF-ENTRY AND
EASEMENT AGREEMENT FOR THE PROPOSED STORM
SEWER IMPROVEMENTS ON THE MARATHON PROPERTY;
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Brecksville must accept a Right-of-Entry and Easement Agreement for the purpose of installing two catch basins for water collection and convey it to the Brecksville Road storm sewer.

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 Right-of-Entry and Easement Agreement for the proposed storm sewer improvements on the Marathon property, a copy of which Right-of-Entry and Easement 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 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.

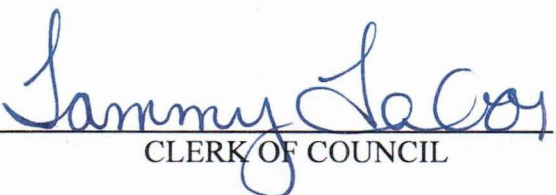
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement to complete the Project, therefore, said Resolution shall be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

APPROVED: December 3, 2024

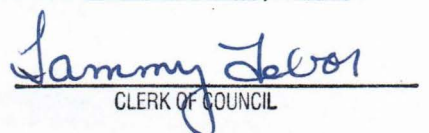


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5623 duly passed by the Council of the City of Brecksville, Ohio, on 12-3, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-6, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"

RIGHT-OF-ENTRY AND EASEMENT AGREEMENT

This Right-Of-Entry and Easement Agreement ("**Agreement**") is entered into as of the ___ day of November, 2024 ("**Effective Date**") by and between MPLX TERMINALS LLC, a Delaware limited liability company, having an address of c/o Real Estate Department, 539 S. Main St., Findlay, OH 45840 ("**Grantor**") and the CITY OF BRECKSVILLE, having an address of 9069 Brecksville Rd., Brecksville, OH 44141 ("**Grantee**"). As used herein, "**Party**" means Grantor or Grantee and "**Parties**" means both of them. Grantor owns certain land in Cuyahoga County, described as follows:

Address: 10401 Brecksville Rd., Brecksville, OH 44141
Parcel #: 605-21-013

and as further described and depicted on **Exhibit A** (the "**Property**"). Grantee desires to obtain an easement, servitude, privilege and right-of-way over a portion of the Property indicated in **Exhibit B** for the purpose of installing two catch basins for water collection off Grantor's property and convey it to the Brecksville Road storm sewer. The Project drawing is depicted in **Exhibit C**.

In consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree to the terms of this Agreement.

1. GRANT. Grantor grants, sell, conveys, and warrants to Grantee a non-exclusive easement to install, construct, use, operate, inspect, maintain, repair, replace, and alter two catch basins for water collection off Grantor's property and convey it to the Brecksville Road storm sewer at Grantee's sole cost and expense (the "**Easement**").

2. PURPOSE. Grantee's Easement includes the rights, from time to time, to (a) inspect, maintain, repair, replace, and alter two catch basins, piping, and related improvements (the "**Facilities**"); (b) access the Facilities, (c) use a reasonable working area to facilitate Grantee's work on the Facilities; and (d) comply with any present or future legal obligation or request from a local, state, tribal or federal government agency with jurisdiction over Grantee, its Facilities, or its activities on the Property.

3. RESTRICTIONS. Grantee represents that: (i) the Facilities do not interfere with Grantor's present or future operations on the Property and (ii) Grantee's use of the Facilities and activities on the Property are in compliance with all applicable Federal, State, and local laws, regulations and ordinances and with Grantor's operational rules and policies in effect at that time (copies of which will be made available to Grantee upon request). Further, in no event shall Grantee conduct any invasive environmental assessments, tests, samples or borings on the Property, or otherwise use or access the Property except as expressly permitted herein, without Grantor's prior written consent, which can be denied or conditioned in Grantor's sole and absolute discretion. Except where specifically limited herein, Grantor retains the right to use the Property for any purpose.

It is understood and agreed, that Grantor's driveway and its ability to access, ingress, and egress to and from Brecksville Rd. shall not be impaired or obstructed by this Easement. It is further agreed that the ability of Grantor's customers, contractors, vendors, suppliers, visitors, invitees, and licensees to access, ingress, and egress Grantor's property from Brecksville Rd. shall not be impaired or obstructed.

4. COMPENSATION FOR DAMAGES. Grantor is entitled to actual damages caused by Grantee's installation of the Facilities. Upon completion of construction, Grantee shall restore the Property to a like condition as before use.

5. WARRANTY. EXCEPT AS MAY BE SPECIFICALLY STATED IN THIS AGREEMENT GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING: (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON; (ii) THE COMPLIANCE OF THE PROPERTY OR OWNERSHIP OR THE OPERATION OF THE EASEMENTS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY; AND (iii) ANY ENVIRONMENTAL CONDITIONS WHICH MAY EXIST ON THE PROPERTY. THE CONVEYANCE IS MADE ON AN "AS IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION,

Form Revised: 10/26/2021

EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, HABITABILITY, TENANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. RELEASE. To the maximum extent permissible by law, Grantee agrees to release and hold harmless the Grantor, its affiliates and their employees, contractors and agents from any liability or Claim arising out of Grantee's operations under this agreement or arising out of Grantee's access to or use of Grantor's property. This duty to release and hold harmless applies to Grantee, its employees, officials, contractors, agents, assigns, and/or licensees, as well as to utility companies and all others deemed necessary by Grantee to enter the property for the purposes set forth herein. "Claim" includes without limit any claim, liability, loss, damage, cost or expense and includes without limit such for personal injury or death, property damage, environmental damage, remediation, and business loss, except to the extent such Claim(s) are caused by the negligent or intentional acts or omissions of the Grantor or its employees, agents, or contractors.

7. TERM. The Easement is granted in perpetuity as of the Effective Date. Termination is effective only upon the filing and acceptance of a proper recordable instrument evidencing such termination. Notwithstanding the foregoing, Grantor and Grantee acknowledge that certain jurisdictions limit the duration of contractual agreements, or might take action to enact such limitations after the Effective Date, and that such limitations might apply to this Agreement. Grantor and Grantee intend for this Agreement to extend for the maximum length allowed by law, including as such laws may be amended from time to time.

8. TERMINATION. The Easement shall terminate upon: (a) removal of the Facilities, (b) failure to structurally maintain the Facilities, (c) subsequent mutual consent, or (d) failure of Grantee to complete installation within one (1) year from the effective date of this Agreement. Should the Easement be terminated in any manner, Grantee shall, at Grantee's sole cost, completely restore the property as nearly as practicable to the condition existing before the construction of the Facilities and, at Grantor's option, (i) remove to the extent practicable any improvements or facilities located on the Easement or (ii) convey all real and personal property on the Easement to Grantor.

9. COOPERATION. Grantor must promptly cooperate with Grantee in obtaining in any permits, licenses, permissions, or similar authorizations necessary for Grantee to construct and

Form Revised: 10/26/2021

maintain the Facilities. Grantor will join Grantee's application for any such authorizations if Grantor's signature is required; *provided, however*, that Grantee will be responsible for all costs associated with this provision.

10. INSURANCE. The Grantee and/or its contractors shall maintain Commercial General Liability on an occurrence form with a combined single limit of \$2,000,000 each occurrence; and for project specific, an annual aggregate of \$2,000,000, such coverage to include products/completed operations liability, premises/operations, independent contractors, broad form bodily injury and property damage, personal and advertising injury, in rem (if applicable), explosion, blanket contractual liability covering the obligations assumed by the Grantee herein and sudden and accidental pollution liability with respect to the Grantee and all Grantee related parties. Grantee and/or its contractors shall maintain Workers' Compensation insurance complying with the laws of the state or states having jurisdiction over each employee and Employer's Liability insurance with limits of \$2,000,000 per accident for bodily injury or disease. Grantee and/or its contractors shall maintain Auto Liability insurance covering owned, non-owned, and hired vehicles with a limit of \$2,000,000 per occurrence or as required by law, whichever is higher.

11. EFFECT OF AGREEMENT. This Agreement will bind and benefit each Party's heirs, legal representatives, successors and assigns. Subject to written consent from Grantor, the easement rights granted hereunder are divisible and assignable in whole or in part. The terms of this Agreement are independent of and, unless otherwise expressly stated, will survive the execution of any further documents or agreements between the Parties. If any provision of this Agreement is deemed void, invalid, or unenforceable by any court or tribunal of competent jurisdiction, such provisions will be stricken from this Agreement without effect on the remaining provisions of the Agreement as a whole. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof or preclude the exercise of any other right, power, or privilege hereunder. Any individual signing this Agreement in a representative capacity warrants full authority and power from the purported principal to fully bind the principal to all terms and conditions contained herein. This Agreement is not effective unless and until executed by all Parties and until this agreement is approved by Grantee's City Council.

12. INTERPRETATION. Unless the context as used in this Agreement clearly indicates otherwise: (a) words in the singular include the plural and words used in the plural include the singular; (b) references to any Party include such Party's successors and assigns; (c) the words "include", "includes" and "including" will be deemed to be followed by the words "without limitation"; (d) any addendum, exhibit or schedule attached is deemed to be incorporated by reference into the Agreement; and (e) reference to any law will be deemed to also refer to all rules and regulations promulgated thereunder.

13. NOTICES. All notices required or permitted under this Agreement must be in writing and delivered by mail (postage prepaid), nationally recognized overnight courier service, or by hand delivery to the address of the receiving Party set forth in the introductory paragraph of this Agreement. Notices sent by email are ineffective.

14. PUBLIC ANNOUNCEMENTS. Except for the recording of this instrument with the applicable recorder of deeds or at the direction or request of a governmental authority, neither Party will issue or make any public announcement or statement concerning the Property or the Agreement without obtaining the other Party's prior written consent.

15. THIRD PARTY RIGHTS. No person who is not a Party to this Agreement has any rights under this Agreement or may enforce any provision of this Agreement.

16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts. Upon execution of this Agreement or a counterpart hereto by all Parties, the various signature pages will be combined into one composite instrument for all purposes. All counterparts together will constitute only one Agreement, but each counterpart will be considered an original.

17. GOVERNING LAW. This Agreement is governed, construed, and enforced under the laws of the State of Ohio without regard to its conflicts of law provisions.

[SIGNATURES APPEAR ON THE NEXT PAGE]

The Parties have executed this Agreement as evidenced by the following signatures of authorized representatives of the Parties:

GRANTOR:

Signature: _____

Name: _____

State of _____)

) ss

County of _____)

The foregoing instrument was acknowledged before me this _____, 20____
by _____.

Signature: _____

Name: _____

My commission expires: _____

GRANTEE:

Signature: 

Name: _____

State of Ohio)

County of Cuyahoga) ss

The foregoing instrument was acknowledged before me this December 3, 2024
by Daryl Kingston


Signature: 

Name: _____



My commission expires: TAMMY TABOR
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
8.9.2028

APPROVED AS TO FORM ONLY


David J. Matty, Law Director Law Director
Date: 12/3/2024

[Handwritten scribbles]

Ohio
Cuyahoga

December 3 24

David Kingston

[Handwritten signature]

TAMMY TABOR
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
8-2-2028



[Handwritten signature]
12/3/24

EXHIBIT A

Parcel 3:

Situated in the City of Brecksville, County of Cuyahoga, State of Ohio and known as being part of original Brecksville Township, Lot No. 68 and is further bounded and described as follows:

Beginning in the centerline of Brecksville Road as originally established (66 feet wide), said centerline being also the Westerly line of said Original Lot No. 68, at a point distant North 0° 43' 08" East, 300.00 feet measured along said centerline from the Southwesterly corner of said original Lot No. 68, said point also being the place of beginning of the following described parcel of land;

Course 1 Thence North 0° 43' 08" East, continuing along said centerline, 361.10 feet to a point;

Course 2 Thence South 89° 09' 51" East, passing through a 3/4" iron pipe set in the East line of said Brecksville Road, 927.13 feet to a 3/4" Iron pipe set;

Course 3 Thence North 0° 23' 13" East, 74.19 feet to a 3/4" iron pipe set in the Southwesterly corner of land conveyed to WTAM, Inc. by deed dated February 03, 1938, and recorded in Volume 4817, Page 605 of Cuyahoga County Records;

Course 4 Thence South 89° 34' 11" East, along the South line of said land so conveyed to WTAM, Inc., 804.25 feet to the Southeasterly corner thereof;

Course 5 Thence North 0° 23' 13" East, along the East line of land so conveyed to WTAM, Inc. 215.00 feet to a 1/2" iron pipe found in the South line of land conveyed to Robert Mackey by deed dated August 13, 1866, and recorded in Volume 147, Page 12 of Cuyahoga County Records;

Course 6 Thence South 89° 34' 11" East along the South line of land so conveyed to Robert Mackey, 150.60 feet to the Northwesterly corner of land conveyed to Robert Mackey by deed dated May 01, 1891, and recorded in Volume 499, Page 143 of Cuyahoga County Records;

Course 7 Thence South 0° 45' 30" West, along the West line of land so conveyed to Robert Mackey as last aforesaid, 631.07 feet to a 3/4" iron pipe set;

Course 8 Thence North 89° 57' 20" West, parallel with the South line of said Original Lot No. 68, and passing through a 3/4" iron pipe set in the East line of said Brecksville Road, 1879.98 feet to the place of beginning and containing 17.4611 acres of land according to a survey made by Neff and Associates, Inc., in January of 1979.

Tax Parcel No. 605-21-013



EXHIBIT B

Storm Sewer Easement
MPLX TERMINALS LLC,
a Delaware limited liability company
P.P.N. 605-21-013
DGB 3810-735

November, 2024

LEGAL DESCRIPTION

Situated in the City of Brecksville, County of Cuyahoga, and State of Ohio, and being part of the Original Brecksville Township Lot No. 68, bounded and described as follows:

Beginning at a point in the easterly line of Brecksville Road, 100 feet wide, at the northwest corner of land conveyed to MPLX Terminals, LLC by deed dated June 13, 2016 and recorded in A.F.N. 201606130332 of Cuyahoga County Map Records;

Thence South 0 degrees 12 minutes 33 seconds East along the easterly line of Brecksville Road, 100 feet wide, 113.00 feet to a point, and the principal place of beginning of the easement herein described;

Thence North 89 degrees 47 minutes 27 seconds East, 10.00 feet to a point,

Thence South 0 degrees 12 minutes 33 seconds East, 66.00 feet to a point,

Thence South 89 degrees 47 minutes 27 seconds East, 10.00 feet to a point in the easterly line of Brecksville Road, 100 feet wide;

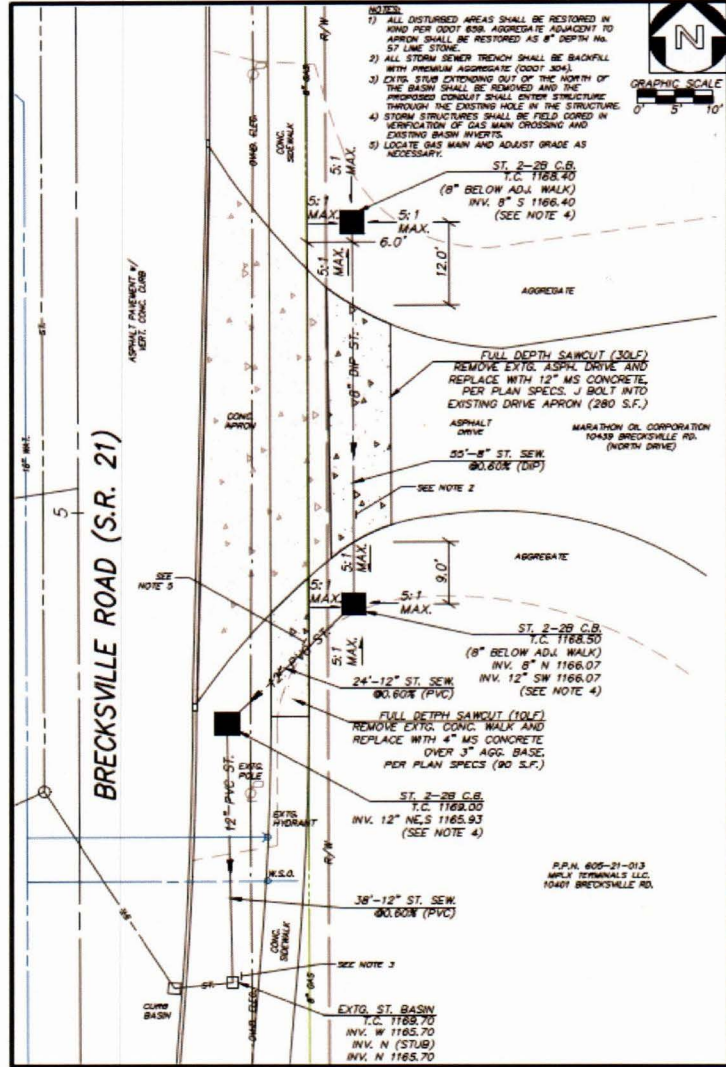
Thence northwesterly along the east line of Brecksville Road, 100 feet wide, North 0 degrees 12 minutes 33 seconds West, 66 feet; to a point and the place of beginning as described by Donald G. Bohning & Associates, Inc. in November 2024;

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

EXHIBIT B



EXHIBIT C



RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5624

**A RESOLUTION ACCEPTING THE PROPOSAL
OF CHARLES P. BRAMAN & CO, INC. FOR
VALUE ANALYSIS AND APPRAISAL REPORTS;
AND DECLARING AN EMERGENCY**

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

SECTION 1. The proposal of Charles P. Braman & Co., Inc. for Value Analysis and Appraisal Reports in an amount not to exceed four thousand, nine hundred fifty dollars (\$4,950.00) as set forth in their proposal dated November 22, 2024, a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

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


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

PASSED: December 3, 2024

APPROVED: December 3, 2024




MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5624 duly passed by the Council of the City of Brecksville, Ohio, on 12.3, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12.6, 2024.



CLERK OF COUNCIL

C. P. Braman & Co., Inc.
Real Estate Appraisals & Consulting
1023 Kenilworth Avenue
Cleveland, Ohio 44113
(216) 225-9383
EBraman@cpbco.com

EXHIBIT "A"

November 22, 2024

City of Brecksville
c/o Gerald Wise, City Engineer
Gwise@dbohning

IN RE: Appraisal Proposal Request
Project: Snowville Road
Parcel Number/Address:
605-18-002 / 11619 Snowville Road, Brecksville
605-25-001 / 11616 Snowville Road, Brecksville
605-25-008 / 11686 Snowville Road, Brecksville
605-28-003 / 11679 Snowville Road, Brecksville
605-28-004 / 11735 Snowville Road, Brecksville

Dear Mr. Wise:

Pursuant to your request, I am providing you with a proposal for Value Analysis and appraisal reports for temporary construction easements, on the referenced properties. The purpose of the reports would be to estimate the award due the owner for the proposed acquisition. The reports will be prepared in accordance with ODOT Policies and Procedures, Uniform Standards of Professional Appraisal Practice and with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.


I will be able to provide up to 5 Value Analysis Reports on the captioned properties for a fee of \$980 each. If a narrative before and after appraisal report on Parcel 605-25-001 is needed to determine the change in value to the residence as a result of the change in grade, the fee would be \$4,950. The fee is payable on a NET15 basis upon receipt of the reports.

I will be able to provide the reports within 30-45 days, as needed, should you wish to contract with me. Please contact me if you have any questions or need additional information.

Sincerely,



Emily L. Braman, MAI, SRA, AI-GRS
President, C. P. Braman & Co., Inc.


Accepted

12/3/24
Date

ELB/nab
Enclosure

Qualifications of Emily L. Braman, MAI, SRA, AI-GRS

Experience with the following types of Appraisal Problems:

Litigation involving zoning, eminent domain and ad valorem tax values. **Estate tax** planning, including partial interest valuation. **Partial taking and easement valuation** including aerial and aviation easements, sewer, utility, slope and channel easements, temporary construction easements, conservation and scenic preservation easements. Calculation of **damages** due to proximity issues, loss of parking, and other factors. **Impact studies** on property values for electronic billboards, correctional facilities, roadway proximity, historic façade easements, zoning issues, sewer assessment equalization and cellular towers.

Professional Designations, Membership & Affiliations:

Appraisal Institute, MAI Designation, Appraisal Institute, SRA Designation, Appraisal Institute, AI-GRS Designation
State of Ohio Certified General Real Estate Appraiser Certification No. 381955 since September 1991.
ODOT Pre-qualified for Real Estate Appraisal, Appraisal Review and Value Analysis since 1999.

Education:

Shaker Heights High School

The University of Michigan - 1987 - BGS - Concentration in Real Estate & Psychology

Appraisal Coursework: An Introduction to Appraising Real Property – 1987 SREA: Applied Residential Property Valuation – 1988, AIREA 1B-A, 1B-B Capitalization Theory and Techniques, Parts A & B – 1988, Appraisal Institute: Report Writing and Case Studies 2013, Advanced Applications and Case Studies - 2013, Advanced Market Analysis and Highest and Best Use – 2014, Capstone 2015, Review Theory- General-2017

Other Qualifications:

Qualified as an expert witness in the Ohio Board of Tax Appeals, the Cuyahoga & Portage County Boards of Revision, Cuyahoga County Court of Common Pleas, the Cuyahoga, Lake, Lorain, Medina & Summit County Probate Courts. Rule 71.1 Commissioner to the United States District Court, Northern District of Ohio, Columbia Gas Transmission LLC vs. Booth et al – 2017

Small Business/Women Owned Business Certifications:

EDGE Certified with the State of Ohio through 4/13/2025. **WBE Certified** with the State of Ohio through 4/13/2025. Certified as a Female Business Enterprise (**FBE**), a Cleveland Small Business (**CSB**) and a Local Producer Enterprise (**LPE**) by the City of Cleveland, CMHA and Greater Cleveland Regional Transit Authority. Certified as a Small Business Enterprise (**SBE**) by Cuyahoga County and the North East Ohio Regional Sewer District

Property Types Appraised:

Residential, commercial, industrial and special purpose properties including schools, hospitals, churches, railroads, municipal facilities, bike trails, power line easements, bridges, cemeteries, subdivisions, office buildings, shopping centers, manufacturing buildings, junkyards, warehouses, lakefront properties, vacant land and others.

Work Experience:

Emily Braman has been appraising properties in northeast Ohio for over 30 years. She has been sole owner of Charles P. Braman & Co., Inc. since 2001.

Volunteerism:

Appraisal Institute- National Nominating Committee 2023

Appraisal Institute – Region V Representative 2022-2024

Past President - Ohio Chapter Appraisal Institute 2022, President - Ohio Chapter Appraisal Institute 2021

First Vice President – Ohio Chapter Appraisal Institute 2020, Second Vice President – Ohio Chapter Appraisal

Institute 2019, Secretary – Ohio Chapter Appraisal Institute 2018, Board of Directors - Appraisal Institute -

Northern Ohio Chapter - 2001-2003, Candidate Liaison - Northern Ohio Chapter, Appraisal Institute - 1994, 1995

Shaker Hts. Middle School Parent Teacher Organization Co-President 2014-2015 and 2020-2021

Qualifications of Emily L. Braman, MAI, SRA, AI-GRS

Representative Clients:

Attorneys including: Benesh, Berns, Ockner & Greenberger, LLC, Brindza, McIntyre & Seed LLP, Calfee, Halter & Griswold, LLP, Coakly Lammert Co. LPA., Kadish Hinkle & Weibel, Mansour, Gavin, Gerlack & Manos, LPA, Gallagher Sharp, Franz Ward, LLP, Hahn, Loeser & Parks LLP, Kenneth J. Fisher, Co., LPA, McCarthy Lebit, Crystal & Liffman Co. LPA, Schneider, Smeltz, Spieth Bell, LLP, Singerman, Mills, Desberg & Kauntz, LPA, Taft Stettinius & Hollister LLP, Sleggs, Danzinger & Gill, LPA, Siegel Jennings Co., LPA, Thrasher, Dismore & Dolan LPA, Thomas Kondzer, LLP, Ulmer & Bern LPA, Walter Haverfield, LLP, Weston Hurd, Wiles & Richards, LPA and others.

ODOT pre-qualified acquisition consultants including C.T. Consultants, Cuini & Assoc., DLZ, Inc., Finkbeiner, Pettis & Strout, Adachi, GPD, HNTB, Inc., KMJM Land Services, Krock Esser Engineering, ME Companies, M/S Consultants, Inc., O. R. Colan & Assoc., Palmer Engineering, PSI, RE Warner Co., Transystems Real Estate, URS Corp., Wade Trim.

Various municipalities including Ashtabula, Cuyahoga, Geauga, Lake, Mahoning, Medina, Portage, Stark, Summit and Trumbull Counties and the Cities of Akron, Alliance, Bay Village, Beachwood, Bedford, Bedford Heights, Broadview Heights, Brook Park, Cleveland, Cleveland Heights, Eastlake, Elyria, Euclid, Garfield Heights, Highland Hills, Hudson, Independence, Kent, Lakewood, Maple Heights, Mayfield Village, Mentor, Mentor on the Lake, Middleburg Heights, Middlefield, Northfield, North Olmsted, North Royalton, Olmsted Twp., Orange, Painesville, Parma, Pepper Pike, Perry, Richmond Heights, Richfield, Rocky River, Sandusky, Seven Hills, Shaker Heights, Solon, South Euclid, Strongsville, Stow, Twinsburg, University Heights, Valley View, Willoughby, Willoughby Hills, Wickliffe, Willowick and Woodmere. Various Boards of Education including Bay Village, Beachwood, Brecksville-Broadview Heights, Chagrin Falls, Cardinal Local, Canfield, Cleveland, Cleveland Hts.-University Heights., Euclid, Firelands, Garfield Heights, Kent, Lakewood, Mentor, Newbury, North Olmsted, Olmsted Falls, Orange, Parma, Ravenna, Rocky River, South Euclid, Shaker Heights, Solon, and Wickliffe.

Various individuals, corporations, and governmental entities including Allegro Realty Advisors, Bellaire Puritas Development Corp., Catholic Diocese of Cleveland, Catholic Charities Facilities Corp., The Cleveland Clinic, Cleveland Metroparks, Cleveland Public Power, Chagrin Valley Land Conservancy, CSX, Cuyahoga Community College, Dominion East Ohio, EDEN, Inc., Greater Cleveland Regional Transit Authority, Heritage Development, Jacobs Real Estate Services, Lake Health Systems, Lake Metroparks, Lombardo Investments, National Benevolent Association, National Park Service, Northeast Ohio Regional Sewer District, Ohio Department of Transportation, Ohio Turnpike Commission, Park View Federal, Pride One Omni, Pioneer Savings and Loan, the Private Trust Company, Self Service Mini Storage, Ltd., Shore Bank, Strnisha Development, Western Reserve Fine Arts Assoc., and the YWCA.

Continuing Education:

AI Seminars: Residential Housing in Cleveland – 1996, Lease Abstracting and Analysis – 1999, Supporting Sales Comparison Adjustments – 1999, Attacking & Defending the Appraisal in Litigation - 2000 & 2008, When Good Houses Go Bad – 2001, Partial Interests -Divided & Undivided – 2001, Residential Review Seminar – 2003, Subdivision Analysis – 2003, Appraisal Consulting – 2004, Dynamics of Office Building Valuation – 2004, Scope of Work – 2005, 2012, Uniform Standards of Appraisal Practice for Federal Land Acquisition – 2006, Quality Assurance in Residential Appraisals -2007, Feasibility Analysis – 2007, Essentials What Every Appraiser Should Know – 2008, Appraisal Challenges - Declining Markets & Sales Concessions – 2009, Appraisal of Local Retail Properties – 2009, Valuing Commercial Green Buildings – 2010, Business Practices and Ethics – 2011, Playhouse Square and the Central Business District 2011, Real Estate Appraisal Operations – 2011, Demonstration Report Seminar-2014, Appraising Convenience Stores – 2015, Analysing Operating Expenses -2017, Subdivision Valuation – 2017, Small Hotel/Motel Valuation– 2019, Fundamentals of The Uniform Appraisal Standards for Federal Land Acquisitions -2020, OCAI Annual Economic Seminars 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023.
National USPAP Update Course - 2005, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5625

Resolution No. _____

**A RESOLUTION ACCEPTING THE PROPOSAL OF
CTL ENGINEERING, INC. FOR GEOTECHNICAL
INVESTIGATION SERVICES FOR THE SENTINEL
DRIVE CULVERT REPLACEMENT 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 Sentinel Drive Culvert Replacement Project for an amount not to exceed four thousand, eight hundred dollars (\$4,800.00) as set forth in their proposal dated November 22, 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.

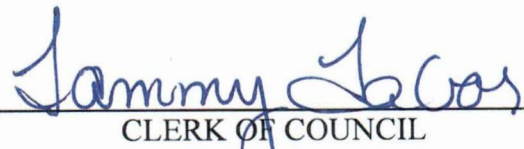
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for the Geotechnical Investigation Services to commence the project, therefore, said Resolution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

APPROVED: _____ December 3, 2024

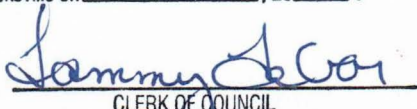


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5625 duly passed by the Council of the City of Brecksville, Ohio, on 12.3, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12.4, 20 24.



CLERK OF COUNCIL

November 22, 2024

City of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141

Attention: Mayor Daryl J. Kingston

Reference: Proposal for Subsurface Exploration
Sentinel Drive - Culvert Replacement
4800/4809 Sentinel Drive
Brecksville, Cuyahoga County, Ohio

CTL Proposal No. 24050075CLEPPL

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 replacing the existing culvert with a 4-sided culvert and cast-in-place headwalls. CTL plans to advance 1 soil boring at 30 feet deep or rock refusal whichever occurs first. CTL will obtain soil samples at 2.5-foot interval in the upper 20 feet and at 5-foot interval thereafter. Based on the collected soil data, CTL will provide recommendations for culvert and headwall support including soil data for scour analysis if needed.

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 topsoil fills 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.
4. Soil data for Scour Analysis
5. Groundwater management recommendations.
6. Recommendations for culvert and wingwall support.

COST ESTIMATE

Field Testing:	\$2,000.00
Laboratory Testing:	\$850.00
Engineering Service:	<u>\$2,000.00</u>
Estimated Total Fee:	\$4,800.00

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.

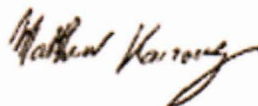
SCHEDULE

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



RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5626
Resolution No. _____

**A RESOLUTION RETROACTIVELY AUTHORIZING A
LEASE SCHEDULE WITH CANON SOLUTIONS AMERICA, INC.
AS AN OMNIA PARTNERS PURCHASING ORGANIZATION
AUTHORIZED VENDOR FOR MANAGED PRINT SERVICES UNDER
THE MASTER SALES & SERVICES AGREEMENT;
AND DECLARING AN EMERGENCY**

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


SECTION 1. The Lease Schedule with Canon Solutions America, Inc. as an Omnia partners purchasing organization authorized vendor for managed print services under the Master Sales & Services Agreement be, and hereby is, authorized, retroactive to November 13, 2023, for managed print services in the amount of five hundred twenty-three dollars and forty-seven cents (\$523.47) per month plus overages, a copy of which Lease Schedule is attached hereto as Exhibit "A" and incorporated herein as if by reference.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to retroactively authorize the Lease Schedule, 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: _____ December 3, 2024

APPROVED: _____ December 3, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5626 duly passed by the Council of the City of Brecksville, Ohio, on 12-3, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-6, 2024.



CLERK OF COUNCIL



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Customer: CITY OF BRECKSVILLE
Agreement #: MA38732

CFS App #: 1966324
Transaction #: S21032886

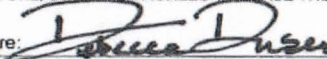
Salesperson: Eric Douglas MacDougall
Order Date: 11/09/23

Billing Information		Payment Information		Equipment Maintenance Information	
Customer Account: 2088507		Listed Items Lease Term	# of Lease Payments	Maintenance included for all Equipment	
Company: CITY OF BRECKSVILLE		60 Months	60	Excess Per Image Charge invoiced Monthly by CFS	
DBA:		Payment* (*Plus Applicable Taxes)	CFS Invoicing	Per Unit Coverage Plan	
Address: 9069 BRECKSVILLE RD		Total	Lease Payment shall be invoiced Monthly	Fixed Price Plan	
Address 2:		\$523.47		Other Transaction Details	
City: BRECKSVILLE County: CUYAHOGA		Due at Signing		Purchase Option: Fair Market Value	
State: OH Zip: 44141-2313 Phone #: 440-703-3555		# of Payments in Advance	Total Due at Signing	Tax Exempt (Certificate Attached)	
Contact: Dan Grein					
Email: Daniel.Grein@CVDDispatch.com					
Rider A applies (Office Equip/Cut Sheet Production)		Covered Images Included in Payment		Excess Per Image Charge(s)	
		B&W: 00 Color: 00		B&W: \$0.00690 Color: \$0.04000	

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information	
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Shipping: 9069 BRECKSVILLE RD Delivery Date:	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Address 2: Reception	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	City: BRECKSVILLE County: CUYAHOGA State: OH Zip: 44141-2313	
5546C002	BUFFER PASS UNIT-P2	1	Primary Customer Contact: Dan Grein	
5548C002	BOOKLET FINISHER-A1 WITH TRI-FOLD	1	Phone #: 440-703-3555 Email: Daniel.Grein@CVDDispatch.com	
3998C001	SUPER G3 FAX BOARD-AX1	1	Meter Contact:	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Phone #: Email:	
3923V843	INSTALL PAK DX C5870I/C5860V/C5850V/C5840I	1	IT Contact: Dan Grein Phone #: 440-703-3555 Email: Daniel.Grein@CVDDispatch.com	
Additional Requirements:			Billing: Address 2: City: County: State: Zip: Billing Contact: Phone #: Email:	
			Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
			Consumables: Toner Only Auto-Toner Fulfillment**	
			Meter Method: Remote Reporting Agent Corporate Advantage	
			For CSA USE ONLY: Config: A 57057679	

OC: COUNTY OF DUPAGE CONTRACT FI-R-0251-18

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"), TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE. THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature:  Printed Name: **Rebecca Piser** Title: **Director of Purchasing** Date: **11/13/23**

ACCEPTANCE CERTIFICATE

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signature: Printed Name: Title: Date:
 For Internal Purposes Only:
 CFS Authorized Signature: Printed Name: Title: Date:

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5627

Resolution No. _____

**A RESOLUTION ACCEPTING THE PROPOSAL OF
EUTHENICS, INC. FOR ENGINEERING AND SURVEYING
SERVICES FOR THE DESIGN OF THE OAKES ROAD
SIDEWALK PROJECT; AND DECLARING AN EMERGENCY**

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


SECTION 1. The proposal of Euthenics, Inc. for engineering and surveying services for the design of the Oakes Road Sidewalk Project in an amount not to exceed forty-two thousand dollars (\$42,000.00) as set forth in their proposal dated November 25, 2024, a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

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

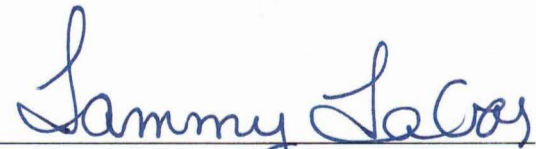
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to commence with the project, therefore, said Resolution shall be in full force and effect immediately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

PASSED: _____ December 3, 2024

APPROVED: _____ December 3, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5627 duly passed by the Council of the City of Brecksville, Ohio, on 12.3, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12.6, 2024.



CLERK OF COUNCIL

November 25, 2024

EXHIBIT "A"

Ms. Monica Bartkiewicz
Director of Purchasing
9069 Brecksville Road
Brecksville, Ohio 44141

Sent Via Email: mbartkiewicz@brecksville.oh.us

RE: Design Services for the Oakes Road Sidewalk Project
PID 120129 \ CUY SRTS FY 2026 BRECKSVILLE

Dear Ms. Bartkiewicz:

Attached is the electronic copy of Euthenics fee proposal for engineering and surveying services to complete the design of the Oakes Road Sidewalk Project. Tasks outlined in our proposal are in accordance with the scope of services discussed at the November 19, 2024 scope of services meeting held virtually with the Ohio Department of Transportation, the City of Brecksville, and Euthenics in attendance.

We appreciate the opportunity to submit this proposal. Please contact me with any questions that you may have.

Very Truly Yours,
EUTHENICS, INC.



Alan R. Piatak, P.E.
President

Encls.
ARP/arp
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**Oakes Road Sidewalk Improvement
CUY-SRTS FY 2026 PID 120129
Scope and Fee Estimate**

Item No.	Task Description	# of Sheets/Units	Manhours/Per Unit	Total Hours	Rate	Total
1	Attend scope of services meeting with City of Brecksville and ODOT	1	2	2	\$165	\$330
2	Field survey (Topo, Utility, Locate R/W & Property Monuments)	3.5	10	35	\$172	\$6,020
3	Basemapping (includes OHIO811 call/documentation/topo check) Plot R/W and PL's in Basemap			10 4	\$115 \$165	\$1,150 \$660
4	Preliminary engineering to determine sidewalk alignment and profile			8 2	\$115 \$148	\$920 \$296
5	Storm sewer calculations			8 2	\$115 \$148	\$920 \$296
6	Review CCTV of existing storm sewer system and identify repair areas.			4	\$148	\$592
7	Prepare Preliminary/Final Plans Plans (Proposed sidewalk to be located within existing right of way. Proposed grading will likely extend onto adjacent city owned parcel. Anticipate 3 submittals, combined Stage 1/Stage 2, Stage 3, and Final)				See Below Breakdown	
	Title Sheet	1	12	12	\$115	\$1,380
	General Notes	2	14	28	\$115	\$3,220
	Schematic Plan 1=50'	1	8	8	\$115	\$920
	Plan and Profiles (1"=20' H, 1" = 5' V)	3	20	60	\$115	\$6,900
	Cross Section (1"=5'), 1,400'@50' interval = 29 sections	29	1	29	\$115	\$3,335
	Storm Sewer Profiles (Estimate 4 profiles)	4	4	16	\$115	\$1,840
	Miscellaneous Details (Site specific, curb ramps, etc.)	1	20	20	\$115	\$2,300
	Estimated Quantities and General Summary	1	20	20	\$115	\$2,300
8	Probable Construction Cost (Preliminary and Final in ODOT's Estimator software)	2	8	16	\$148	\$2,368
9	Meeting with City representative and/or ODOT to review Preliminary Plans and Preliminary Probable Cost of Construction (Virtual)	1	2	2	\$165	\$330
				2	\$148	\$296
10	Combined Stage 1/Stage 2, Stage 3, and Final submittals	3	4	12	\$148	\$1,776
11	Utility coordination including plan submittals to utilities			12	\$115	\$1,380
12	Legal Description on ODOT RX Form (4 MH) and Exhibit (4 MH) for one Temporary Easement over City of Brecksville Parcel	1	4	4	\$165	\$660
		1	4	4	\$115	\$460
13	Project management and coordination			8	\$165	\$1,320
					SUBTOTAL	<u>\$41,969</u>
14	Environmental Permitting (by others)				TOTAL	<u><u>\$41,969</u></u>

2025 HOURLY RATES

Project Manager	\$165
Project Engineer	\$148
Engineer	\$115
Senior Technician	\$115
Professional Surveyor	\$165
Survey Crew	\$172

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5628

**A RESOLUTION AUTHORIZING THE MAYOR
TO RENEW AGREEMENT NO. 24-5665-01 WITH
SAFE STAFFING OF OHIO AS A SUPPLEMENTARY
SOURCE FOR TEMPORARY GENERAL LABOR
STAFFING FOR THE BRECKSVILLE SERVICE
DEPARTMENT FOR THE YEAR 2025;
AND DECLARING AN EMERGENCY**

WHEREAS, at its meeting of December 5, 2023, council adopted Ord. No. 5665 authorizing the Mayor to enter into an agreement with Safe Staffing of Ohio as a supplementary source for temporary general labor staffing for the Brecksville Service Department for the year 2024; and

WHEREAS, pursuant to paragraph (5) of said agreement, the city desires to renew for a second year at the same hourly mark-up of 31%.

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 renew Agreement No. 24-5665-01 with Safe Staffing of Ohio as a supplementary source for temporary general labor staffing for the Brecksville Service Department for the year 2025 at the same hourly mark-up of thirty-one percent (31%), a copy of which agreement is attached hereto as Exhibit "A."

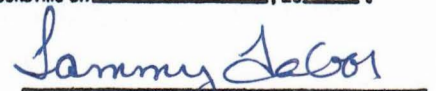
SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is 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 necessity to provide a supplementary source for temporary staffing for the Service 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. 5628 duly passed by the Council of the City of Brecksville, Ohio, on 12-3, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-4, 2024.

PASSED: December 3, 2024

APPROVED: December 3, 2024


CLERK OF COUNCIL


MAYOR


CLERK OF COUNCIL

THIS AGREEMENT made and entered into at Brecksville, Ohio, this 6th day of December, 2023, by and between the City of Brecksville (hereinafter designated as the "CITY") and Safe Staffing of Ohio, a corporation organized and existing under the laws of the State of _____, or a partnership consisting of the following persons _____, or an individual doing business as _____(hereinafter designated as the "CONTRACTOR").

WITNESSETH

WHEREAS, the Council of the City of Brecksville, pursuant to ORDINANCE NO. 5665, adopted on the 5th day of December, 2023, authorized the Mayor to enter into a contract, after requesting proposals for the following:

Temporary General Labor Staffing Services for the Brecksville Service Department in 2024

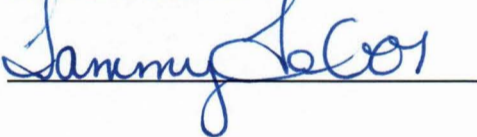
WHEREAS, the CONTRACTOR has submitted their bid therefore, which bid is attached hereto and made a part hereof and marked as "Exhibit One;"

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties agree as follows:

- (1) The CONTRACTOR will furnish the services above described to the CITY in accordance with its bid and the specifications of the CITY.
- (2) The CITY will pay the CONTRACTOR in the sum of: An Hourly Bill Rate of \$19.65/Hour, based on an Hourly Pay Rate of \$15.00/Hour for Rubbish/Recycle/Leaf Collection Staffing as listed on attached Exhibit One, in full consideration of the bid price therefore in the following manner: Temporary General Labor Staffing will be scheduled by the Brecksville Service Department as needed and may be invoiced after performance of work.
- (3) CONTRACTOR provides guarantee that all laborers will be administered criminal background checks and drug testing as specified, and only laborers that have passed these screenings will be assigned to the CITY. The CITY shall receive copies of all background checks that are produced for laborers sent to work at the CITY.
- (4) The Notice to Bidders, specifications, and any other document or information upon which bids were made shall be considered a part of this Agreement as though fully rewritten at length herein.
- (5) CONTRACTOR agrees with the CITY that the services and labor contracted for herein shall be delivered and/or completed from date of agreement from January 1, 2024 through December 31, 2024 with the option for the CITY to renew for a second year at the same hourly mark-up of 31%.

IN WITNESS WHEREOF, we have hereunto set our hands the year and day first above written.

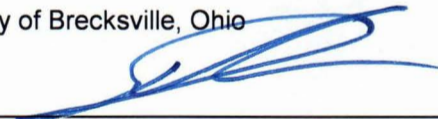
IN THE PRESENCE OF



CITY:

City of Brecksville, Ohio

By



Daryl Kingston, Mayor

CONTRACTOR:



Company

Print Name

Title

Signature

APPROVED AS TO FORM AND LEGALITY:


David J. Matty, Director of Law
City of Brecksville 

I HEREBY CERTIFY THAT CITY COUNCIL HAS THE ABILITY TO PROVIDE THE NECESSARY FUNDS FOR THIS CONTRACT AND THAT THE SAME ARE AVAILABLE TO ME AS FISCAL OFFICER OF THE CITY OF BRECKSVILLE.

Laura Starosta, Director of Finance

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5629

**A RESOLUTION AUTHORIZING THE CITY OF BRECKSVILLE
FIRE CHIEF TO COMPLETE THE GRANT PROCESS FOR THE
FY 2024 ASSISTANCE TO FIREFIGHTERS GRANT; AND
DECLARING AN EMERGENCY**

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Agency has made available FY 2024 Assistance to Firefighters Grants funding; and

WHEREAS, the Brecksville Fire Department, desires to apply for funding for personal protective equipment.

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


SECTION 1. The City of Brecksville Fire Chief, Mark Bender, be, and hereby is, authorized to complete the grant process for the FY 2024 Assistance to Firefighters Grant and to execute whatever documents are necessary to complete the application process. If successful in obtaining a grant, the Mayor is authorized to execute whatever documents are necessary to effectuate the receipt of grant funds.

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 relates to the need to meet the deadline for the Grant application of December 20, 2024, 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: December 3, 2024

APPROVED: December 3, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5629 duly passed by the Council of the City of Brecksville, Ohio, on 12-3, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-6, 2024.



CLERK OF COUNCIL

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5755

AN ORDINANCE AMENDING SECTION 136.07 OF THE ADMINISTRATIVE CODE TITLED “REGISTRATION FEE; USE OF FUNDS; RULES.” TO SET BRECKSVILLE COMMUNITY CENTER MEMBERSHIP RATES FOR THE YEAR 2025; 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. Section 136.07 of the Administrative Code be amended to read as follows:

“136.07 REGISTRATION FEE; USE OF FUNDS; RULES.

(a) * * * * No Change.

(b) The following fee schedule is hereby adopted for annual registration fees and other fees for use of the Community Center Facilities.

(1) Effective ~~January 1, 2022~~ **December 1, 2024**, (early-bird registration is available beginning December 1st and ending December 31st), annual registration fees for Brecksville residents:

Effective June 1, 2022, annual registration fees for non-residents (the total number of annual Non-Resident and Corporate Memberships shall be limited to a combined 1000 memberships as determined by the Mayor):

	<i>January 1st</i>	<i>Resident Rate</i>	<i>Non-Resident Rate</i>
Family	2 Parents & Child(ren) under 18	\$400.00 475.00	\$700.00 750.00
Single Parent	1 Parent & Child(ren) under 18	\$330.00 365.00	\$575.00
Married Couple	2 Adults & child(ren) under 5	\$380.00 435.00	\$665.00 675.00
Adult	18 & Older not in college	\$250.00 295.00	\$440.00
Student	Child 5-17 years old	\$140.00 160.00	N/A
Senior	60 & older by the end of the year	\$130.00 140.00	\$230.00 240.00
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	\$300.00 350.00	\$525.00 540.00
College Undergrad	College Student 18-22	\$140.00 160.00	\$245.00 265.00
Disabled	Declared by the State - Proof Required	\$130.00 150.00	\$230.00
Military	*Monthly Prorate for period home	N/A	N/A
Nanny	*Covers 2 named persons, must be accompanied by the children in the household	\$ 75.00 80.00	\$130.00

	<i>April 1st</i>	<i>Resident Rate</i>
Family	2 Parents & Child(ren) under 18	\$320.00 380.00
Single Parent	1 Parent & Child(ren) under 18	\$264.00 292.00
Married Couple	2 Adults & child(ren) under 5	\$304.00 348.00
Adult	18 & Older not in college	\$200.00 236.00

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5755

Student	Child 5-17 years old	\$112.00 128.00
Senior	60 & older by the end of the year	\$104.00 112.00
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	\$240.00 280.00
College Undergrad	College Student 18-22	\$112.00 128.00
Disabled	Declared by the State - Proof Required	\$104.00 120.00
Military	*Monthly Prorate for period home	N/A
Nanny	*Covers 2 named persons, must be accompanied by the children in the household	\$ 60.00 64.00

	<i>June 1st</i>	<i>Resident Rate</i>
Family	2 Parents & Child(ren) under 18	\$260.00 308.75
Single Parent	1 Parent & Child(ren) under 18	\$214.50 237.25
Married Couple	2 Adults & child(ren) under 5	\$247.00 282.75
Adult	18 & Older not in college	\$162.50 191.75
Student	Child 5-17 years old	\$ 91.00 104.00
Senior	60 & older by the end of the year	\$ 84.50 91.00
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	\$195.00 227.50
College Undergrad	College Student 18-22	\$ -91.00 104.00
Disabled	Declared by the State - Proof Required	\$ 84.50 97.50
Military	*Monthly Prorate for period home	N/A
Nanny	*Covers 2 named persons, must be accompanied by the children in the household	\$ 48.75 52.00

	<i>July 1st</i>	<i>Resident Rate</i>	<i>Non-Resident Rate</i>
Family	2 Parents & Child(ren) under 18	\$260.00	\$500.00 525.00
Single Parent	1 Parent & Child(ren) under 18	\$214.50	\$373.75 402.50
Married Couple	2 Adults & child(ren) under 5	\$247.00	\$432.25 472.50
Adult	18 & Older not in college	\$162.50	\$286.00 308.00
Student	Child 5-17 years old	\$ -91.00	N/A
Senior	60 & older by the end of the year	\$ 84.50	\$149.50 168.00
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	\$195.00	\$341.25 378.00
College Undergrad	College Student 18-22	\$ -91.00	\$159.25 185.50
Disabled	Declared by the State - Proof Required	\$ -84.50	\$149.50 161.00
Military	*Monthly Prorate for period home	N/A	N/A
Nanny	*Covers 2 named persons, must be accompanied by the children in the household	\$ -48.75	\$ 84.50 91.00

	<i>October 1st</i>	<i>Resident Rate</i>
Family	2 Parents & Child(ren) under 18	\$120.00 142.50
Single Parent	1 Parent & Child(ren) under 18	\$ 99.00 109.50
Married Couple	2 Adults & child(ren) under 5	\$114.00 130.50
Adult	18 & Older not in college	\$ 75.00 88.50
Student	Child 5-17 years old	\$ 42.00 48.00
Senior	60 & older by the end of the year	\$ 39.00 42.00
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	\$ -90.00 105.00
College Undergrad	College Student 18-22	\$ 42.00 48.00
Disabled	Declared by the State - Proof Required	\$ 39.00 45.00
Military	*Monthly Prorate for period home	N/A
Nanny	*Covers 2 named persons, must be accompanied by the children in the household	\$ -22.50 24.00

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5755

Note:

For participants in the City employee Wellness Program: See divisions (d) and (e) below for fees.
For participants in the Corporate Membership Program: See division (f) below for fees

- (2) * * * * No Change.
- (c) * * * * No Change.
- (d) * * * * No Change.
- (e) * * * * No Change.

(f) There is hereby implemented a Corporate Membership Program available to non-resident employees of corporate residents of the city. All rules and regulations for the operation of the Community Center shall apply to Corporate Memberships. The number of annual Non-Resident and Corporate Memberships shall be limited to a combined 1000 memberships as determined by the Mayor. The following fees shall apply for the Corporate Membership Program:

	<i>January 1st</i>	<i>Corporate Rate</i>
Family	2 Parents & Child(ren) under 18	\$650.00
Single Parent	1 Parent & Child(ren) under 18	N/A
Married Couple	2 Adults & child(ren) under 5	\$480.00
Adult	18 & Older not in college	\$300.00 330.00
Student	Child 5-17 years old	\$225.00
Senior	60 & older by the end of the year	N/A
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	N/A
College Undergrad	College Student 18-22	\$225.00 250.00
Disabled	Declared by the State - Proof Required	N/A
Military	*Monthly Prorate for period home	N/A
Nanny	*Covers 2 named persons, must be accompanied by the children in the household	N/A

	<i>April 1st</i>	<i>Corporate Rate</i>
Family	2 Parents & Child(ren) under 18	\$520.00
Single Parent	1 Parent & Child(ren) under 18	N/A
Married Couple	2 Adults & child(ren) under 5	\$384.00
Adult	18 & Older not in college	\$240.00 264.00
Student	Child 5-17 years old	\$180.00
Senior	60 & older by the end of the year	N/A
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	N/A
College Undergrad	College Student 18-22	\$180.00 200.00
Disabled	Declared by the State - Proof Required	N/A
Military	*Monthly Prorate for period home	N/A
Nanny	*Covers 2 named persons, must be accompanied by the children in the household	N/A

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5755

	<i>June 1st</i>	<i>Corporate Rate</i>
Family	2 Parents & Child(ren) under 18	\$422.50
Single Parent	1 Parent & Child(ren) under 18	N/A
Married Couple	2 Adults & child(ren) under 5	\$312.00
Adult	18 & Older not in college	\$195.00 214.50
Student	Child 5-17 years old	\$145.25
Senior	60 & older by the end of the year	N/A
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	N/A
College Undergrad	College Student 18-22	\$145.25 162.50
Disabled	Declared by the State - Proof Required	N/A
Military	*Monthly Prorate for period home	N/A
Nanny	*Covers 2 named persons, must be accompanied by the children in the household	N/A

	<i>July 1st</i>	<i>Corporate Rate</i>
Family	2 Parents & Child(ren) under 18	\$422.50
Single Parent	1 Parent & Child(ren) under 18	N/A
Married Couple	2 Adults & child(ren) under 5	\$312.00
Adult	18 & Older not in college	\$195.00
Student	Child 5-17 years old	\$145.25
Senior	60 & older by the end of the year	N/A
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	N/A
College Undergrad	College Student 18-22	\$145.25
Disabled	Declared by the State - Proof Required	N/A
Military	*Monthly Prorate for period home	N/A
Nanny	*Covers 2 named persons, must be accompanied by the children in the household	N/A

	<i>October 1st</i>	<i>Corporate Rate</i>
Family	2 Parents & Child(ren) under 18	\$195.00
Single Parent	1 Parent & Child(ren) under 18	N/A
Married Couple	2 Adults & child(ren) under 5	\$144.00
Adult	18 & Older not in college	\$ 90.00 99.00
Student	Child 5-17 years old	\$ 67.50
Senior	60 & older by the end of the year	N/A
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	N/A
College Undergrad	College Student 18-22	\$ 67.50 75.00
Disabled	Declared by the State - Proof Required	N/A
Military	*Monthly Prorate for period home	N/A
Nanny	*Covers 2 named persons, must be accompanied by the children in the household	N/A

SECTION 3. Section 136.07 of the Administrative Code as it existed prior to the effective date of this Ordinance and all other ordinances or resolutions inconsistent herewith be, and the same hereby are, repealed.

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 necessity to set Brecksville Community

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5755

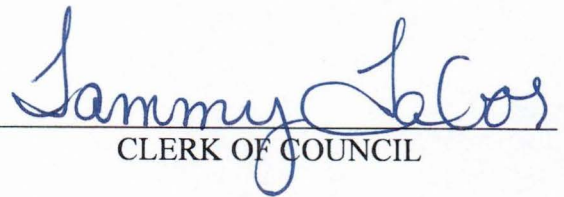
Center membership rates for 2025, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: December 3, 2024

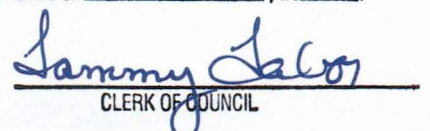
APPROVED: December 3, 2024



MAYOR


CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5755 duly passed by the Council of the City of Brecksville, Ohio, on 12.3, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12.6, 20 24.


CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5756

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE CLEVELAND RESTORATION SOCIETY (CRS) TO PROVIDE ELIGIBLE BRECKSVILLE HOMEOWNERS WITH THE ABILITY TO PARTICIPATE IN THE HERITAGE HOME PROGRAMSM; AND DECLARING AN EMERGENCY

WHEREAS, CRS has established a program referred to as the Heritage Home ProgramSM for the purpose of enhancing older properties in the participating communities; and

WHEREAS, the City has determined and is authorized to enter into an agreement with the Cleveland Restoration Society for the purpose of providing professional technical assistance to the owners of houses that are over 50 years old in the City in connection with the City's participation in the 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 is authorized to enter into a Professional Services Agreement with the Cleveland Restoration Society to provide eligible Brecksville homeowners with the ability to participate in the Heritage Home ProgramSM, a copy of said Agreement being attached hereto and expressly made a part hereof by reference, and marked Exhibit "A".

SECTION 2. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to provide eligible homeowners with the ability to participate in the Heritage Home ProgramSM, 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: December 3, 2024

APPROVED: December 3, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5756 duly passed by the Council of the City of Brecksville, Ohio, on 12.3, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12.6, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"

CITY OF BRECKSVILLE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 3 day of December, 2024, by and between the City of Brecksville, Ohio, a Municipal Corporation (hereinafter referred to as "City") and the Cleveland Restoration Society (hereinafter referred to as "CRS").

WHEREAS, CRS has established a program referred to as the Heritage Home ProgramSM (the "Program") for the purpose of enhancing older properties in the participating communities; and

WHEREAS, the City has determined and is authorized to enter into an agreement with the Cleveland Restoration Society for the purpose of providing professional technical assistance to the owners of houses that are over 50 years old in the City (the "Older Housing") in connection with the City's participation in the Program; and

NOW, THEREFORE, the City and CRS, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1. SCOPE OF SERVICES.

The Cleveland Restoration Society agrees to perform the following technical assistance services for the period covered by this Agreement:

GENERAL HERITAGE HOME PROGRAM

1. Cooperate with the City and the County and assist in the establishment and implementation of administrative procedures related to the Heritage Home ProgramSM (the Program).
2. Assist the City in marketing the Program to approximately 2,290 owners of the Older Housing. Such marketing efforts will include a mass mailing, at the expense of the CRS, to all such owners of a postcard about the Program. They will also include providing materials on the Program for distribution at public buildings in the City including City Hall and any libraries, and providing links for the City's web site to the Program web site. Such marketing can also include displaying a temporary Program sign, during construction, in the front yard of properties participating in the Program. Such sign is to be a non-commercial sign, in compliance with City codes and approved by the City, displayed on each participating property for a period not to exceed six months.
3. Provide technical assistance on the preservation, rehabilitation and improvement of the City's Older Housing to any property owner making a request. Technical assistance is

available by phone, through the mail, through the Program Web Site and on site. Participation in a Program loan is not required to receive this technical assistance.

4. Provide a report on the program activity to the City. These reports should be sent to the Mayor.

PROGRAM SPECIFIC

1. Determine the eligibility of individual properties upon request of property owners interested in participating in the Program.
2. Determine whether projects qualify for the Program and notify owners.
3. Provide professional technical assistance to property owners of Older Housing to determine the scope and nature of rehabilitation and write contract specifications for exterior work to ensure that the Program standards are met. Provide copies of final bid specifications to the City for each project.
4. Determine total loan request amount based on contractor bids submitted by the property owner to CRS and notify the participating bank.
5. Upon approval of a loan application by the participating bank, periodically monitor progress of construction and provide technical advice and consultation during construction as requested by the property owner, the County, or the City.
6. Inspect property at completion of construction and certify that all work has been completed in accordance with the bids and in compliance with the CRS bid specifications. Provide written notification to the City of certification.

SERVICES NOT INCLUDED

1. This Agreement does not provide for the provision of services by CRS to the City including but not limited to:
 - a. Advice or assistance to the City about commercial properties or to the owners of commercial properties.
 - b. Advice or assistance to the City or to the owner relating to a sacred structure.
 - c. Advice or assistance to the City or to any property owners about National Register or local landmark nominations of a building or district.
 - d. Advice or assistance to the City or any officials of the City relating to the operations or structure of a design review function or a design review issue.

2. Any services described in 1. above may be provided by CRS pursuant to a supplemental agreement involving a supplemental payment by the City as agreed between the City and CRS.

SECTION 2. METHOD OF PAYMENT.

CRS shall be compensated for the technical and planning assistance provided as described in Section 1, Scope of Services.

The City and CRS agree that the payment for services provided under this agreement shall be Seven Thousand Four Hundred Eighty Dollars (\$7,480) for the initial year shall be payable within fifteen (15) days after the execution of this Agreement. The payment for any subsequent years shall be payable on January 1 of such year.

Invoices will be submitted by CRS upon execution of this Agreement and at appropriate times thereafter.

SECTION 3. TERM AND TERMINATION.

1. The technical assistance services of CRS shall be provided for the period commencing on date of January 1, 2025, and extending through December 31, 2025. The services may be extended on a year-by-year basis by the mutual agreement of the City and CRS.
2. This Agreement may be terminated by either party upon thirty (30) days written notice at such other party's notice address, as set forth below in Section 5 hereof, provided that both CRS and the City, respectively, shall remain obligated to perform any duties and obligations created under Section 1 hereof which remain outstanding at the time of the termination of this Agreement.

SECTION 4. SEVERABILITY. If any provision of this Agreement, or any obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 5. NOTICES. All communications hereunder will be in writing and, if sent to CRS, will be mailed, delivered or faxed and confirmed to:

Cleveland Restoration Society/Heritage Home ProgramSM
Sarah Benedict House
3751 Prospect Avenue
Cleveland, OH 44115

Attention: Kathleen H. Crowther, President
Phone: (216) 426-1000
Fax No.: (216) 426-1975

and, if sent to the City, will be mailed, delivered or faxed and confirmed to:

The Honorable Mayor Daryl J. Kingston
City of Brecksville
9069 Brecksville Road
Brecksville, OH 44141

SECTION 6. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

SECTION 8. AMENDMENTS. This Agreement may be effectively amended, changed, modified or altered in writing, and such writing shall be consented to and signed by both the City and CRS.

SECTION 9. ENTIRE AGREEMENT. This Agreement and the terms and provisions hereof embody the entire agreement and understanding among the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.


IN WITNESS WHEREOF, the City of Brecksville and the Cleveland Restoration Society have caused this Agreement to be duly executed in their respective names, all as of the date set forth above.

CLEVELAND RESTORATION SOCIETY


Kathleen H. Crowther, President

Approved as to Form:

CITY OF BRECKSVILLE



David J. Matty, Esq.
Law Director
City of Brecksville
Law Director



Daryl J. Kingston, Mayor

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5757

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

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

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

SECTION 1. That the Director of Finance be authorized to increase appropriations in the Community Center fund.

6,000.00	Water & Sewer	2400710-29030
25,000.00	Electric	2400710-29020

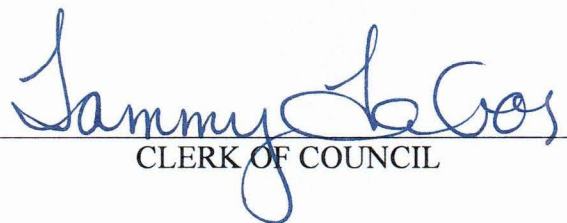
SECTION 2. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to make adjustments to appropriations of the City, therefore, said Ordinance shall be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

PASSED: December 3, 2024

APPROVED: December 3, 2024

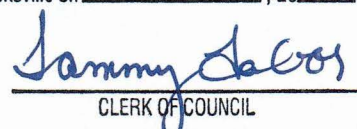


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5757 duly passed by the Council of the City of Brecksville, Ohio, on 12.3, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12.4, 20 24.



CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5758

**AN ORDINANCE TO MAKE APPROPRIATIONS
FOR CURRENT EXPENDITURES AND OTHER
EXPENDITURES OF THE CITY OF BRECKSVILLE;
AND DECLARING AN EMERGENCY**

WHEREAS, it is provided by State Law that a permanent appropriation Ordinance be approved by Council no later than March 31, 2025; and

WHEREAS, it is therefore necessary to enact permanent appropriations for the year 2025 in accordance with the Charter of the City of Brecksville and the laws of the State of Ohio.

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

SECTION 1. In order to provide for current expenses and other expenditures of the City of Brecksville, Ohio during the year 2025, the following sums be and they are hereby set aside and appropriated as set forth in Exhibit "A," attached hereto and expressly made a part hereof by reference.


SECTION 2. The Director of Finance be and is hereby authorized to draw warrants for payments for any of the appropriations as the same are delineated in Exhibit "A," upon receiving proper certifications and vouchers therefore, approved by the Board, Officers or Officer or persons authorized to approve the same, or an Ordinance or Resolution of Council to make the expenditures, provided that no warrants shall be drawn or paid for salaries or wages, except by persons employed by authority of and in accordance with laws or Ordinances.

SECTION 3. The Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Ordinance to the County Auditor, Cuyahoga County, Ohio.

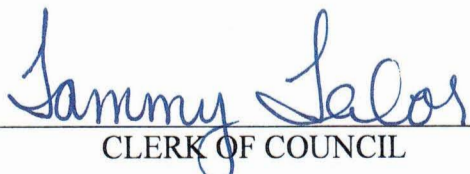
SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to fund the operations of the City for 2025, therefore, said Ordinance shall be in full 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: December 3, 2024

APPROVED: December 3, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5758 duly passed by the Council of the City of Brecksville, Ohio, on 12-3, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-6, 2024.



CLERK OF COUNCIL

EXHIBIT A

2025 ANNUAL APPROPRIATION ORDINANCE

GENERAL FUND (1100)

GENERAL GOVERNMENT

Mayor's Office

Personal Services	\$296,760.00	
Other Expenses	\$15,000.00	<u>\$311,760.00</u>

Finance Department

Personal Services	\$541,690.00	
Other Expenses	\$24,000.00	<u>\$565,690.00</u>

Human Resources Department

Personal Services	\$108,469.00	
Other Expenses	\$9,500.00	<u>\$117,969.00</u>

Purchasing Department

Personal Services	\$236,187.00	
Other Expenses	\$8,100.00	<u>\$244,287.00</u>

Legal Department

Personal Services	\$161,358.00	
Other Expenses	\$190,000.00	<u>\$351,358.00</u>

Legislative Department

Personal Services	\$271,753.00	
Other Expenses	\$27,000.00	<u>\$298,753.00</u>

Civil Service Commission

Other Expenses	\$47,500.00	<u>\$47,500.00</u>
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Information Technology

Personal Services	\$261,545.00	
Other Expenses	\$593,750.00	<u>\$855,295.00</u>

County Auditor's & Treasurer's Fees

Other Expenses	\$151,000.00	<u>\$151,000.00</u>
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Income Tax Department

Other Expenses	\$781,440.00	<u>\$781,440.00</u>
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Administrative Support

Personal Services	\$197,408.00	
Other Expenses	\$2,889,270.00	<u>\$3,086,678.00</u>

Lands & Buildings

Personal Services	\$2,407,704.00	
Other Expenses	\$1,217,327.00	<u>\$3,625,031.00</u>

Engineering

Personal Services	\$37,511.00	
Other Expenses	\$149,940.00	<u>\$187,451.00</u>

Mayor's Court

Personal Services	\$138,877.00	
Other Expenses	\$12,000.00	<u>\$150,877.00</u>

Transfers/Advances

Transfers/Advances/Debt Service	\$3,649,000.00	<u>\$3,649,000.00</u>
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TOTAL - GENERAL GOVERNMENT **\$14,424,089.00**

SECURITY OF PERSONS & PROPERTY**Police Department**

Personal Services	\$4,689,069.00	
Other Expenses	\$924,910.76	<u>\$5,613,979.76</u>

Prisoner Support

Other Expenses	\$104,500.00	<u>\$104,500.00</u>
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Traffic Control

Other Expenses	\$56,500.00	<u>\$56,500.00</u>
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Street Lighting

Other Expenses	\$120,000.00	<u>\$120,000.00</u>
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Fire Hydrants

Personal Services	\$28,244.00	
Other Expenses	\$4,300.00	<u>\$32,544.00</u>

TOTAL - SECURITY OF PERSONS & PROPERTY **\$5,927,523.76**

PUBLIC HEALTH & WELFARE**County Board of Health**

Other Expenses	\$109,080.00	<u>\$109,080.00</u>
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Cemeteries

Personal Services	\$154,580.00	
Other Expenses	\$16,000.00	<u>\$170,580.00</u>

Department of Human Services

Personal Services	\$595,001.00	
Other Expenses	\$425,700.00	<u>\$1,020,701.00</u>

TOTAL PUBLIC HEALTH & WELFARE \$1,300,361.00

TRANSPORTATION**Street Construction, Maint.& Repair**

Personal Services	\$1,451,152.00	
Other Expenses	\$40,500.00	<u>\$1,491,652.00</u>

Vehicle Maintenance

Personal Services	\$720,733.00	
Other Expenses	\$284,000.00	<u>\$1,004,733.00</u>

Snow, Ice Removal

Personal Services	\$203,194.00	
Other Expenses	\$80,000.00	<u>\$283,194.00</u>

TOTAL - TRANSPORTATION \$2,779,579.00

COMMUNITY ENVIRONMENT**Housing & Building Inspection**

Personal Services	\$734,061.00	
Other Expenses	\$62,500.00	<u>\$796,561.00</u>

Community Dev, Boards & Commissions

Personal Services	\$3,694.00	
Other Expenses	\$12,500.00	
		<u>\$16,194.00</u>

Urban Forestry

Personal Services	\$478,684.00	
Other Expenses	\$69,500.00	<u>\$548,184.00</u>

TOTAL - COMMUNITY ENVIRONMENT \$1,360,939.00

BASIC UTILITY SERVICES**Administrative Support-Service Dept.**

Personal Services	\$620,989.00	
Other Expenses	\$50,000.00	<u>\$670,989.00</u>

Solid Waste & Recycling

Personal Services	\$786,000.00	
Other Expenses	\$624,900.00	<u>\$1,410,900.00</u>

Storm Sewers & Drains

Personal Services	\$77,194.00	
Other Expenses	\$40,000.00	<u>\$117,194.00</u>

Animal Control

Personal Services	\$50,602.00	
Other Expenses	\$16,500.00	<u>\$67,102.00</u>

TOTAL - BASIC UTILITY SERVICES		\$2,266,185.00
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TOTAL - GENERAL FUND		\$28,058,676.76
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UNCLAIMED FUNDS (1110)

Other Expenses	\$5,000.00	
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TOTAL - UNCLAIMED FUNDS		\$5,000.00
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MOTOR VEHICLE PERMISSIVE LICENSE TAX FUND (2010)

Capital	\$36,000.00	
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TOTAL - MOTOR VEHICLE PERMISSIVE LICENSE TAX FUND		\$36,000.00
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STREET CONSTRUCTION, MAINTENANCE & REPAIR FUND (2020)

Other Expenses	\$664,500.00	
Capital	\$240,000.00	

TOTAL - STREET CONSTRUCTION, MAINTENANCE & REPAIR FUND		\$904,500.00
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STATE HIGHWAY FUND (2030)

Other Expenses	\$95,000.00	
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TOTAL - STATE HIGHWAY FUND		\$95,000.00
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ROAD REPAVING FUND (2040)

Other Expenses	\$427,000.00	
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TOTAL - ROAD REPAVING FUND		\$427,000.00
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ROAD IMPROVEMENT CHARTER LEVY FUND (2050)

Other Expenses	\$500.00	
Capital	\$1,067,000.00	

TOTAL - ROAD IMPROVEMENT CHARTER LEVY FUND		\$1,067,500.00
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COMPENSATED ABSENCES FUND (2100)

Personal Services	\$150,000.00	
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TOTAL - COMPENSATED ABSENCES FUND**\$150,000.00**

COMMUNITY CENTER RECREATION FUND (2400)**Recreation Administration**

Personal Services	\$713,827.00	
Other Expenses	\$701,500.00	\$1,415,327.00

Aquatics

Personal Services	\$845,064.00	
Other Expenses	\$101,700.00	\$946,764.00

Fitness

Personal Services	\$127,223.00	
Other Expenses	\$78,750.00	\$205,973.00

Athletics

Personal Services	\$181,489.00	
Other Expenses	\$135,650.00	\$317,139.00

TOTAL - COMMUNITY CENTER-RECREATION FUND**\$2,885,203.00**

RECREATION EXPANSION FUND (2410)

Other Expenses	\$16,000.00	
Capital	\$1,168,253.00	

TOTAL - RECREATION EXPANSION FUND**\$1,184,253.00**

RECYCLING GRANT (2510)

Other Expenses	\$6,000.00	
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TOTAL - RECYCLING GRANT**\$6,000.00**

TREE PLANTING FUND (2520)

Other Expenses	\$26,000.00	
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TOTAL - TREE PLANTING FUND**\$26,000.00**

PUBLIC UTILITY IMPROVEMENT FUND (2600)		
Other Expenses	\$20,000.00	
TOTAL - PUBLIC UTILITY IMPROVEMENT FUND		\$20,000.00
WATER SYSTEM REPAIR & MAINTENANCE FUND (2610)		
Other Expenses	\$4,000.00	
TOTAL - WATER SYSTEM REPAIR & MAINTENANCE FUND		\$4,000.00
HIGHLAND-BOSTON WATER & SEWER FUND (2620)		
Other Expenses	\$1,000.00	
TOTAL - HIGHLAND-BOSTON WATER & SEWER FUND		\$1,000.00
MUNICIPAL MAYOR'S COURT COMPUTER FUND (2700)		
Other Expenses	\$17,000.00	
TOTAL - MUNICIPAL MAYOR'S COURT COMPUTER FUND		\$17,000.00
PEACE OFFICER TRAINING FUND (2710)		
Other Expenses	\$1,000.00	
TOTAL - PEACE OFFICER TRAINING FUND		\$1,000.00
POLICE PENSION FUND (2720)		
Personal Services	\$165,000.00	
Other Expenses	\$100.00	
TOTAL - POLICE PENSION FUND		\$165,100.00
ONEOHIO OPIOID SETTLEMENT FUND (2790)		
Other Expenses	\$4,000.00	
TOTAL - ONEOHIO OPIOID SETTLEMENT FUND		\$4,000.00
LAW ENFORCEMENT TRUST FUND (2810)		
Other Expenses	\$20,000.00	
TOTAL - LAW ENFORCEMENT TRUST FUND		\$20,000.00

LAW ENFORCEMENT MANDATORY DRUG FUND (2820)

Other Expenses \$10,000.00

TOTAL - LAW ENFORCEMENT MANDATORY DRUG FUND \$10,000.00

FEDERAL EQUITABLE SHARING (2830)

Other Expenses \$8,000.00

TOTAL - FEDERAL EQUITABLE SHARING \$8,000.00

D.A.R.E TRUST FUND (2850)

Other Expenses \$1,500.00

TOTAL - D.A.R.E. TRUST FUND \$1,500.00

DRUG ENFORCEMENT & EDUCATION FUND (2870)

Other Expenses \$5,000.00

TOTAL - DRUG ENFORCEMENT & EDUCATION FUND \$5,000.00

DUI ENFORCEMENT & EDUCATION FUND (2880)

Other Expenses \$600.00

TOTAL - DUI ENFORCEMENT & EDUCATION FUND \$600.00

FIRE DEPARTMENT FUND (2900)

Personal Services \$3,190,538.00

Other Expenses \$305,500.00

TOTAL - FIRE DEPARTMENT FUND \$3,496,038.00

GENERAL BOND RETIREMENT FUND (3100)

Transfers/Advances/Debt Service \$2,625,058.00

TOTAL - GENERAL BOND RETIREMENT FUND \$2,625,058.00

SPECIAL ASSESSMENT BOND RETIREMENT FUND (3200)

Transfers/Advances/Debt Service \$200,816.00

TOTAL - SPECIAL ASSESSMENT BOND RETIREMENT FUND \$200,816.00

SPECIAL ASSESSMENT BOND RETIREMENT - 7000 FITZWATER FUND (3201)		
Transfers/Advances/Debt Service	\$23,847.98	
TOTAL - SPECIAL ASSESSMENT BOND RETIREMENT - 7000 FITZWATER FUND		\$23,847.98
SPECIAL ASSESSMENT BOND RETIREMENT - CHIPPEWA FUND (3202)		
Transfers/Advances/Debt Service	\$65,478.11	
TOTAL - SPECIAL ASSESSMENT BOND RETIREMENT - CHIPPEWA FUND		\$65,478.11
URBAN REDEVELOPMENT TIE - VA PH II FUND (3400)		
Other Expenses	\$40,100.00	
Transfers/Advances/Debt Service	\$645,907.00	
TOTAL - URBAN REDEVELOPMENT TIE - VA PH II FUND		\$686,007.00
URBAN REDEVELOPMENT TIE - VA SHERWIN-WILLIAMS FUND (4102)		
Other Expenses	\$105,300.00	
Capital	\$1,183,021.53	
TOTAL - URBAN REDEVELOPMENT TIE - VA SHERWIN-WILLIAMS FUND		\$1,288,321.53
MUNICIPAL PUBLIC IMPROVEMENT TIE - VA PHASE III FUND (4200)		
Other Expenses	\$19,400.00	
Capital	\$219,285.80	
TOTAL - MUNICIPAL PUBLIC IMPROVEMENT TIE - VA PHASE III FUND		\$238,685.80
AMBULANCE BILLING FIRE CAPITAL FUND (4500)		
Other Expenses	\$43,000.00	
Capital	\$151,000.00	
TOTAL - AMBULANCE BILLING FIRE CAPITAL FUND		\$194,000.00
OHIO PUBLIC WORKS COMMISSION (4600)		
Other Expenses	\$3,000.00	
Transfers/Advances/Debt Service	\$56,157.00	
TOTAL - OHIO PUBLIC WORKS COMMISSION		\$59,157.00

GENERAL MUNICIPAL IMPROVEMENT FUND (4800)

Other Expenses	\$500.00
Capital	\$6,739,550.00
Transfers/Advances/Debt Service	\$6,670,293.25

TOTAL - GENERAL MUNICIPAL IMPROVEMENT FUND **\$13,410,343.25**

BUILDING & IMPROVEMENTS FUND (4900)

Capital	\$210,000.00
Transfers/Advances/Debt Service	\$1,485,859.00

TOTAL - BUILDING & IMPROVEMENTS FUND **\$1,695,859.00**

RECREATION FACILITIES EXPANSION FUND (4920)

Transfers/Advances/Debt Service	\$169,567.12
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TOTAL - RECREATION FACILITIES EXPANSION FUND **\$169,567.12**

HOSPITALIZATION SELF-INSURANCE FUND (6010)

Personal Services	\$320,000.00
Other Expenses	\$10,000.00

TOTAL - HOSPITALIZATION SELF-INSURANCE FUND **\$330,000.00**

YULETIDE HUNGER FUND (7010)

Other Expenses	\$16,000.00
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TOTAL - YULETIDE HUNGER FUND **\$16,000.00**

RENTAL DEPOSITS (7400)

Other Expenses	\$20,000.00
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TOTAL - RENTAL DEPOSITS **\$20,000.00**

PROFESSIONAL REVIEW FEES (7500)

Other Expenses	\$200,000.00
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TOTAL - PROFESSIONAL REVIEW **\$200,000.00**

CASH BONDS FUND (7510)

Other Expenses \$120,000.00

TOTAL - CASH BONDS \$120,000.00

ENGINEER FEES (7550)

Other Expenses \$75,000.00

TOTAL - ENGINEER FEES \$75,000.00

ARCHITECT FEES (7560)

Other Expenses \$20,000.00

TOTAL - ARCHITECT FEES \$20,000.00

BUILDING DEPT STATE ASSESSMENT FEE (7570)

Other Expenses \$10,000.00

TOTAL - BUILDING DEPARTMENT STATE ASSESSMENT FEE \$10,000.00

DEVELOPERS DEPOSIT (7700)

Other Expenses \$300,000.00

TOTAL - DEVELOPERS DEPOSIT \$300,000.00

PRIVATE PURPOSE TRUST (7810)

Other Expenses \$500,000.00

TOTAL - PRIVATE PURPOSE TRUST \$500,000.00

TOTAL APPROPRIATIONS - ALL FUNDS: \$60,846,511.55

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5759

**AN ORDINANCE ACCEPTING THE PROPOSAL OF
ECS MIDWEST, LLC FOR CONSTRUCTION MATERIALS
TESTING AND SPECIAL INSPECTION SERVICES FOR
THE BRECKSVILLE SERVICE GARAGE BUILDING
ALTERATIONS; 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 ECS Midwest, LLC for Construction Materials Testing and Special Inspection Services for the Brecksville Service Garage Building Alterations Project in an amount not to exceed nine thousand, nine hundred fifty dollars (\$9,950.00) for services, as set forth in their proposal dated November 14, 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.

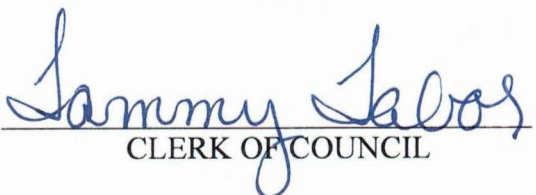
SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for engineering services, therefore, said Ordinance shall be in full force and effect immediately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

PASSED: December 3, 2024

APPROVED: December 3, 2024




MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5759 duly passed by the Council of the City of Brecksville, Ohio, on 12-3, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-6, 2024.



CLERK OF COUNCIL



November 14, 2024

Mr. Joseph Kickel
City of Brecksville
9069 Brecksville Road
Brecksville, OH 44141

ECS Proposal No. 67:4802-CP Rev

**Re: Construction Materials Testing and Special Inspections
Brecksville Service Garage Building Alterations
9023 Brecksville Road, Brecksville, OH 44141**

Dear Mr. Kickel:

ECS Midwest, LLC is pleased to submit our proposal to provide Construction Materials Testing and Special Inspection services for the referenced project. This proposal includes a budget estimate and unit prices for the services as you requested.

Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service." These conditions represent the current recommendations of the ASFE/The Geo-Professional Business Association, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers. Should these services be authorized without receiving a written copy of this contract, the terms and conditions of this contract shall, nevertheless, be in effect even in the absence of written acceptance by you.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the attached copy to us.

We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Sincerely,

ECS Midwest, LLC

David G. Potoma, P.E.
Construction Materials Dept. Manager
DPotoma@ecslimited.com

David M. Vovak, P.E.
Vice President | Office Manager
DVovak@ecslimited.com

Attachment: Terms and Conditions

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ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • www.ecslimited.com

"ONE FIRM. ONE MISSION."

SCOPE OF WORK

The project site is located at 9023 Brecksville Road in Brecksville, Cuyahoga County, Ohio. The existing Brecksville Service Garage Building occupies the site. The eastern portion of that building was damaged in a fire in February 2024. We understand the proposed project will include alterations to the fire-damaged structure. As a part of these alterations, the interior columns are to be eliminated and the existing south wall footing and north pier footings are to be reinforced by the addition of extensions to allow them to accept additional structural loading. The finished floor elevation of the building will not change; large portions of the existing floor slab are to remain. No exterior grading is planned. The new construction will be in accordance with the Ohio Building Code Section 1701. ECS will perform Special Inspections and Construction Materials Testing, including the following:

Soils

Soil Bearing Capacity.....	Per Geotech Report
Soil Compaction at $\pm 2\%$ Optimum Moisture	98% ASTM D698

Concrete

Compressive Strength at 7 and 28 Days, ASTM C31 and C39	
Footings	3000 psi
Slabs on Grade.....	4000 psi
Concrete Density, ASTM C138	
Normal.....	145 pcf
Lightweight.....	115 pcf
Concrete Slump (1 per 50 CY or fraction)	4" max, ASTM C143
Percentage Entrained Air for Exterior Concrete	6% \pm 1, ASTM C231
Verify Reinforcing Sizes and Placement.....	ASTM A615, Grade 60

Masonry

Mortar Type, ASTM C109 and C270	
Grout Strength at 28 Days, ASTM C1019 and C476.....	2500 psi
Prism Strength at 28 days, ASTM C1314.....	2000 psi

Structural Steel

High Strength Bolts, 10% of All Bolts	AISC Specs
Fillet Welds, 5/16" or Less, AWS D1.1	Visual
Fillet Welds, 3/8" or Greater, AWS 31.1	Dye Penetrant
Partial or Full Penetration Welds, AWS D1.1.....	Ultrasonic or Mag Particle

Wood Framing

Verify Lumber Grades	Visual
Shear Wall	Visual
Nailing Patterns.....	Visual
Light Gauge Metal Connectors	Visual

Light Gauge Framing

Verify Steel Gauges	Visual
Shear Wall Screw Patterns.....	Visual
Light Gauge Metal Connectors	Visual

Our personnel will be dispatched from our Brooklyn Heights facility, which is approximately 10 miles from the project site.

BUDGET ESTIMATE

Field Services				Qty	Units	Unit Cost	Est. Total
Foundation Technician	2	trips at 8	hours/trip	16	Hour	\$ 100.00	\$ 1,600.00
Concrete Technician	3	trips at 8	hours/trip	24	Hour	\$ 75.00	\$ 1,800.00
Masonry Technician	3	trips at 8	hours/trip	24	Hour	\$ 75.00	\$ 1,800.00
Structural Steel Technician	2	trips at 8	hours/trip	16	Hour	\$ 120.00	\$ 1,920.00
Vehicle/Trip Charge				10	Trip	\$ 25.00	\$ 250.00
Cylinder/Sample Pickup				3	Trip	\$ 90.00	\$ 270.00
Subtotal:						\$ 7,640.00	

Lab Services				Qty	Units	Unit Cost	Est. Total
Concrete Cylinder Break	3	sets at 5	cyls/set	15	Each	\$ 20.00	\$ 300.00
Grout Prisms	3	sets at 4	prisms/set	12	Each	\$ 20.00	\$ 240.00
Mortar Cubes	3	sets at 3	cubes/set	9	Each	\$ 20.00	\$ 180.00
Sieve Analysis with Hydrometer				1	Each	\$ 125.00	\$ 125.00
Atterberg Limits				1	Each	\$ 110.00	\$ 110.00
Standard Proctor				1	Each	\$ 150.00	\$ 150.00
Subtotal:						\$ 1,105.00	

Engineering/Management Services				Qty	Units	Unit Cost	Est. Total
Project Manager				5	Hour	\$ 130.00	\$ 650.00
Principal Engineer (PE)				3	Hour	\$ 185.00	\$ 555.00
Subtotal:						\$ 1,205.00	

Budget Estimate: \$ 9,950.00

The estimated cost for services as noted is **\$9,950** as a base budget. This estimate, based on the information provided, is provided for budgetary purposes only and is not to be considered a not-to-exceed amount. You only will be invoiced for units utilized. We will monitor our costs and inform you should the actual total approach the estimate provided.

UNIT PRICES

Field Services

Foundation/Bearing Technician	\$ 100.00/hour
Engineering Technician (Soils/Concrete/Masonry)	\$ 75.00/hour
Structural Steel/Wood Technician	\$ 120.00/hour
Vehicle/Trip Charge.....	\$ 25.00/trip
Cylinder/Sample Pickup	\$ 90.00/trip
Nuclear Moisture/Density Gauge.....	\$ 65.00/day



Laboratory Testing Services

Concrete Cylinder Break	\$ 20.00/each
Grout Prisms.....	\$ 20.00/each
Grout/Mortar Cubes	\$ 20.00/each
Sieve and Hydrometer	\$ 125.00/each
Atterberg Limits Test.....	\$ 110.00/each
Proctor	\$ 150.00/each

Engineering/Management

Project Manager.....	\$ 130.00/hour
Principal Engineer (PE)	\$ 185.00/hour

Notes

The client is responsible for providing ECS access to all testing areas.

The services previously described will be rendered portal to portal from our office in Brooklyn Heights (Cleveland), Ohio. All site visits are subject to a 4-hour onsite minimum. Visits greater than 4 hours will be subject to 8-hour minimums. Overtime beyond 8 hours per day, outside normal hours, and on Saturdays will be invoiced at a rate of 1.5 times the regular hourly rate indicated above. Sundays and holidays will be charged at 2 times the regular hourly rate indicated above.

Cancellations are subject to a 4-hour minimum charge and the nuclear gauge charge for scheduled compaction.

Engineering time of 0.5 hour at Project Manager rate and 0.25 hour at Principal Engineer rate per technician day will be included for report review, data evaluation, and contract administration.

Spare cylinders will be held for 56 days unless provisions have been made in advance and will be charged at the indicated rates due to handling and cure storage. Safety and curing of samples on the site are normally the responsibility of the contractor, unless other arrangements are made in advance.

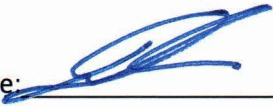
Prices for any services not included herein will be charged at ECS standard prices and can be quoted formally upon request.

Invoices will be issued on a monthly basis. Upon request, ECS can provide a separate invoice for services provided outside of the proposed scope of work. Invoices are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices also will display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring expenses as they relate to job progress.

**Please contact Ned Maras for Scheduling, giving a minimum 24-hours' notice to proceed.
_67Scheduling@ecslimited.com | Direct 216.912.5533 Office 216.741.7007**

PROPOSAL ACCEPTANCE

Proposal No.: 67:4802-CP Rev
Scope of Work: Construction Materials Testing and Special Inspections
Location: 9023 Brecksville Road, Brecksville, OH 44141

Client Signature:  Date: 12/3/24

Proposed Scope of Service	Individual Service Estimated Cost
Construction Materials Testing and Special Inspections	\$9,950 (billed per unit rates)

Please complete and return this page to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION
(Please Print or Type)

Name of Client: _____

Name of Contact Person: _____

Telephone No. of Contact Person: _____

Email Address of Contact Person: _____

Party Responsible for Payment: _____

Company Name: _____

Department: _____

Billing Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

Report Distribution:

Name: _____	Email: _____
Name: _____	Email: _____
Name: _____	Email: _____
Name: _____	Email: _____





ECS Midwest, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Midwest, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. ~~CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.~~

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

DMV

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. ~~CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.~~
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). ~~CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.~~
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. ~~To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.~~
- 12.0 SAFETY**
- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.
- 13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**
- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, ~~CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.~~
- 14.0 CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ~~ECS reserves the right to charge CLIENT an additional charge of one and one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.~~
- 15.7 ~~CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.~~
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.
- 16.0 DEFECTS IN SERVICE**
- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.
- 18.0 LIMITATION OF LIABILITY**
- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

to

State of Ohio

19.0 INDEMNIFICATION

19.1 Subject Section 19.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 ~~To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.~~

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5760

**AN ORDINANCE AUTHORIZING THE PURCHASE OF
PLAYGROUND EQUIPMENT FROM VARIOUS VENDORS
THROUGH THE SOURCEWELL PURCHASING COOPERATIVE;
AND DECLARING AN EMERGENCY**

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

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

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

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 Sourcewell Purchasing Cooperative, through its authorized vendor, Playground Equipment Services, said contract to be in such form as is approved by the Director of Law, for the purchase of the following playground equipment, as listed on their quote attached hereto as Exhibit "A":

Sourcewell Contract #010521-LTS

<u>ITEM</u>	<u>AMOUNT</u>
Viper	\$13,498.00
Cyclo Cone Plus Climber	19,688.00
Generation Swing Seat with Chain	1,105.28
Freight	<u>1,212.00</u>
Sub Total	\$35,503.28

SECTION 2. The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with the Sourcewell Purchasing Cooperative, through its authorized vendor, Penchura, L.L.C., said contract to be in such form as is approved by the Director of Law, for the purchase of the following playground equipment, as listed on their proposal attached hereto as Exhibit "A":

Sourcewell Contract #010521-LSI

<u>ITEM</u>	<u>AMOUNT</u>
Smart Play Nook	\$10,126.00
Smart Play Loft + Fire Station	43,644.00
Freight 2,650.00	
Less Sourcewell Discount	<u>(2,215.00)</u>
Sub Total	\$54,205.00

SECTION 3. The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with the Sourcewell Purchasing Cooperative, through its authorized vendor, Snider Recreation Inc., said contract to be in such form as is approved by the Director of Law, for the purchase of the following playground equipment, as listed on their estimate attached hereto as Exhibit "A":

Sourcewell Contract #010521-BUR

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5760

<u>ITEM</u>	<u>AMOUNT</u>
Play Design NU-3476	\$174,542.00
Play Design UIN-3433 with roof	133,565.00
Play Design ST-3213 with roof	54,535.00
Inclusive Orbit	14,550.00
Level X Climber	64,363.00
Orb Rocker	9,608.00
Zipventure Duo	35,708.00
Swings 12,582.00	
Shipping Charges	9,500.00
Less Sourcewell Discount	(74,915.00)
Less Additional Discount based on volume	(18,000.00)
Sub Total	\$416,038.00
 <u>GRAND TOTAL</u>	
	<u>\$505,746.28</u>

SECTION 4. Council hereby appropriates sufficient funds to effectuate the provisions contained in Sections 1, 2 and 3 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 Sections 1, 2 and 3 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Sections 1, 2 and 3 hereof, said amounts to be charged to the appropriately designated Fund.


SECTION 5. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for a scoreboard for the athletic fields, 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: December 3, 2024

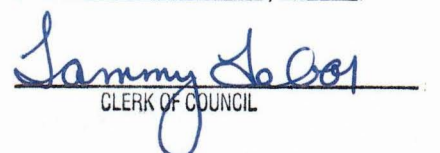
APPROVED: December 3, 2024



MAYOR


CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5760 duly passed by the Council of the City of Brecksville, Ohio, on 12-3, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-6, 2024.


CLERK OF COUNCIL



QUOTE

3460 Oakmedow, Cincinnati OH 45239

Office: 513-923-2333

rob.tebbe@playgroundequipmentservices.com

Prepared by: Steve Stigler

www.playgroundequipmentservices.com

Quote for: City of Brecksville

Phone:

Re: Playground Equipment

Email:

Contact:

Note: Sourcewell Pricing is at 7% Discount of List

MR Part # / Item #	Description	Unit	List Price	Price at 15% Discount	Price
2015	Viper	1	\$15,880.00	\$13,498.00	\$13,498.00
3064	Cyclo Cone Plus Climber	1	\$23,163.00	\$19,688.00	\$19,688.00
	Freight				\$1,164.00
				TOTAL	\$ 34,350.00

Pre-payment on parts orders prior to processing order

50% deposit on new projects

Quote Acceptance:

Name

Color Scheme Acceptance:

Name

Date

Sourcewell

Awarded Contract

Contract # 010521-LTS

Play Power, Inc.



QUOTE

3460 Oakmedow, Cincinnati OH 45239

Office: 513-923-2333

rob.tebbe@playgroundequipmentservices.com

Prepared by: Steve Stigler

www.playgroundequipmentservices.com

Quote for: City of Brecksville

Phone:

Re: Generation Swing

Email:

Contact:

Note: Sourcewell Pricing is at 7% Discount of List

MR Part # / Item #	Description	Unit	List Price	Price at 12% Discount	Price
2760	Generation Swing Seat with Chain		\$1,256.00		\$1,105.28
	Freight				\$48.00
Pre-payment on parts orders prior to processing order				TOTAL	\$ 1,153.28
50% deposit on new projects					

Quote Acceptance:

Name

Color Scheme Acceptance:

Name

Date



Play Power, Inc.

EXHIBIT "A"



Make all P.O.s, Contracts, and Checks to:
Penchura, L.L.C.
 889 S. Old US 23
 Brighton, MI 48114

Proposal

Date	Project #
10/29/2024	24-1684

Bill To
City of Brecksville Monica Bartkiewicz 1 Community Drive, Brecksville, Ohio 44141

Ship To
City of Brecksville Mike 3500 Oakes Rd. Brecksville, Ohio 44141

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Tom Tupa	(440) 546-2323		Net 30		JK

Item	Description	Qty	Weight	Price	Total
223856A	Smart Play Nook 6-23 Month Direct Bury			10,126.00	10,126.00
233077A	Smart Play Loft + Fire Station			43,644.00	43,644.00
Freight	Freight			2,650.00	2,650.00
Sourcewell Dis...	Sourcewell Discount Contract #010521-LSI <i>Landscape Structures Inc.</i>			-2,215.00	-2,215.00
Note	Call Joe Kickel receiving 440-526-2662			0.00	0.00

Proposal good for 30 days.
 Ship Via: common carrier
 Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

Subtotal	\$54,205.00
Sales Tax (0.0%)	\$0.00
Total	\$54,205.00

Credit Card fee of 3% on all payments using a CC.

AMX fee of 5% on all payments using AMX

889 S. Old US 23, Brighton, MI 48114
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529

EXHIBIT "A"



Snider Recreation Inc.

10139 Royalton Road, Suite K
North Royalton, OH 44133

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159
www.cvsnider.com
info@cvsnider.com

Estimate

Date	Estimate #
11/13/2024	15853

Name / Address
City of Brecksville Brecksville Recreation Dept. 4450 Oakes Road Brecksville, OH 44141

Ship To
City of Brecksville 1 Community Drive Brecksville, OH 44141 Rachele Engle- 440-546-2323

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Net 30	JS	440-546-2007	440-546-2000		Cuyahoga, OH

Item	Description	Qty	Rate	Total
	Sourcewell: 010521-BUR Member ID: 70749			
	<i>BCI Burke Company, LLC</i>			
BCI Burke	Play Design NU-3476	1	174,542.00	174,542.00
Discount Recreation	Sourcewell Discount		-26,181.00	-26,181.00
BCI Burke	Play Design NUIN-3433 with roof	1	133,565.00	133,565.00
Discount Recreation	Sourcewell Discount		-20,034.00	-20,034.00
BCI Burke	Play Design SY-3213 with roof	1	54,535.00	54,535.00
Discount Recreation	Sourcewell Discount		-8,180.00	-8,180.00
560-0051	Inclusive Orbit	1	14,550.00	14,550.00
Discount Recreation	Sourcewell Discount		-2,182.00	-2,182.00
560-2588	Level X Climber	1	64,363.00	64,363.00
Discount Recreation	Sourcewell Discount		-9,654.00	-9,654.00
570-2745	Orb Rocker	1	9,608.00	9,608.00
Discount Recreation	Sourcewell Discount		-1,441.00	-1,441.00
BCI Burke	Zipventure Duo	1	35,708.00	35,708.00
Discount Recreation	Sourcewell Discount		-5,356.00	-5,356.00
BCI Burke	Swings - one two bay set, one three bay set, two tot seats, one freedom seat, 1 jennswing seat, 5 belt seats	1	12,582.00	12,582.00
Discount Recreation	Sourcewell Discount		-1,887.00	-1,887.00
Freight	Shipping Charges	1	9,500.00	9,500.00
Discount Recreation	Additional Discount based on volume		-18,000.00	-18,000.00
	Payment for equipment items will be due within 30 days after the products ship.			

If tax exempt certificate is not provided appropriate sales tax will be charged. Quote valid for 30 days.

Freight subject to fuel charge. Payment via credit card will incur an additional 3% administrative fee.

Subtotal	\$416,038.00
Sales Tax (8.0%)	\$0.00
Total	\$416,038.00

FEIN 46-5631661