

**ORDINANCE RECORD**

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5769

**AN ORDINANCE TO ACCEPT AND DEDICATE REAL PROPERTY FROM VA LAND, LLC AS ROADWAY RIGHT-OF-WAY FOR THE WIDENING OF MILLER ROAD LOCATED IN THE CITY OF BRECKSVILLE, OHIO; AND DECLARING AN EMERGENCY**

**WHEREAS**, VA Land, LLC is the owner of real property located within the City of Brecksville, Ohio known as Parcel 604-09-016; and

**WHEREAS**, VA Land, LLC has transferred a 0.1326 acre portion of said Parcel 604-09-016 to the City of Brecksville, Ohio on May 9, 2022 through the Cuyahoga County Fiscal Office Instrument No. 202205090592; and

**WHEREAS**, the City Council of the City of Brecksville, Ohio deems it in the public interest and would promote the health, safety, and welfare of the residents of Brecksville to accept and dedicate said portion as roadway right-of-way.

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

**SECTION 1.** The City of Brecksville, Ohio, by and through its City Council, hereby accepts and dedicates said 0.1326 acre portion of Parcel 604-09-016 as described in Exhibit A as roadway right-of-way, for the widening of Miller Road in the City of Brecksville, Ohio.

**SECTION 2.** The Assistant Law Director is hereby directed to record this Ordinance and Exhibit A with the Cuyahoga County Fiscal Office after adoption by City Council.

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

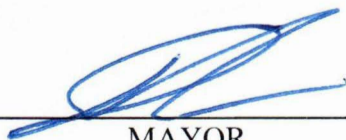
PASSED: March 4, 2025


First Reading: February 4, 2025

Second Reading: February 18, 2025

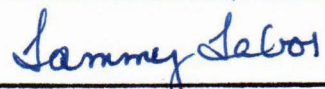
APPROVED: March 4, 2025

Third Reading: March 4, 2025

  
MAYOR

  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5769 duly passed by the Council of the City of Brecksville, Ohio, on 3-4, 20 25 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-6, 20 25.

  
CLERK OF COUNCIL

**EXHIBIT A**

Page 1 of 3

**Legal Description of 0.1326 Acre Portion of Parcel 604-09-016**

Situated in the City of Brecksville, County of Cuyahoga, State of Ohio and being a part of the Township 5N, Range 12W Original Brecksville Township Lot 55 and being known as part of a parcel on the left side of centerline of Miller Road conveyed to VA Land, LLC, an Ohio Limited Liability Company by deed dated October 12, 2020 and recorded in Instrument No. 202010140721 of Cuyahoga County Records and more particularly bounded and described as follows:

Commencing for reference at a monument box with a 3/4" iron pin at the intersection of Miller Road centerline of right of way with the centerline of right of way of Brecksville Road (S.R. 21) which point is also the northeast corner of Original Lot 60 and southeast corner of Original Lot 55 at Station 100+00.60 centerline of Miller Road; thence along the centerline of right of way of Miller Road South 89 degrees 36 minutes 54 seconds West a distance of 1546.84 feet to Station 84+53.76 Miller Road centerline of right of way and TRUE POINT OF BEGINNING of the parcel herein:

1. Thence, continuing along the Miller Road centerline of right of way, South 89 degrees 36 minutes 54 seconds West, 67.99 feet to a point at the existing Western property line of the VA Land, LLC parcel at Station 83+85.77 Miller Road centerline of right of way;
2. Thence, along the existing Western property line of the VA Land, LLC parcel, North 00 degrees 19 minutes 36 seconds West, passing through an existing 5/8" iron pin found at 50.00 feet (0.11 feet N, 0.01 feet W), 125.00 feet to an iron pin set at a point at the intersection with the Northern right of way line of the access roadway to the VA Land, LLC property at Station 83+85.90, 125.00 feet left;



## **EXHIBIT A**

Page 2 of 3

3. Thence, along the Northern right of way of the access roadway to the VA Land, LLC property North 89 degrees 36 minutes 54 seconds East, 28.30 feet to an iron pin set at the proposed Eastern right of way line of the access roadway to the VA Land, LLC property at Station 84+14.20, 125.00 feet left;
4. Thence, along the proposed Eastern right of way line of the access roadway to the VA Land, LLC property South 00 degrees 06 minutes 32 seconds East, 39.83 feet to an iron pin set at the point of curvature to the left at Station 84+14.01, 85.17 feet left of Miller Road centerline of right of way;
5. Thence, continuing along the proposed right of way along a curve to the left with a delta of 90 degrees 16 minutes 34 seconds, a radius of 35.00 feet, an arc length of 55.15 feet, and a chord bearing of South 45 degrees, 14 minutes 49 seconds East, 49.62 feet to an iron pin set at the point of intersection with the existing Miller Road northern right of way at Station 84+49.01, 50.00 feet left of Miller Road centerline of right of way;
6. Thence, along the existing Northern right of way line of Miller Road North 89 degrees 36 minutes 54 seconds East, 4.75 feet to an iron pin set at the intersection with the new Western property line of the VA Land, LLC at Station 84+53.76, 50.00 feet left of Miller Road centerline of right of way;
7. Thence, South 00 degrees 23 minutes 06 seconds East, 50.00 feet along the new Western property line of the VA Land, LLC to the TRUE POINT OF BEGINNING and enclosing an area of 0.1326 acres, more or less, of which 0.0780 acres is present road occupied, and is a portion of the Cuyahoga County Auditor's Parcel 604-09-016.

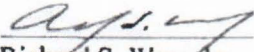
Bearings for the above description are based upon Grid North of the Ohio State Plane Coordinates System, North Zone, NAD83 (2011) Adjustment.

Stations referred to in the above description are based upon the Miller Road centerline of right of way, as shown on the State of Ohio, Department of Transportation Right of Way Plan CUY-77-00.42.

"Iron Pin Set" in the above description is a ¼ inch by 30 inch reinforcing rod with 2 inch aluminum cap stamped "ODOT R/W" and "Euthenics, Inc. P.S. No. 8217".

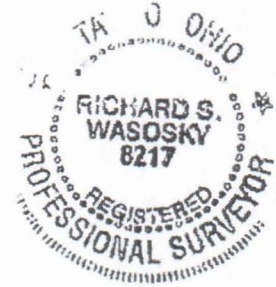
This description was prepared and reviewed under the supervision of Richard S. Wasosky, P.S., Registered Surveyor No. 8217, and is based on survey made by Euthenics, Inc. between January 2021 and March 2021 for the Ohio Department of Transportation.

**EXHIBIT A**


  
Richard S. Wasosky

08/31/21  
Date

Professional Land Surveyor No. 8217



May 9, 2022

COUNTY ENGINEER TAX MAP DIVISION  
LEGAL DESCRIPTION APPROVED FOR **SPLIT**   
BY. DEED  MAP  PLAT



**ORDINANCE RECORD**  
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5771

**AN ORDINANCE TO ACCEPT AND DEDICATE REAL  
PROPERTY FROM 6850 MILLER ROAD HOLDING  
COMPANY, LLC AS ROADWAY RIGHT-OF-WAY  
FOR THE WIDENING OF MILLER ROAD LOCATED  
IN THE CITY OF BRECKSVILLE, OHIO;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the 6850 Miller Road Holding Company, LLC is the owner of real property located within the City of Brecksville, Ohio known as Parcel 604-17-003; and

**WHEREAS**, the 6850 Miller Road Holding Company, LLC has transferred a .0696 acre portion of said Parcel 604-17-003 to the City of Brecksville, Ohio on June 17, 2022 through the Cuyahoga County Fiscal Office Instrument No. 202206170548; and

**WHEREAS**, the City Council of the City of Brecksville, Ohio deems it in the public interest and would promote the health, safety, and welfare of the residents of Brecksville to accept and dedicate said portion as roadway right-of-way.

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

**SECTION 1.** The City of Brecksville, Ohio, by and through its City Council, hereby accepts and dedicates said .0696 acre portion of Parcel 604-17-003 as described in Exhibit A as roadway right-of-way, for the widening of Miller Road in the City of Brecksville, Ohio.

**SECTION 2.** The Assistant Law Director is hereby directed to record this Ordinance and Exhibit A with the Cuyahoga County Fiscal Office after adoption by City Council.

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

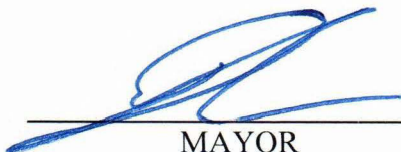
PASSED: March 4, 2025

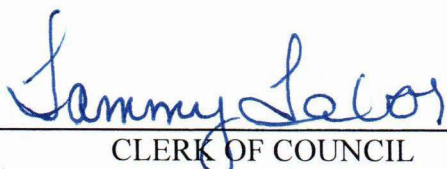
First Reading: February 4, 2025

Second Reading: February 18, 2025

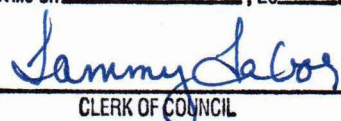
APPROVED: March 4, 2025

Third Reading: March 4, 2025

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5771 duly passed by the Council of the City of Brecksville, Ohio, on 3-4, 20 25 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-6, 20 25

  
\_\_\_\_\_  
CLERK OF COUNCIL

## **EXHIBIT A**

Page 1 of 2

### **LEGAL DESCRIPTIONS OF 0.0696 ACRE PORTION OF PARCEL 604-17-003**

**(0.0422 Acres & 0.0274 Acres)**

#### **1. Legal Description of 0.0422 Acre Portion of the 0.0696 Portion of Parcel 604-17-003**

Situated in the City of Brecksville, County of Cuyahoga, State of Ohio and being a part of the Township 5N, Range 12W Original Brecksville Township Lot 60 and being known as part of a parcel on the right side of centerline of Miller Road conveyed to CrossCountry Mortgage Inc., an Ohio Corporation by deed dated May 7, 2010 and recorded in Instrument No. 201005070623 of Cuyahoga County Records and more particularly bounded and described as follows:

Commencing for reference at a monument box with a 3/4" iron pin at the intersection of Miller Road centerline of right of way with the centerline of right of way of Brecksville Road (S.R. 21) which point is also the northeast corner of Original Lot 60 at Station 100+00.60 centerline of Miller Road; thence along the centerline of right of way of Miller Road South 89 degrees 36 minutes 54 seconds West a distance of 1546.84 feet to Station 84+53.76 Miller Road centerline of right of way and TRUE POINT OF BEGINNING of the parcel herein:

1. Thence, South 00 degrees 23 minutes 06 seconds East 30.00 feet to the original Southern highway easement line of Miller Road at Station 84+53.76, 30.00 feet right of Miller Road centerline of right of way;
2. Thence, along the original Southern highway easement line of Miller Road, South 89 degrees 36 minutes 54 seconds West, 61.31 feet to the Western property line of the CrossCountry Mortgage, Inc., an Ohio Corporation parcel at Station 83+92.45, 30.00 feet right of Miller Road centerline of right of way;



**EXHIBIT A**

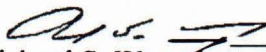
3. Thence, along the Western property line of CrossCountry Mortgage, Inc., an Ohio Corporation parcel, North 00 degrees 06 minutes 32 seconds West, 30.00 feet to the centerline of right of way of Miller Road and Northwest corner of the CrossCountry Mortgage, Inc. parcel at Station 83+92.60 Miller Road centerline of right of way;
4. Thence, along the centerline of right of way of Miller Road, North 89 degrees 36 minutes 54 seconds East, 61.16 feet to the TRUE POINT OF BEGINNING and enclosing an area of 0.0422 acres, more or less, of which 0.0422 acres is present road occupied, and is a portion of the Cuyahoga County Auditor's Parcel 604-17-003.

Bearings for the above description are based upon Grid North of the Ohio State Plane Coordinates System, North Zone, NAD83 (2011) Adjustment.

Stations referred to in the above description are based upon the Miller Road centerline of right of way, as shown on the State of Ohio, Department of Transportation Right of Way Plan CUY-77-00.42.

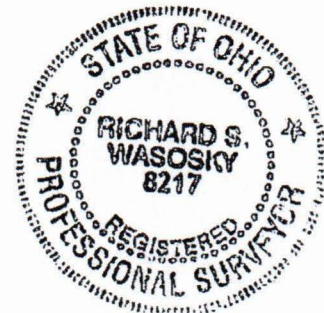
"Iron Pin Set" in the above description is a 3/4 inch by 30 inch reinforcing rod with 2 inch aluminum cap stamped "ODOT R/W" and "Euthenics, Inc. P.S. No. 8217".

This description was prepared and reviewed under the supervision of Richard S. Wasosky, P.S., Registered Surveyor No. 8217, and is based on survey made by Euthenics, Inc. between January 2021 and March 2021 for the Ohio Department of Transportation.

  
Richard S. Wasosky

08/31/21  
Date

Professional Land Surveyor No. 8217



6/17/2022  
COUNTY ENGINEER TAX MAP DIVISION  
LEGAL DESCRIPTION APPROVED FOR SPLIT [ DB ]  
BY: DEED  MAP  PLAT

**EXHIBIT A**

Page 1 of 3

**LEGAL DESCRIPTIONS OF 0.0696 ACRE PORTION OF PARCEL 604-17-003**

**(0.0422 Acres & 0.0274 Acres)**

**2. Legal Description of 0.0274 Acre Portion of the 0.0696 Portion of Parcel 604-17-003**

Situated in the City of Brecksville, County of Cuyahoga, State of Ohio and being a part of the Township 5N, Range 12W Original Brecksville Township Lot 60 and being known as part of a parcel on the right side of centerline of Miller Road conveyed to CrossCountry Mortgage Inc., an Ohio Corporation by deed dated May 7, 2010 and recorded in Instrument No. 201005070623 of Cuyahoga County Records and more particularly bounded and described as follows:

Commencing for reference at a monument box with a ¼" iron pin at the intersection of Miller Road centerline of right of way with the centerline of right of way of Brecksville Road (S.R. 21) which point is also the northeast corner of Original Lot 60 at Station 100+00.60 centerline of Miller Road; thence along the centerline of right of way of Miller Road South 89 degrees 36 minutes 54 seconds West a distance of 1546.84 feet to Station 84+53.76 Miller Road centerline of right of way; thence South 00 degrees 23 minutes 06 seconds East, 50.00 feet to a point on the existing Southern right of way of Miller Road at Station 84+53.76, 50.00 feet right of Miller Road centerline of right of way; thence along the existing Southern right of way of Miller Road South 89 degrees 36 minutes 54 seconds West, 17.57 feet to an iron pin set at the point of curvature at Station 84+36.19, 50.00 feet right of Miller Road centerline of right of way and TRUE POINT OF BEGINNING of the parcel herein:

1. Thence, along the curve to the left with a delta of 89 degrees 43 minutes 26 seconds, a radius of 34.00 feet, an arc length of 53.24 feet, and a chord bearing of South 44 degree 45 minutes 11 seconds West, 47.97 feet to an iron pin set at the point of tangency of the proposed Eastern right of way of Southpointe Parkway at Station 84+02.19, 83.84 feet right of Miller Road centerline of right of way;



**EXHIBIT A**

2. Thence, continuing along the proposed Eastern right of way of Southpointe Parkway, South 00 degrees 06 minutes 22 seconds East, 61.16 feet to an iron pin set at Station 84+01.90, 145.00 feet right of Miller Road centerline of right of way;
3. Thence, South 89 degrees 36 minutes 54 seconds West, 10.00 feet along the proposed right of way to an iron pin set in the existing Eastern right of way of Southpointe Parkway at Station 83+91.90, 145.00 feet right of Miller Road centerline of right of way;
4. Thence, along the existing Eastern right of way of Southpointe Parkway which is also the West property line of the CrossCountry Mortgage, Inc., an Ohio Corporation, North 00 degrees 06 minutes 32 seconds West, 95.00 feet to the intersection with the existing Miller Road Southern right of way line, said point also being the Northwest corner of the CrossCountry Mortgage, Inc., an Ohio Corporation parcel at Station 83+92.35, 50.00 feet right of Miller Road centerline of right of way;
5. Thence, along the existing Southern right of way of Miller Road, North 89 degrees 36 minutes 54 seconds East, 43.84 feet to the TRUE POINT OF BEGINNING and enclosing an area of 0.0274 acres, more or less, none of which is present road occupied, and is a portion of the Cuyahoga County Auditor's Parcel 604-17-003.

Bearings for the above description are based upon Grid North of the Ohio State Plane Coordinates System, North Zone, NAD83 (2011) Adjustment.

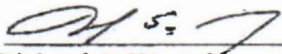
Stations referred to in the above description are based upon the Miller Road centerline of right of way, as shown on the State of Ohio, Department of Transportation Right of Way Plan CUY-77-00.42.

"Iron Pin Set" in the above description is a ¼ inch by 30 inch reinforcing rod with 2 inch aluminum cap stamped "ODOT R/W" and "Euthenics, Inc. P.S. No. 8217".

This description was prepared and reviewed under the supervision of Richard S. Wasosky, P.S., Registered Surveyor No. 8217, and is based on survey made by Euthenics, Inc. between January 2021 and March 2021 for the Ohio Department of Transportation.

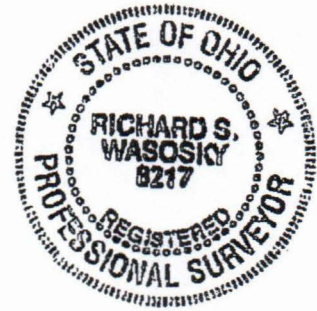
6/19/2022  
COUNTY ENGINEER TAX MAP DIVISION  
LEGAL DESCRIPTION APPROVED FOR  SPLIT    
BY: DEED  MAP  PLAT

**EXHIBIT A**

  
Richard S. Wasosky

08/31/21  
Date

Professional Land Surveyor No. 8217





**ORDINANCE RECORD**

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5772

**AN ORDINANCE AMENDING SECTION 1313.011 OF THE BUILDING CODE TO ALLOW THE BUILDING DEPARTMENT TO POST APPLICATION MARKERS ON AN APPLICANT'S PROPERTY, TO ADD A LISTING OF PERMITS THAT REQUIRE SUCH POSTING AND TO ADD A PERMIT APPLICATION FEE; 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.** That Section 1313.011 of the Building Code be amended to read as follows:

**"Sec. 1313.011. - Permit application markers.**

Prior to the issuance of a building permit as provided for in § 1313.01, the property owner or lessee of the premises whereon construction is proposed, shall ~~cause~~ **authorize** to be placed upon such premises a building permit application marker on which shall be provided the address of the applicant for a building permit, the type structure proposed to be constructed, permit number and the date of issuance of such application marker, and that such marker shall be conspicuously displayed for a period of no less than ten days prior to the issuance of a building permit. The building permit application marker shall be posted outside of the right-of-way line but not more than 25 feet from the curb or edge of pavement and at a height of three to five feet above existing grade in order that the same is conspicuous to any interested person. **Typical permits that fall into this category, but not limited to, are as follows: New Single Family Dwellings, Additions/Outdoor Kitchens/Fireplace, Sunrooms, Decks, Swimming Pools In Ground and Above Ground, Pool houses, Hot Tub/Spa, Generators, Fences, Sheds, Garages, Gazebos/Pavilion/Pergula, Water Features/Ponds/Waterfalls, Retaining Walls, Swing/Play sets 5' or more in height, Tree houses, Chicken coops, Accessory structures, or other similar exterior projects. A permit application marker/sign fee of \$5.00 shall be paid at the time of the permit application submittal.**

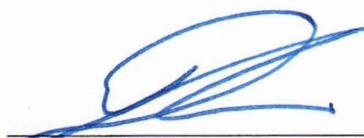
**SECTION 2.** That all other ordinances or resolutions inconsistent herewith be, and the same hereby is, repealed.

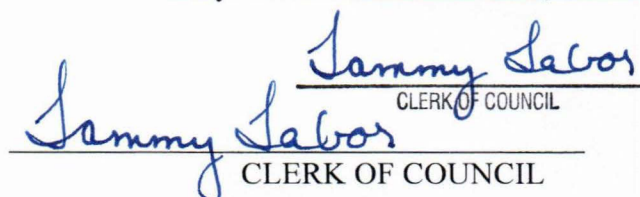
**SECTION 3.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it relates to the need to update the permitting process, therefore, said Ordinance shall be in full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

PASSED: March 4, 2025

APPROVED: March 4, 2025

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5772 duly passed by the Council of the City of Brecksville, Ohio, on 3-4, 20 25 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-6, 20 25.

  
MAYOR

  
CLERK OF COUNCIL



# ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5773

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**AN ORDINANCE ACCEPTING THE BIDS OF  
KONSTRUCTION KING, J.D. STRIPING &  
SERVICES, CROSSROADS ASPHALT  
RECYCLING INC., GEAUGA HIGHWAY CO.,  
AND CUYAHOGA FENCE LLC FOR VARIOUS  
PORTIONS OF THE 2025 ROAD MAINTENANCE  
PROGRAM FOR THE SERVICE DEPARTMENT OF  
THE CITY OF BRECKSVILLE; AND DECLARING  
AN EMERGENCY**

WHEREAS, pursuant to the publication of bids, according to law, bids for various portions of the 2025 Road Maintenance Program for the Service Department of the City of Brecksville in accordance with the specifications on file in the office of the Director of Purchasing, were received and opened according to law at 10:00 o'clock A. M. on February 7, 2025, and it being determined that the bids of Konstruction King, J.D. Striping & Services, Crossroads Asphalt Recycling, Inc., Geauga Highway Co. and Cuyahoga Fence LLC are the lowest and best bids.

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

**SECTION 1.** The bid of Konstruction King, Inc. dated February 7, 2025, for various types of Concrete Repairs, in an amount not to exceed \$679,985.00, in accordance with the specifications on file in the office of the Director of Purchasing, be and the same is hereby accepted.

**SECTION 2.** The bid of J.D. Striping & Services dated February 7, 2025, for the Pavement Markings of various city streets, in an amount not to exceed \$122,105.35, all in accordance with the specifications on file in the office of the Director of Purchasing, be and the same is hereby accepted.

**SECTION 3.** The bids of Crossroads Asphalt Recycling, Inc. dated February 7, 2025, for Asphalt Pavement Interseal (Chip Seal), in an amount not to exceed \$36,838.88, and Tack Coat Delivered & Placed, in an amount not to exceed \$27,883.56, in accordance with the specifications on file in the office of the Director of Purchasing, be and the same are hereby accepted.

**SECTION 4.** The bid of Geauga Highway Co. dated February 7, 2025, for Pavement Planing, in an amount not to exceed \$105,233.88, in accordance with the specifications on file in the office of the Director of Purchasing, be and the same is hereby accepted.

**SECTION 5.** The bid of Cuyahoga Fence LLC dated February 7, 2025, for Guardrail Reconstruction & Replacement in an amount not to exceed \$33,193.75, in accordance with the specifications on file in the office of the Director of Purchasing, be and the same is hereby accepted.



**ORDINANCE RECORD**

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5773


**SECTION 6.** The Mayor be and hereby is authorized and directed to enter nto contracts on behalf of the City of Brecksville with the said Konstruction King, J.D. Striping & Services, Crossroads Asphalt Recycling, Inc., Geauga Highway Co. and Cuyahoga Fence LLC, as set forth in Sections 1 through 5 hereof, said contracts to be in such form as is approved by the Director of Law.

**SECTION 7.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Sections 1 through 5 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 through 5 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Sections 1 through 5 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 8.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that the same relates to the need for a road program, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: March 4, 2025

APPROVED: March 4, 2025

  
MAYOR

  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5773 duly passed by the Council of the City of Brecksville, Ohio, on 3-4, 20 25 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-6, 20 25.

  
CLERK OF COUNCIL

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Resolution No. 5664

**A RESOLUTION ACCEPTING A TEMPORARY GRADING  
AND ACCESS EASEMENT ACROSS CERTAIN LANDS  
OWNED BY ROBERT S. AND SARAH E. ARRIGHI  
AND KNOWN AS PPN 605-25-001; AND DECLARING  
AN EMERGENCY**

**WHEREAS**, the City of Brecksville must accept a temporary easement across certain lands owned by Robert S. and Sarah E. Arrighi to undertake a Snowville Road Lowering Project.

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

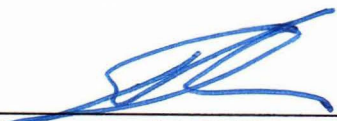
**SECTION 1.** The Mayor be, and hereby is, authorized to accept a Temporary Grading and Access Easement across certain lands owned by Robert S. and Sarah E. Arrighi and known as PPN 605-25-001, a copy of which Temporary Grading and Access Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."


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

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement for access 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.

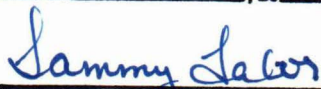
PASSED: March 4, 2025

APPROVED: March 4, 2025

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5664 duly passed by the Council of the City of Brecksville, Ohio, on 3-4, 20 25 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-6, 20 25.

  
\_\_\_\_\_  
CLERK OF COUNCIL



## EXHIBIT "A"

### TEMPORARY GRADING & ACCESS EASEMENT ACROSS CERTAIN LANDS OWNED BY

**ROBERT S. & SARAH E. ARRIGHI**

(Permanent Parcel No. 605-25-001)

This Temporary Grading & Access Easement is made this 4 day of March, 2025, by Robert S. & Sarah E. Arrighi, together with their heirs, administrators, executors, successors and assigns (hereinafter collectively referred to as "Grantor") who are the owners of certain land by deed recorded as A.F.N. 200909180601 of Cuyahoga County Records, (hereinafter referred to as "Premises"), in consideration of the sum of two thousand eight hundred dollars (\$2,800.00) the receipt of which is acknowledged by Grantor, and for other good and valuable consideration received to their full satisfaction, do hereby give, grant, bargain and convey, unto the City of Brecksville (hereinafter referred to as "Grantee"), its successors and assigns, the temporary right and temporary easement to enter upon that portion of the Grantors' Premises, as described in Exhibit "A", attached hereto and expressly made a part hereof by reference (hereinafter referred to as the "Easement Area").

### WITNESSETH

**WHEREAS**, the City will be undertaking the Snowville Road Lowering Project (hereinafter referred to as "Project"), portions of which will involve the grantors' Property, and it is therefore necessary that the City be granted the temporary right to enter onto the Grantors' Property for the purposes related to such Project and other matters incident thereto:

**NOW, THEREFORE**, in exchange of the mutual covenants express herein the parties hereto agree as follows:

1. Grantor hereby grants to City the temporary right to enter onto certain areas of their Property delineated in the attached sketch, attached hereto, expressly made a part hereof by reference, and marked Exhibit A, (hereinafter the "Temporary Grading & Access Easement"), for the purposes of undertaking and constructing the Project and all matters incident and related thereto.
2. Grantors grants further permission to the City to store material and equipment within said easement area on the Property of the Grantor related to the construction of the Project. The Project shall be substantially complete within 120 days after initial mobilization. Access for final restoration and addressing project punch list items shall not exceed 180 days after initial mobilization.
3. It is further understood and agreed that the right to enter upon the Property and appurtenances thereto shall be for the limited purpose of the aforesaid Project and the other work to be performed by the City hereunder and this Temporary Grading & Access Easement and the rights granted to the

City shall terminate and be held for naught upon the completion of the Project as reasonably determined by the City Engineer.

4. As part of the negotiations for the easement, the City and Grantor agree to the following:
  - a. To improve safety in accessing the property, the Grantor agrees to allow the City to relocate the driveway from accessing via Snowville Road to via Dewey Road as generally depicted on Exhibit "B". The City and Grantor understands that this location may be adjusted pending field survey and final engineering plans. The driveway will be concrete meeting City specifications.
  - b. In association with the relocated driveway, the City agrees to allow the Grantor to construct a garage similar in location and shape to what is depicted in Exhibits "B" & "C". The Grantor agrees to prepare all necessary plans and submit to the City for all required Building Department approvals and obtain all necessary permits. By legislation of acceptance of this easement, Brecksville City Council approves all variances required for the Grantor to obtain said permits. This agreement establishes the general appearance and location of the proposed garage.
  - c. It is assumed the City will construct the driveway prior to the construction of the garage by the Grantor. The driveway will be constructed to the front of the anticipated garage location. It may be necessary for the Grantor to minimally extend and/or alter the end of the driveway to meet the proposed garage floor. The interim and future walk from the garage to the existing home is entirely the Grantor's responsibility.
  - d. The Grantor has requested the City minimize the grading along Snowville Road. To accomplish such, the grading in this area will be at a steeper 2.5H:1V slope with the exception of the area east of the existing drive. The grading at the eastern limit of the property will transition to a flatter slope to blend into the existing grade on the abutting property.
  - e. As part of the project, the existing Snowville Road driveway will be removed by the City and the driveway slot will be filled to a limit not exceeding the extension of the front wall of the house with the intent to leave a level front yard.
  - f. The City will restore the property as follows:
    - i. All areas of the 2.5H:1V slope area parallel to Snowville Road will be restored with Low Growing Slope Grass Mixture per ODOT 659.09-1 Class 3B.
    - ii. All other areas disturbed by construction will be restored with ODOT Lawn Mixture grass meeting ODOT 659.09-1 Class 1.
    - iii. All slope and lawn grass mixture will be placed on a prepared bed of topsoil meeting City specifications.



- g. The City is responsible for any damage and/or clean-up caused by the construction of the project. All cost associated with such shall be at the expense of the project. Any other items within the work limits damaged by construction shall be replaced/repared as part of construction.
- 5. The City will assume no obligation of maintenance as it related to the temporary easement area after the completion of the aforementioned project and acceptance by the City.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Brecksville Ohio,  
on the 18 day of February, 2025.

*Robert S. Arrighi*

Robert S. Arrighi

*Sarah Arrighi*

Sarah E. Arrighi

STATE OF OHIO )  
 )SS:  
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brecksville Ohio  
this 18 day of February, 2025.

*Tammy L Tabor*  
Notary Public



TAMMY L TABOR  
Notary Public, State of Ohio  
My Commission Expires  
August 9, 2028



CITY OF BRECKSVILLE

By: [Signature]  
Daryl J. Kingston Mayor

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

NOTARY PUBLIC

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brecksville Ohio, this 4 day of March, 2025.



TAMMY L. TABOR  
Notary Public, State of Ohio  
My Commission Expires  
August 9, 2028

[Signature]  
Notary Public

This Temporary Grading and Access Easement was authorized by Resolution No. 5664, adopted by the Council of the City of Brecksville on the 4 day of March, 2025.

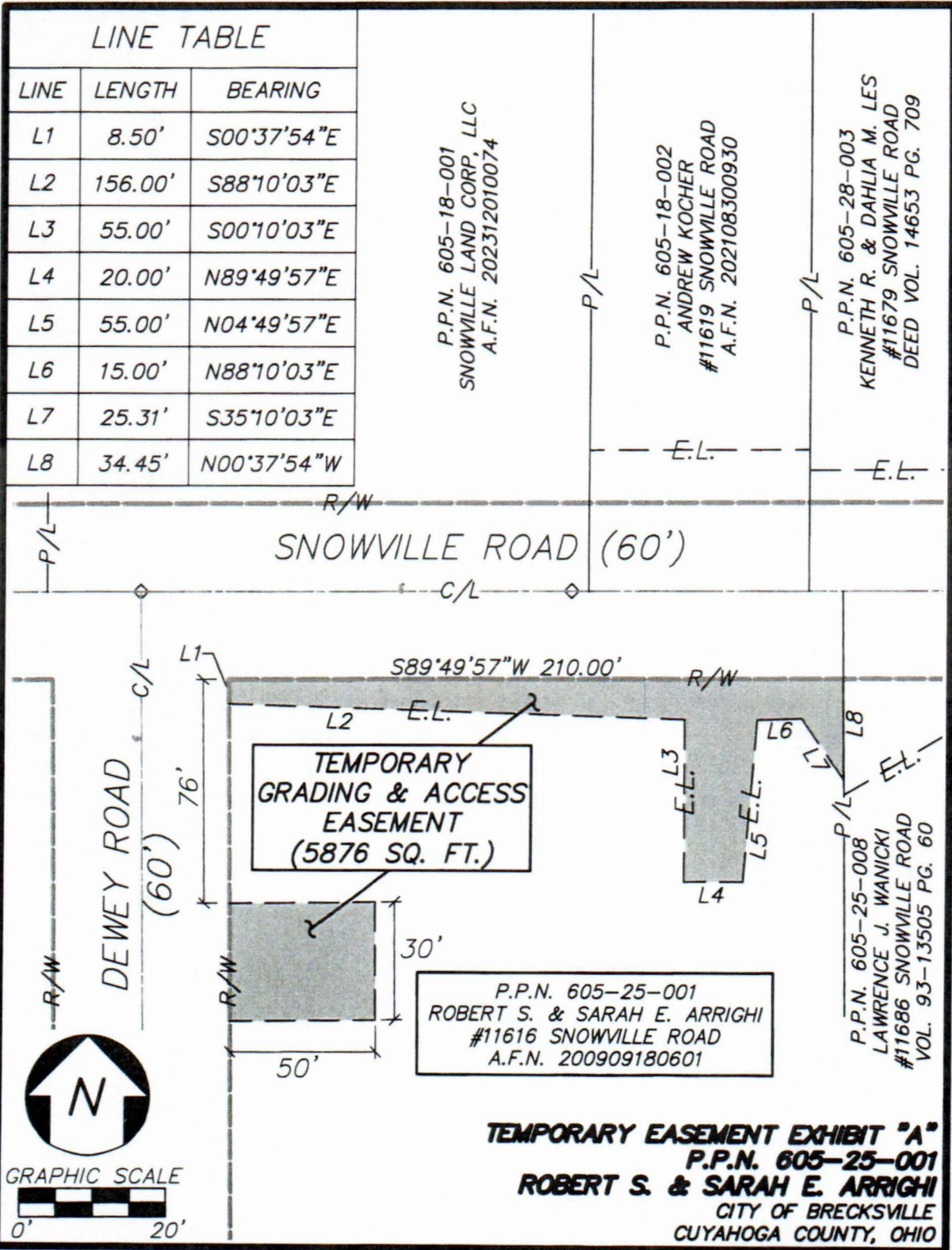
[Signature]  
Tammy Tabor, Clerk of Council

Approved as to Form:

[Signature]  
Law Director, City of Brecksville  
Law Director







LINE TABLE		
LINE	LENGTH	BEARING
L1	8.50'	S00°37'54"E
L2	156.00'	S88°10'03"E
L3	55.00'	S00°10'03"E
L4	20.00'	N89°49'57"E
L5	55.00'	N04°49'57"E
L6	15.00'	N88°10'03"E
L7	25.31'	S35°10'03"E
L8	34.45'	N00°37'54"W

P.P.N. 605-18-001  
 SNOWVILLE LAND CORP, LLC  
 A.F.N. 202312010074

P.P.N. 605-18-002  
 ANDREW KOCHER  
 #11619 SNOWVILLE ROAD  
 A.F.N. 202108300930

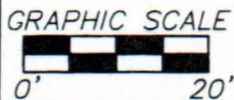
P.P.N. 605-28-003  
 KENNETH R. & DAHLIA M. LES  
 #11679 SNOWVILLE ROAD  
 DEED VOL. 14653 PG. 709

SNOWVILLE ROAD (60')

**TEMPORARY GRADING & ACCESS EASEMENT (5876 SQ. FT.)**

P.P.N. 605-25-001  
 ROBERT S. & SARAH E. ARRIGHI  
 #11616 SNOWVILLE ROAD  
 A.F.N. 200909180601

P.P.N. 605-25-008  
 LAWRENCE J. WANICKI  
 #11686 SNOWVILLE ROAD  
 VOL. 93-13505 PG. 60



**TEMPORARY EASEMENT EXHIBIT "A"**  
**P.P.N. 605-25-001**  
**ROBERT S. & SARAH E. ARRIGHI**  
 CITY OF BRECKSVILLE  
 CUYAHOGA COUNTY, OHIO

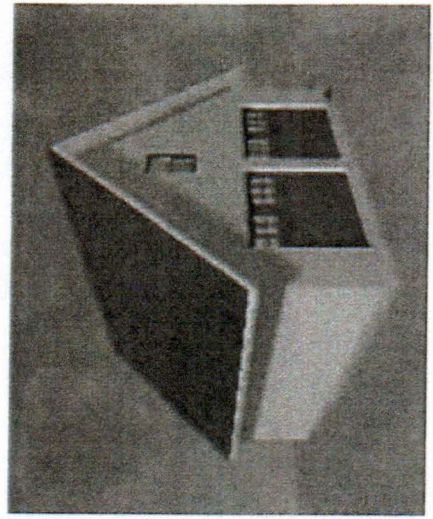
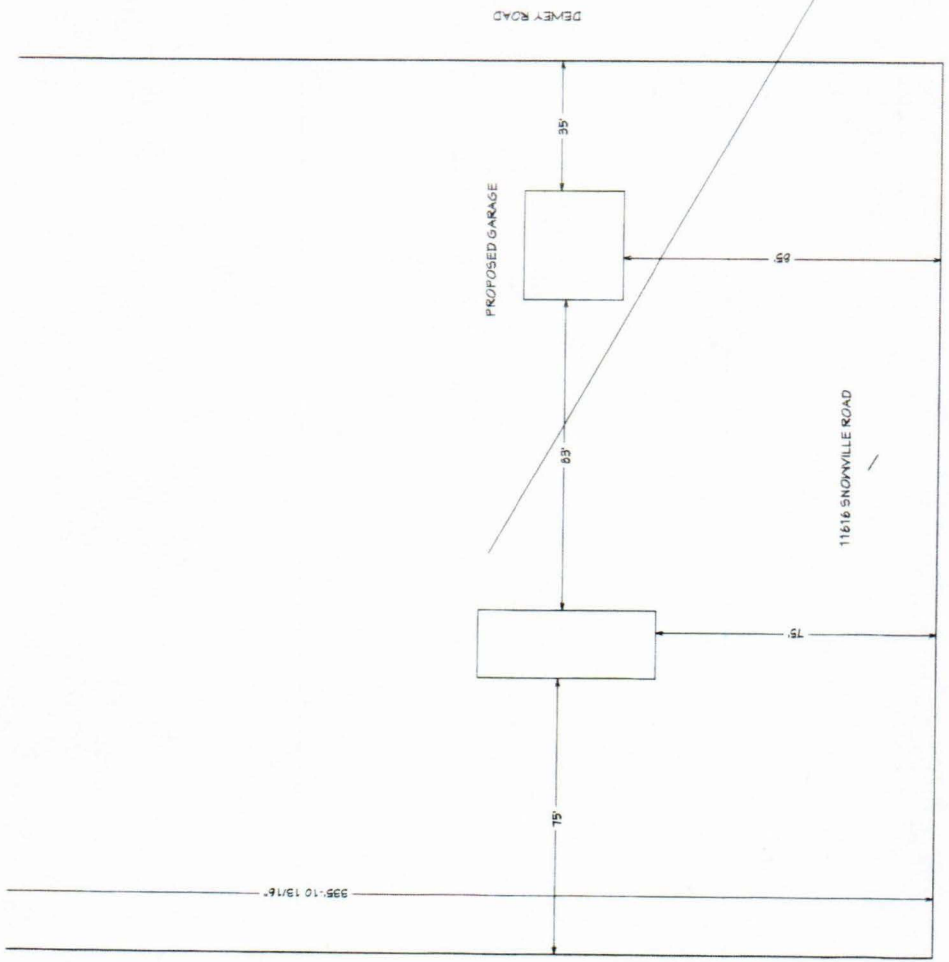






# Exhibit "C"

## SITE PLAN no scale

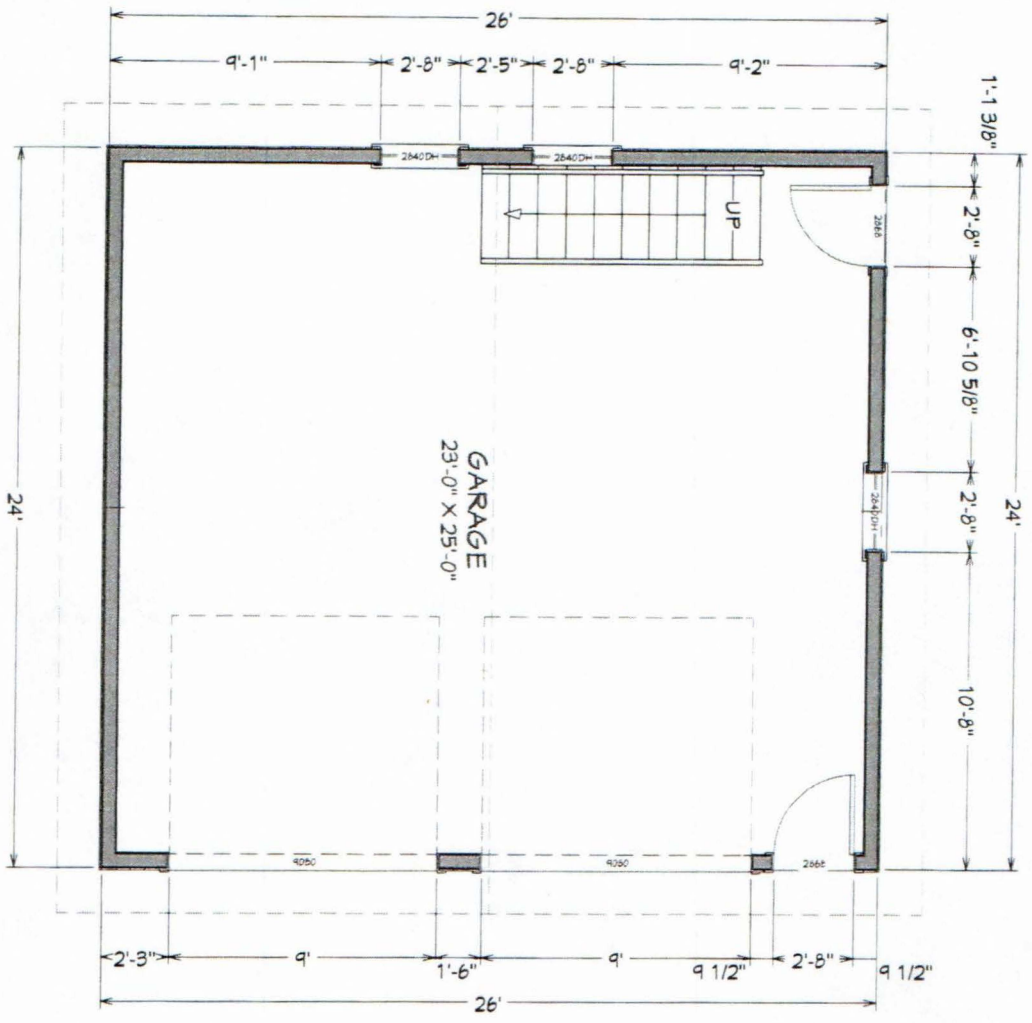


3 D VIEW OF PROPOSED GARAGE

DRAWING INDEX	
PAGE 1--	COVER and SITE PLAN
PAGE 2--	GARAGE FLOOR PLAN
PAGE 3--	FRAMING PLAN
PAGE 4--	ELECTRICAL

Drawn by Joe Hahl  
January 12, 2025

**EXISTING GARAGE PLAN SHOWING BREEZEWAY DEMOLITION**  
**SCALE 1/4" = 1'0"**



**J G HAHL & COMPANY**  
 157 Ridgcrest Drive  
 Painesville Ohio 44077

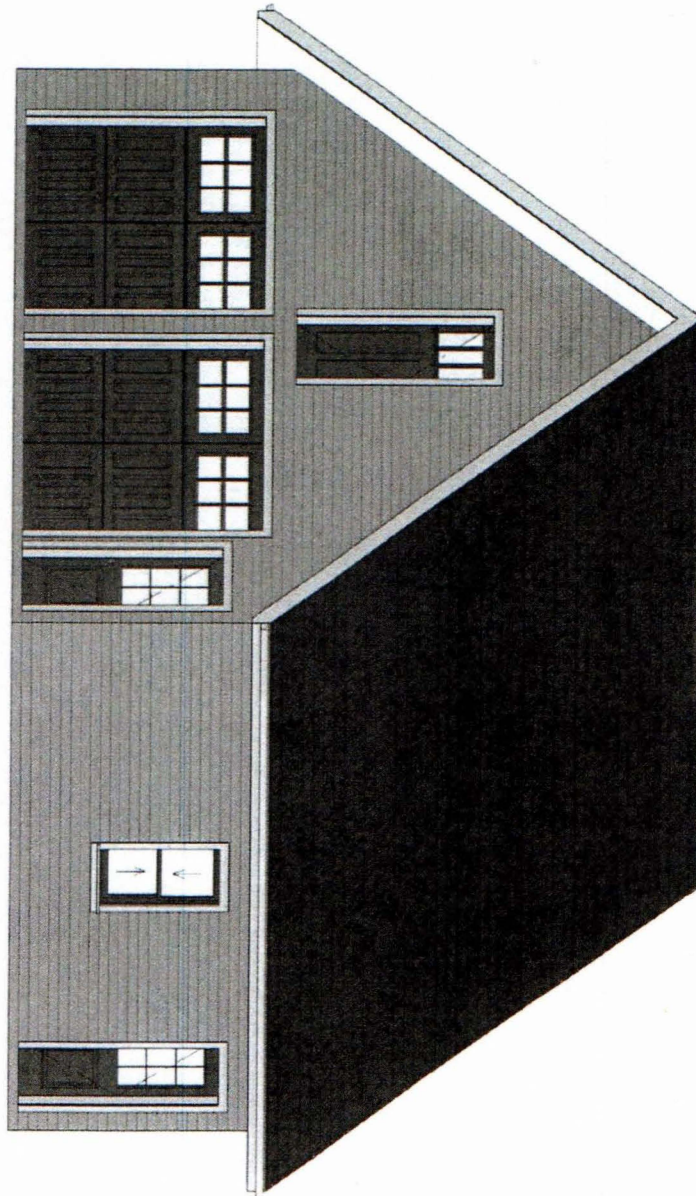
Bob & Sarah Arrighi  
 11616 Snowville Rd  
 Brecksville, OH 44141

**FLOOR PLAN**  
 DRAWN BY: JOE HAHL      DATE: 1/26/2025

SHEET NUMBER  
**2**  
 REVISION #







**J G HAHL & COMPANY**  
157 Ridgecrest Drive  
Painesville Ohio 44077

Bob & Sarah Arrighi  
11616 Snowville Rd  
Brecksville, OH 44141

**CABINET DETAILS AND  
WALL ELEVATIONS**

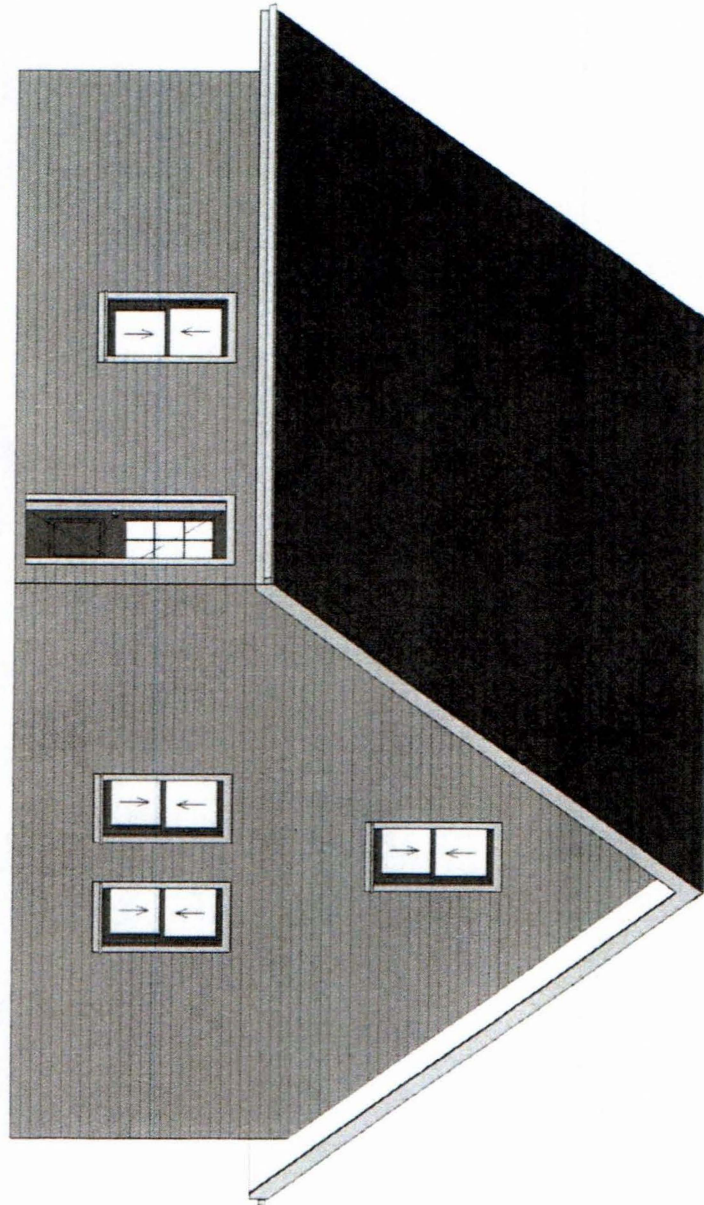
DRAWN BY: JOE HAHL DATE: 1/26/2025

SHEET NUMBER

**6**

REVISION #





**J G HAHL & COMPANY**  
157 Ridgecrest Drive  
Painesville Ohio 44077

Bob & Sarah Arrighi  
11616 Snowville Rd  
Brecksville, OH 44141

DRAWN BY: JOE HAHL | DATE: 1/26/2025

SHEET NUMBER  
**7**  
REVISION #

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

**5665**

Resolution No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE ISSUANCE  
OF A GRANT IN THE AMOUNT OF \$4,000.00 TO  
THE BRECKSVILLE HISTORICAL ASSOCIATION, INC.  
TO FUND UTILITY EXPENSES AT THE SQUIRE RICH  
MUSEUM; 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 Council hereby authorizes the issuance of a grant in the amount of four thousand dollars (\$4,000.00) for the year 2025 to the Brecksville Historical Association, Inc. to be used to fund utility expenses at the Squire Rich Museum, as expressed in the Grant Procedure and Acceptance 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.

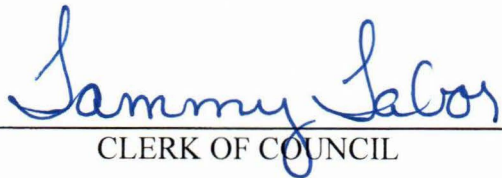
**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the daily operation of the Brecksville Historical Society, Inc., therefore, said Resolution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

PASSED: March 4, 2025

APPROVED: March 4, 2025

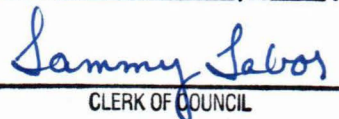


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5665 duly passed by the Council of the City of Brecksville, Ohio, on 3-4, 20 25 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-6, 20 25.

  
CLERK OF COUNCIL



**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Resolution No. 5666

**A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO A TREE FELLING AGREEMENT  
WITH LARRY & HAILEY NANCE ON PROPERTY  
KNOWN AS EDGERTON ROAD LOT SPLIT  
PPN 604-02-001; 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:

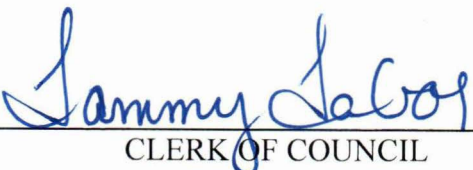
**SECTION 1.** The Mayor be, and hereby is, authorized to enter into a Tree Felling Agreement with Larry & Hailey Nance for tree felling approval on property known as Edgerton Road Lot Split, PPN 604-02-001, a copy of which Agreement is attached hereto as Exhibit "A" and expressly made a part hereof by reference.

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

PASSED: March 4, 2025

APPROVED: March 4, 2025

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5666 duly passed by the Council of the City of Brecksville, Ohio, on 3.4, 20 25 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3.4, 20 25.

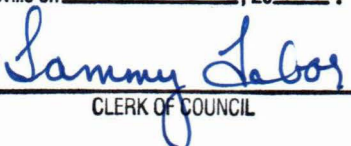
  
\_\_\_\_\_  
CLERK OF COUNCIL

EXHIBIT "A"

**TREE FELLING AGREEMENT**  
(Tree Felling Approval)

**THIS AGREEMENT**, made and entered into at Cleveland, Ohio this 4 day of March, 2025, by and between the City of Brecksville, an Ohio Municipal Corporation, hereinafter referred to as "CITY"; and Larry & Hailey Nance, hereinafter collectively referred to as "DEVELOPER."

**WITNESSETH**

**WHEREAS**, The Preliminary Plan of Edgerton Road Lot Split, PPN 604-02-001, hereinafter referred to as "Subdivision," have been previously presented to the Council of CITY and was approved subject to the submission and approval of a Final Plan for the Subdivision; and

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

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

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

**WHEREAS**, the City has established and the DEVELOPER has funded a Private Purpose Trust Fund being Fund No. 781, in the amount of Fifteen Thousand Dollars (\$15,000), for the work provided for in this Subdivision Agreement for Tree Felling Approval ("Tree Felling Agreement").

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



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

2. DEVELOPER has deposited funds with the CITY in an amount of Fifteen Thousand Dollars (\$15,000) to be placed in Private Purpose Trust Fund No. 781 to be used solely to finance and pay the total cost, if required, to restore disturbed areas resulting from construction if the DEVELOPER does not submit final engineering plans and enter into a "complete" Subdivision Agreement within six (6) months from the date of this Tree Felling Agreement. CITY and DEVELOPER agree that disbursement of the aforesaid funds to DEVELOPER shall be made only upon the City Engineer certifying that work has been completed in accordance with the terms of this Tree Felling Agreement.

3. DEVELOPER, simultaneously with the execution of this Tree Felling Agreement, shall deposit with the Finance Director of the CITY the sum of Seven Thousand Five Hundred Dollars (\$7,500) to defray the cost of legal, engineering and inspection fees, costs and expenses incurred by the CITY, and the Finance Director is hereby authorized and directed to disburse said sum upon proper billing to the CITY for said services. DEVELOPER acknowledges that the foregoing sum is based upon an estimate and that in the event said sum is insufficient to fully pay all of the aforementioned expenses of the CITY, it shall deposit such additional sums as may be required upon the request of the Finance Director of the CITY. Upon written request, the DEVELOPER may request an itemization of the CITY's expenses paid for with the aforementioned funds. Any unused funds shall be refunded to DEVELOPER.

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

5. DEVELOPER agrees to comply with the State Law known as the Worker's Compensation Act, and any amendments made thereto, and to cause to be covered thereunder all employees working under the control of the DEVELOPER, or its contractors and agents, and the DEVELOPER agrees to defend, indemnify and hold harmless the CITY and its officers, agents and employees from all claims, demands, payments, loss and expenses, including attorney fees, suits, actions, recoveries and judgments of every kind and description, whether or not well founded in law, made, brought or recovered against it, to the extent arising from the performance of this Tree Felling Agreement by DEVELOPER or its agents, contractors, subcontractors or employees.

6. DEVELOPER agrees that the performance of this Tree Felling Agreement by it shall be




solely at its expense and cost, and at no expense or cost, to, or liability or obligation of the CITY.


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

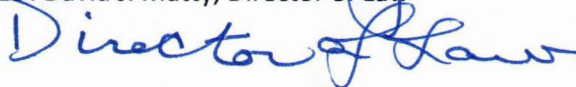
**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures upon this Tree Felling Agreement as duly authorized agents, warranting that they are empowered to bind their respective party, on the date first written above.

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

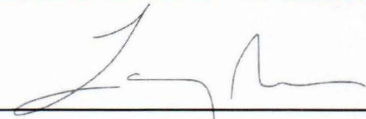
  
\_\_\_\_\_  
Mayor Daryl J. Kingston

\_\_\_\_\_  
Laura Starosta, Finance Director

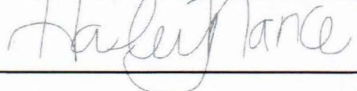
  
\_\_\_\_\_  
APPROVED: David J. Matty, Director of Law



**INDIVIDUALLY BY LARRY NANCE:**

  
\_\_\_\_\_

**INDIVIDUALLY BY HAILEY NANCE:**

  
\_\_\_\_\_

**EXHIBIT "A"**

**TREE FELLING PLAN**

Tree Felling Plan to be attached by  
City Engineer before permits are issued.



**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Resolution No. 5667

**A RESOLUTION AMENDING SECTION 1. OF  
RESOLUTION NO. 5658 TO AMEND THE  
APPOINTMENT EFFECTIVE DATE;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, at its meeting on February 18, 2025, the Council of the City of Brecksville adopted Resolution No. 5658 appointing John A. Chrisopulos to the position of Lieutenant in the Police Department of the City of Brecksville; and

**WHEREAS**, the effective date of such appointment must be amended.

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

**SECTION 1.** Section 1. of Res. No. 5658 be, and the same hereby is, amended as follows:

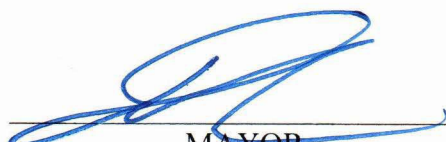
“**SECTION 1.** Upon the recommendation of the Director of Public Safety, John A. Chrisopulos be and he is hereby appointed to the position of Lieutenant in the Police Department of the City of Brecksville ~~effective~~ **commencing on or after** February 18, 2025.”

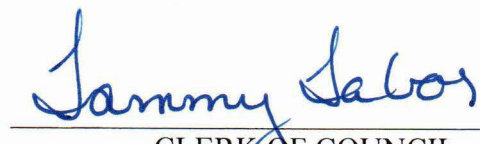
**SECTION 2.** That all other ordinances or resolutions inconsistent herewith be, and the same hereby is, repealed.

**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 being that it relates to the daily operation of a municipal department, therefore, this Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.


PASSED: March 4, 2025

APPROVED: March 4, 2025

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5667 duly passed by the Council of the City of Brecksville, Ohio, on 3-4, 20 25 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-6, 20 25.

  
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CLERK OF COUNCIL

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Resolution No. 5668

**A RESOLUTION AMENDING SECTION 1. OF  
RESOLUTION NO. 5659 TO AMEND THE  
APPOINTMENT EFFECTIVE DATE;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, at its meeting on February 18, 2025, the Council of the City of Brecksville adopted Resolution No. 5659 appointing Kenneth A. Septaric to the position of Sergeant in the Police Department of the City of Brecksville; and

**WHEREAS**, the effective date of such appointment must be amended.

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

**SECTION 1.** Section 1. of Res. No. 5659 be, and the same hereby is, amended as follows:

“**SECTION 1.** Upon the recommendation of the Director of Public Safety, Kenneth A. Septaric be and he is hereby appointed to the position of Sergeant in the Police Department of the City of Brecksville **effective commencing on or after** February 18, 2025.”

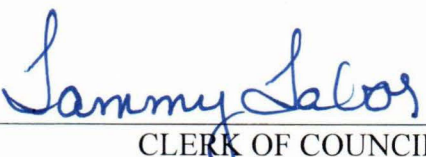
**SECTION 2.** That all other ordinances or resolutions inconsistent herewith be, and the same hereby is, repealed.

**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 being that it relates to the daily operation of a municipal department, therefore, this Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: March 4, 2025

APPROVED: March 4, 2025

  
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MAYOR

  
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CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5668 duly passed by the Council of the City of Brecksville, Ohio, on 3-4, 20 25 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-6, 20 25.

  
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CLERK OF COUNCIL