

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5576

Resolution No. _____

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH KAROL BORYKA FOR WORK AS
THE COMMUNITY YOUTH SOCCER DIRECTOR FOR
THE YEAR 2024; AND DECLARING AN EMERGENCY**

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

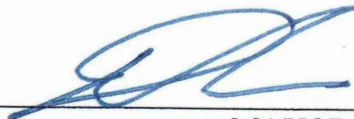
SECTION 1. The Mayor be, and he hereby is, authorized to enter into an Independent Contractor Agreement with Karol Boryka for work as the Community Youth Soccer Director, for the year 2024, in the amount of eight thousand, five hundred dollars (\$8,500.00), to be paid following the Payment Schedule or Terms attached as Exhibit "B" of the agreement, a copy of which Independent Contractor Agreement 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.

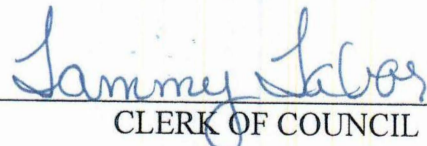
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department's need for a Community Youth Soccer Director, therefore, said Resolution shall 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: _____ August 6, 2024

APPROVED: _____ August 6, 2024

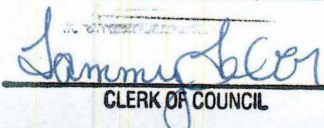


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5576 duly passed by the Council of the City of Brecksville, Ohio, on 8.6, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8.9, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"

THE CITY OF BRECKSVILLE

**Independent Contractor Agreement
(Athletics – Community Center)**

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and John Farrell whose principal place of business is _____ (insert address) , _____ (insert city), Ohio _____ (insert zip) ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2024 and shall terminate on December 31, 2024 unless sooner terminated as provided herein or extended by mutual written agreement of the parties.
3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.
4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".
5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this

Contract.

6. **Insurance.** The City agrees to indemnify and hold Contractor harmless from any liability which may arise as a result of the performance of the Contractor within the scope of duties to be performed under this Agreement. However, the City's liability shall be strictly limited to those matters for which the City receives a defense and complete indemnification by the City's insurance carriers. Contractor agrees that any and all claims and liability of every kind, nature and description which are not defended against or completely indemnified by the City's insurance carriers shall be the sole and complete responsibility of the Contractor who further agrees to indemnify and hold the City harmless from the costs of any such claim or liability, including but not limited to the reimbursement if any of the City's legal fees. City agrees to give notice to Contractor of any claim or action for which the Contractor will be liable in accordance with the provisions contained in this Subsection as soon as is practicable.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment**. No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver**. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability**. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor**. The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law**. The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

City of Brecksville

Independent Contractor

By: _____

By: _____

Karol Boryka

Date: _____

Date: _____

Date Contract Terminated: _____

Exhibit A
(Description of Work and/or Services to be performed)

- Schedule, coordinate, and communicate with the City of Brecksville class descriptions, and time offerings for the U3-parent/child session, U5, and U7 sessions prior to registration opening.
- Schedule, coordinate, and communicate with the City of Brecksville class descriptions, and time offerings for the U8 session. The U8 teams practice 1 time a week and play games with other communities on Saturdays. Coordinate practice times with the City of Brecksville and BSA field schedules. Finalize day and time of weekday prior to registration opening.
- Facilitates relationship between the Brecksville Recreation staff and BSA
- Coordinate weekly practices with BSA and the Brecksville Recreation Department.
- Promote BSA as the next step after the U8 academy.
- Promote parent involvement to increase knowledge of long term player development
- Attend a BSA board meeting to communicate activities and numbers of those players participating.
- Coordinate Student athletes to assist with the youth soccer academy sessions.

Exhibit B
(Payment Schedule or Terms)

Total of **\$8,100** to be paid no later than December 31, 2023

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5577

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

WHEREAS, there exists a vacancy in the Fire Department of the City of Brecksville in the office of full-time Firefighter/Paramedic, and the Brecksville Civil Service Commission has duly held a competitive Civil Service Examination of candidates for the position of Firefighter/Paramedic; and

WHEREAS, the Civil Service Commission has duly certified an eligible list for consideration by the Director of Public Safety and City Council.


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

SECTION 1. Upon the recommendation of the Director of Public Safety, Brent A. Boyko be and he is hereby appointed to the position of full-time Firefighter/Paramedic for the Fire Department of the City of Brecksville, effective August 6, 2024.

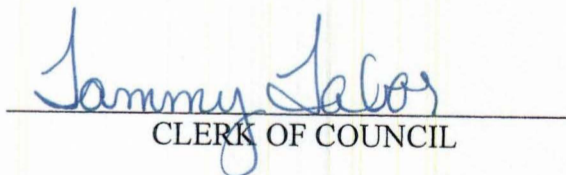
SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency being that it relates to the daily operation of a municipal department, therefore, this Resolution shall be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

PASSED: August 6, 2024

APPROVED: August 6, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5577 duly passed by the Council of the City of Brecksville, Ohio, on 8.6, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8.9, 20 24.



CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5578

**A RESOLUTION AUTHORIZING A LEAVE
DONATION PROCESS FOR ELIGIBLE EMPLOYEE
VLASTIMIR RAKIC TO RECEIVE DONATED
SICK LEAVE FROM EMPLOYEES OF THE CITY
OF BRECKSVILLE; 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, due to a serious illness, Vlastimir Rakic will run out of his sick leave soon; and

WHEREAS, various city employees have expressed a desire to voluntarily donate some of their accrued but unused sick leave to the credit of city employee Vlastimir Rakic, and the Mayor and City Council desire to authorize a Leave Donation Process to facilitate such donations.

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 and Council do hereby authorize a Leave Donation Process for eligible employee Vlastimir Rakic to receive donated sick leave from any employee of the City of Brecksville to be used by Vlastimir Rakic on and after the effective date of this Resolution, such Leave Donation Process is attached hereto and expressly made a part hereof as if by reference, and marked Exhibit "A."

SECTION 2. This Resolution and the attached Exhibit "A" apply solely to Vlastimir Rakic and shall not be applicable to any other employee of the City of Brecksville without subsequent legislation approved by City Council.

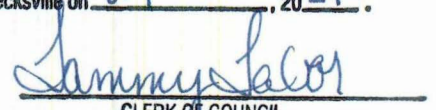
SECTION 3. The Human Resource Specialist is hereby authorized and directed to remove donated accrued but unused sick leave from donor and credit it to eligible employee Vlastimir Rakic.

SECTION 4. 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 accept the donated sick leave, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5578 duly passed by the Council of the City of Brecksville, Ohio, on 8-6, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8-9, 2024.

PASSED: August 6, 2024

APPROVED: August 6, 2024


CLERK OF COUNCIL


MAYOR



CLERK OF COUNCIL

EXHIBIT "A"

**LEAVE DONATION PROCESS
FOR ELIGIBLE EMPLOYEE
VLASTIMIR RAKIC**

Definitions.

(1) "Eligible employee" means any person who is designated to be the recipient of donated leave who is a full-time or permanent part-time employee, but not including part-time or seasonal employees of the City.

(2) "Leave" means accrued sick time.

(3) "Serious illness" means a terminal illness, or the like, where it is anticipated that the eligible employee will require an extended leave of absence.

(4) "Immediate family" means a spouse, parent, child, grandparent or any minor under the eligible employee's legal guardianship.

Eligibility Requirements for Recipient and Donor.

(1) With prior approval of the Mayor, an eligible employee may receive donated leave up to the number of hours the employee is scheduled to work each pay period, but in no event shall donated leave exceed four hundred eighty (480) hours within any twelve month period if:

A. The eligible employee who is to receive donated sick leave or a member of the eligible employee's immediate family has a serious illness; and

B. Has no accrued leave or will exhaust all accrued leave during the pay period the leave is to be donated; and

C. Has not been approved to receive any other benefits; and

D. Has applied for, any paid leave, workers' compensation or other benefits program (e.g., disability benefits) for which the employee is eligible. An eligible employee who has applied for these programs may use donated leave to satisfy the waiting period for such benefits, when applicable. After the waiting period, donated leave may be used up to an amount equal to the benefit for which the eligible employee applied, (e.g., seventy percent (70%) for disability leave benefits) while the eligible employee's application is pending approval; and

E. Has submitted documentation from a licensed health care provider certifying the serious illness.

F. Has no active discipline regarding excessive use of sick leave, abuse of sick leave, unauthorized leave or a pattern of sick leave abuse.

(2) An employee may donate leave if the donating employee:

A. Voluntarily elects to donate leave and understands that donated leave will not be returned; and

B. Donates only in eight hours increments; and

C. Retains a sick leave balance of at least eighty hours; leave shall be donated in the same manner in which it would otherwise be used (i.e., sick leave donated for sick leave).

Miscellaneous.

(1) Donated sick leave will be treated as sick leave.

(2) Eligible employees using donated leave will receive all benefits as if the eligible employee was in an active pay status such as accrual of leaves and/or longevity increases.

(3) Eligible employees using donated leave who are serving an original or promotional probationary period will not have his/her service credited towards the completion of his/her probationary period upon his/her return to work.

(4) Donated leave cannot be used to supplement a paid benefit program.

(5) Any employee donating leave cannot donate more than the number of hours usually worked during a pay period by the eligible employee receiving the leave MINUS the leave hours used by the eligible employee receiving the leave to reach a zero balance during the pay period, which is required for the eligible employee to receive the donated leave.

(6) Sick leave shall not be donated by an employee retiring or terminating their employment with the City.

(7) Donated sick leave will be deducted and credited in the order of receipt of written authorization.

(8) Donated sick leave will be deducted and credited until such time as a full duty release is received by the eligible employee or until exhausted, whichever occurs first.

(9) No adjustment in rates of pay shall be made for the donated sick leave.

(10) Any sick leave donated for the benefit of the eligible employee may be utilized by the eligible employee consistent with the sick leave provisions of the City of Brecksville.

Donation Procedure.

(1) Upon receipt of the Donor Application Form, the Human Resource Specialist should date and time stamp the document and confirm eligibility requirements.

(2) If the eligible employee meets the requirements, the Human Resource Specialist should maintain a list of employee names and amounts of leave donated. The Human

Resource Specialist should provide a list of donations to occur in the pay period and provide to Payroll for processing.

(3) Any employee desiring to donate leave must complete the City's Donor Application Form, certify that the leave is donated voluntarily, and understands that the donated leave will not be returned.

(4) The eligible employee's time card must contain a comment of "DL" for the number of hours donated and used each pay period.

DONOR APPLICATION FORM

I. DONOR INFORMATION

Donating Employee: _____

Department: _____

Amount of Hours Donated: _____ (Total must equal a minimum of 8 hours)

II. PERSON TO RECEIVE LEAVE

Person to Receive Leave: _____

Department: _____

III. CERTIFICATION

I hereby certify that this request is made voluntarily. I was not coerced, intimidated or financially induced into donating leave. By signing I hereby relinquish all rights to the leave shown above and the benefits accruing to or attached to the same. I understand that the donation of leave is irrevocable and irreversible and that no leave will be refunded to me. I certify that I will have a remaining balance of 80 hours or more of sick leave after making this donation.

Donor Signature

Date

For Human Resource Specialist Use Only

Current Accrued but Unused Hours: _____

Amount of Hours Donated: _____ (Total must equal a minimum of 8 hours)

Hours Remaining After Donation: _____

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5579

**A RESOLUTION ACCEPTING THE CIVICPLUS
STATEMENTS OF WORK (SOW) AND MASTER SERVICES
AGREEMENT WITH ADDENDUM FOR THE PURCHASE
OF CIVICENGAGE, SECLICKFIX, CIVICREADY, AND
ARCHIVESOCIAL SERVICES; AND DECLARING
AN EMERGENCY**

WHEREAS, the CivicPlus SOWs are subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"); and

WHEREAS, the Law Director has reviewed and approved the terms and conditions of the Binding Terms, the Master Services Agreement Addendum and additional documentation, including Municipal Websites (Civic Engage) Central Platinum Security Hosting and Support, CRM (SeeClickFix) Terms, Mass Notification System (CivicReady), Social Media Archiving (ArchiveSocial) Terms, CivicPlus's Terms of Use, Solutions and Services Terms and Conditions, CivicPlus Privacy Policy and CivicPlus Video Recording, Distribution & Retention Agreement, as requested by the Finance Director and the Director of Planning & Development.

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

SECTION 1. The CivicPlus Statements of Work and Master Services Agreement with Addendum, copies of which are attached hereto as Exhibit "A" be, and the same hereby are, accepted, and the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization for the purchase of the following services:

<u>SERVICE</u>	<u>AMOUNT</u>
CivicEngage	\$32,335.50
SeeClickFix	4,835.08
CivicReady	4,155.00
ArchiveSocial	<u>3,866.00</u>
TOTAL	<u>\$45,191.58</u>

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

SECTION 3. The Council declares this 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 services 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.

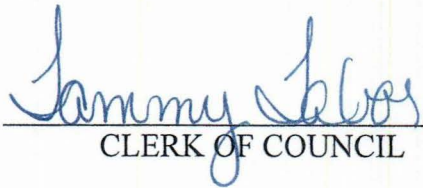
RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5579

PASSED: August 6, 2024

APPROVED: August 6, 2024


MAYOR


CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5579 duly passed by the Council of the City of Brecksville, Ohio, on 8.6, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8.9, 20 24.

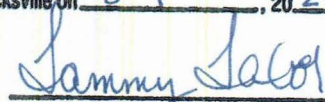

CLERK OF COUNCIL

EXHIBIT "A"

CivicEngage



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-47742-1
8/29/2023 2:21 PM
7/22/2024

Client:
City of Brecksville, OH

Bill To:
Brecksville OH - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Becky White	(785) 370-2504	bwhite@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -1,926.50
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -594.00
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -44.50
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -94.50
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -2,082.00
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -2,750.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (http://URL)	0	USD 158.00
1.00	Premium Implementation - CivicEngage	Premium Implementation	0	USD 12,635.00
250.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	35	USD 6,500.00

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
6.00	New Customer System Training (3h, virtual) - Web Central	CivicEngage System Training - Virtual, Up to 3 Hours, up to 12 Attendees	0	USD 4,500.00
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	0	USD 1,050.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	0	USD 3,853.00
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	0	USD 1,188.00
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	0	USD 89.00
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (http://URL)	0	USD 189.00
1.00	AudioEye Managed	AudioEye Managed: URL	0	USD 4,165.00
1.00	Agenda and Meeting Management Select: Media Annual Fee	Agenda and Meeting Management Select: Media Annual Fee - Unlimited storage, unlimited users, up to 3 concurrent streams	0	USD 5,500.00

List Price - Initial Term Total	USD 43,327.00
Total Investment - Initial Term	USD 32,335.50
Annual Recurring Services (Subject to Uplift)	USD 14,984.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

SeeClickFix



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-69682-1
4/5/2024 5:40 PM
7/22/2024

Client:
City of Brecksville, OH

Bill To:
Brecksville OH - SCF

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Becky White	(785) 370-2504	bwhite@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -4,835.08

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	SeeClickFix Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.	0	USD 9,670.16

List Price - Initial Term Total	USD 9,670.16
Total Investment - Initial Term	USD 4,835.08
Annual Recurring Services (Subject to Uplift)	USD 9,670.16

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



CivicReady

CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-69679-1
4/5/2024 4:52 PM
7/22/2024

Client:
City of Brecksville, OH

Bill To:
Brecksville OH - CivicReady

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Becky White	(785) 370-2504	bwhite@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	Mass Notification Year 1 Annual Fee Discount	Year 1 Annual Fee Discount.	0	USD -3,000.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	Mass Notification Standard Implementation	CivicReady Standard Implementation	0	USD 1,155.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	Communicator Unlimited SMS + Unlimited Emergency Voice	Emergency and Mass Notification platform with multi-channel alerting, geo-targeting, polling, mobile apps. Unlimited SMS for all communications. Voice minutes for emergencies. Includes NOAA integration, IPAWS, and white/yellow page data for emergencies.	0	USD 6,000.00

List Price - Initial Term Total	USD 7,155.00
Total Investment - Initial Term	USD 4,155.00

Annual Recurring Services (Subject to Uplift)	USD 6,000.00
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Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

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Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



ArchiveSocial

CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-76456-1
5/23/2024 3:12 PM
7/22/2024

Client:
City of Brecksville, OH

Bill To:
BRECKSVILLE, OHIO

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Josh Taylor	984-664-1626	josh.taylor@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial Provisioning Fee - Economy	ArchiveSocial Account Activation and Setup

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial - Economy	Social Media Archiving Subscription - Up to 12 Accounts & Up To 1.6k Records Per Month
1.00	Social Media Archiving - Open Archive	A public-facing portal that displays your social media archive search interface on your website. For customers with a CivicPlus Municipal Website (Central), this includes an optional search integration between the website and the Open Archive.

List Price - Initial Term Total	USD 4,988.00
Total Investment - Initial Term	USD 3,866.00
Annual Recurring Services (Subject to Uplift)	USD 4,488.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus’s indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer’s behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user’s personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer’s responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users’ personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party’s intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN



THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

Master Service Agreement and Statement of Work Addendum

THIS Master Services Agreement and Statement of Work Addendum (“Addendum”) hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff>, and/or Statement of Work (“Agreements”) and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the “Special Terms”), as described below, as agreed upon by CivicPlus and Brecksville, OH. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS.

None

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA § 5	Each SOW will state the amount of days from date of invoice payment is due. If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.
MSA § 32	CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed twice the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
MSA § 48	This section intentionally omitted.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5580

**A RESOLUTION ACCEPTING A TEMPORARY
EASEMENT ACROSS CERTAIN LANDS OWNED
BY LESLIE JEAN LESINSKI AND KNOWN AS
PPN 602-08-001; AND DECLARING AN EMERGENCY**

WHEREAS, the City of Brecksville must accept an easement across certain lands owned by Martha P. Banks to undertake a Flood Reduction at Riverview Road Project.

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

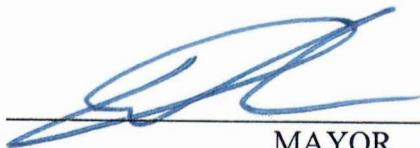
SECTION 1. The Mayor be, and he hereby is, authorized to accept a Temporary Easement across certain lands owned by Leslie Jean Lesinski and known as PPN 602-08-001, a copy of which Temporary Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

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.

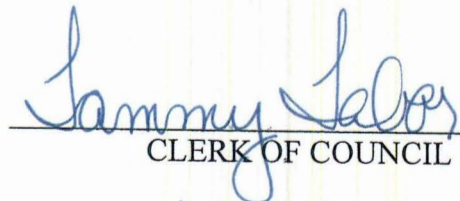
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement for access to complete the Project, therefore, said Resolution 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: August 6, 2024

APPROVED: August 6, 2024

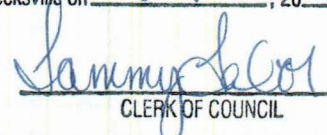


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5580 duly passed by the Council of the City of Brecksville, Ohio, on 8.6, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8.9, 20 24.



CLERK OF COUNCIL

EXHIBIT “A”

TEMPORARY EASEMENT ACROSS CERTAIN LANDS OWNED BY

LESLIE JEAN LESINSKI

(Permanent Parcel No. 602-08-001)

This Temporary Easement is made this _____ day of _____, 2024, by Leslie Jean Lesinski, 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 AFN 202103120071 of Cuyahoga County Records, (hereinafter referred to as “Premises”), in consideration of the sum of three hundred dollars (\$300.00) the receipt of which is acknowledged by Grantor to the City of Brecksville, Ohio, and/or its duly authorized departments, divisions employees, agents, contractors and/or subcontractors (hereinafter referred to as “City”).

WITNESSETH

WHEREAS, the Northeast Ohio Regional Sewer District will be undertaking CSPA04 – Flood Reduction at Riverview Road project (hereinafter referred to as “Project”), of which the City of Brecksville is a project sponsor and ultimate owner of the improvements, and 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 the City, its agents or employees, the temporary uninterrupted access, ingress, and egress rights 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 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 remove trees and landscaping; store materials and equipment; removal and replacement of portions of the driveway; and complete all restoration within said easement area on the Property of the Grantor related to the construction of the Project. The Project shall be substantially complete within 300 days after initial mobilization. Access for final restoration and addressing project punch list items shall not exceed 540 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 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.

4. The City shall restore the project as follows:
 - a. All lawn areas shall be graded and restored upon completion with grass per the specifications included in the improvement plans.
 - b. The City is responsible for any damage and/or restoration 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/repaired as part of construction.
5. During the period of construction, the City shall have the right to enclose the Temporary Easement area with a temporary security fence for the purpose of prohibiting access onto the Temporary Easement by persons other than the Grantee's authorized agents, representatives and employees. Upon completion of construction, Grantee shall remove the temporary fence at its sole expense.
6. The Grantor hereby reserves the right to the use of said premises within the limits of the above described Temporary Easement area for purposes which are not herein expressly prohibited by, and are not inconsistent with, the easement and rights herein granted.
7. The City will assume no obligation of maintenance as it related to the temporary easement area after the completion of the aforementioned work and acceptance by the City.
8. It is the intent of this Temporary Easement that the Northeast Ohio Regional Sewer District and its employees, consultants, contractors and agents will access the Temporary Easement area and use vehicles, equipment, materials and machinery within the Temporary Easement area for the activities and purposes set forth herein to construct the Project.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at _____, Ohio,
on the ____ day of _____, 2024.

Leslie Jean Lesinski

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

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

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

Notary Public

CITY OF BRECKSVILLE

By: _____
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 _____,
Ohio, this _____ day of _____, 2024.

Notary Public

This Temporary Grading and Access Easement was authorized by Resolution No. _____, adopted by the Council of the City of Brecksville on the ____ day of _____, 2024.

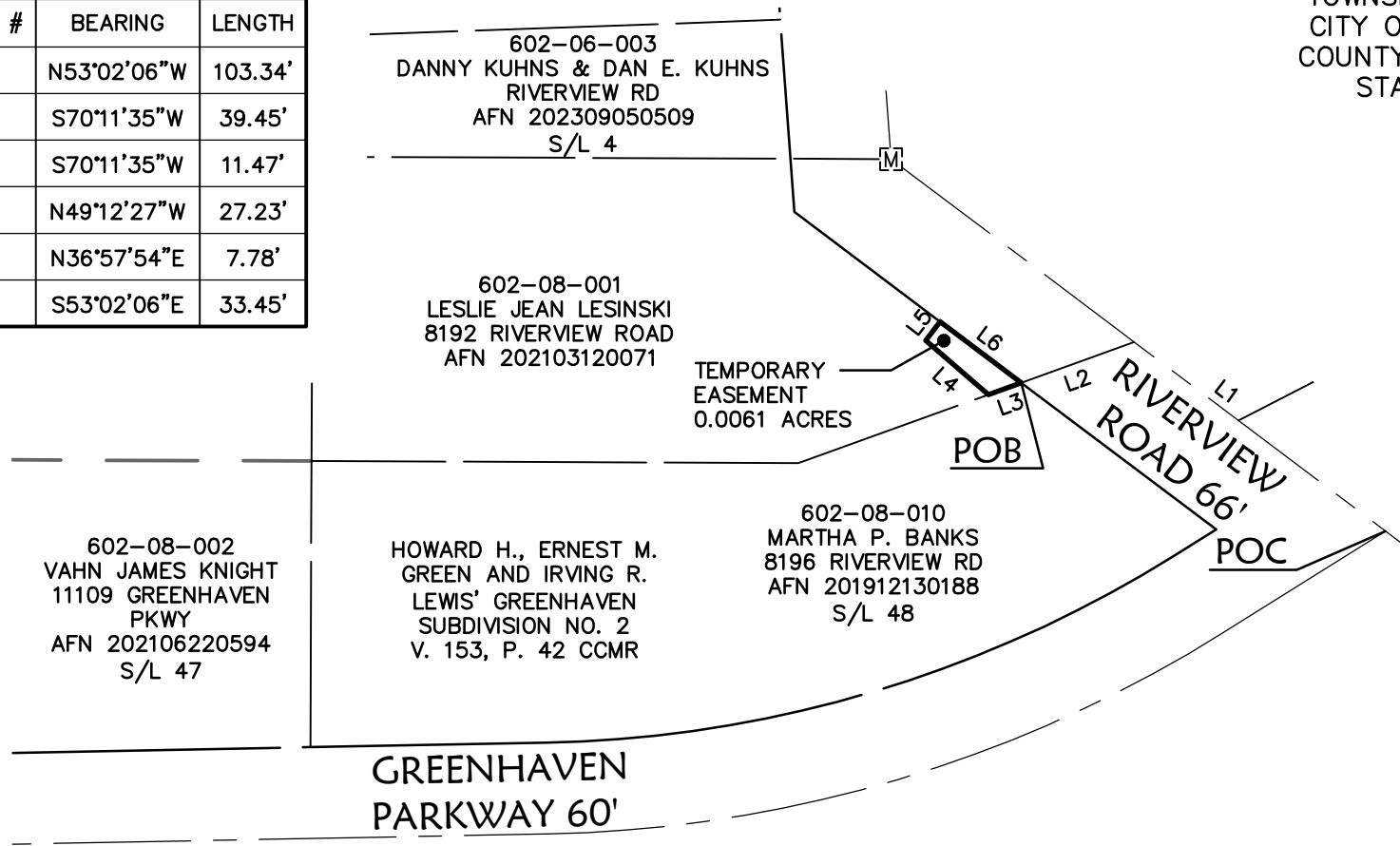
Tammy Tabor, Clerk of Council

Approved as to Form:

Law Director, City of Brecksville

TEMPORARY EASEMENT
ACROSS PARCEL NO. 602-08-001
PART OF ORIGINAL BRECKSVILLE
TOWNSHIP LOT NO. 96
CITY OF BRECKSVILLE,
COUNTY OF CUYAHOGA,
STATE OF OHIO

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N53°02'06"W	103.34'
L2	S70°11'35"W	39.45'
L3	S70°11'35"W	11.47'
L4	N49°12'27"W	27.23'
L5	N36°57'54"E	7.78'
L6	S53°02'06"E	33.45'



SCALE: 1"=60'
DECEMBER 20, 2023

ABBREVIATIONS

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



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

T. A. Bixler 12-20-23

TREVOR A. BIXLER
PROFESSIONAL SURVEYOR, OHIO NO. 7730

**Temporary Easement
Across PPN 602-08-001
0.0061 Acres
Page 1 of 1**

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio, and known as being part of Original Brecksville Township Lot No. 96. Also being part of the land conveyed to Leslie Jean Lesinski as recorded in AFN 202103120071 of the Cuyahoga County Records, being more definitely described as follows;

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

Thence, along the centerline of Riverview Road, North 53° 02' 06" West, 103.34 feet to the most easterly corner of said land conveyed to Leslie Jean Lesinski;

Thence, leaving said centerline, along the southerly line of said land conveyed to Leslie Jean Lesinski, South 70° 11' 35" West, 39.45 feet to the southwesterly right of way of Riverview Road and the **True Point of Beginning** for the easement herein described;

Thence, leaving said southwesterly right of way, along the southerly line of said land conveyed to Leslie Jean Lesinski, South 70° 11' 35" West, 11.47 feet;

Thence, leaving said southerly line, North 49° 12' 27" West, 27.23 feet;

Thence, North 36° 57' 54" East, 7.78 feet to the southwesterly right of way of Riverview Road;

Thence, along the southwesterly right of way of Riverview Road, South 53° 02' 06" East, 33.45 feet to the point of beginning.

Containing within said bounds 0.0061 acres (266 square feet) of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in November, 2023.

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

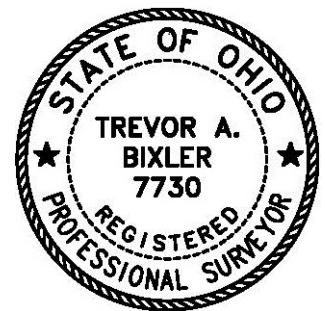
T. A. Bixler 12-20-23

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

KS ASSOCIATES
Civil Engineers + Surveyors

260 Burns Road, Suite 100
Elyria, OH 44035
440 365 4730

R:\20000\20222-EMHT\Task 6\Legal Descriptions\20222-EMHT_T_EASE_602-08-001.docx



RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5581

Resolution No. _____

**A RESOLUTION ACCEPTING A TEMPORARY
EASEMENT ACROSS CERTAIN LANDS OWNED BY
MARTHA P. BANKS AND KNOWN AS PPN 602-08-010;
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Brecksville must accept an easement across certain lands owned by Martha P. Banks to undertake a Flood Reduction at Riverview Road Project.

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

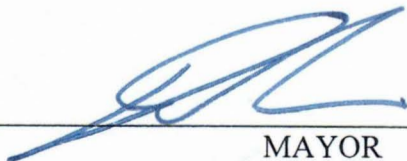
SECTION 1. The Mayor be, and he hereby is, authorized to accept a Temporary Easement across certain lands owned by Martha P. Banks and known as PPN 602-08-010, a copy of which Temporary Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

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.

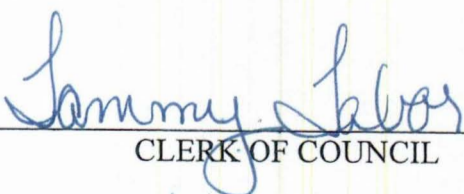
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement for access to complete the Project, therefore, said Resolution 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: August 6, 2024

APPROVED: August 6, 2024




MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5581 duly passed by the Council of the City of Brecksville, Ohio, on 8.6, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8.9, 2024.



CLERK OF COUNCIL

EXHIBIT “A”

TEMPORARY EASEMENT ACROSS CERTAIN LANDS OWNED BY

MARTHA P. BANKS

(Permanent Parcel No. 602-08-010)

This Temporary Access Easement is made this _____ day of _____, 2024, by Martha P. Banks, 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 AFN 201912130188 of Cuyahoga County Records, (hereinafter referred to as “Premises”), in consideration of the sum of one dollar (\$1.00) the receipt of which is acknowledged by Grantor, and for other good and valuable consideration received to their full satisfaction to the City of Brecksville, Ohio, and/or its duly authorized departments, divisions employees, agents, contractors and/or subcontractors (hereinafter referred to as “City”).

WITNESSETH

WHEREAS, the Northeast Ohio Regional Sewer District will be undertaking CSPA04 – Flood Reduction at Riverview Road project (hereinafter referred to as “Project”), of which the City of Brecksville is a project sponsor and ultimate owner of the improvements, and 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 the City, its agents or employees, the temporary uninterrupted access, ingress, and egress rights 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 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 remove trees and landscaping; store materials and equipment; removal and replacement of portions of the driveway; and complete all restoration within said easement area on the Property of the Grantor related to the construction of the Project. The Project shall be substantially complete within 300 days after initial mobilization. Access for final restoration and addressing project punch list items shall not exceed 540 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 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.

4. The City shall restore the project as follows:
 - a. All lawn areas shall be graded and restored upon completion with grass per the specifications included in the improvement plans.
 - b. The City is responsible for any damage and/or restoration 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/repaired as part of construction.
5. During the period of construction, the City shall have the right to enclose the Temporary Easement area with a temporary security fence for the purpose of prohibiting access onto the Temporary Easement by persons other than the Grantee's authorized agents, representatives and employees. Upon completion of construction, Grantee shall remove the temporary fence at its sole expense.
6. The Grantor hereby reserves the right to the use of said premises within the limits of the above described Temporary Easement area for purposes which are not herein expressly prohibited by, and are not inconsistent with, the easement and rights herein granted.
7. The City will assume no obligation of maintenance as it related to the temporary easement area after the completion of the aforementioned work and acceptance by the City.
8. It is the intent of this Temporary Easement that the Northeast Ohio Regional Sewer District and its employees, consultants, contractors and agents will access the Temporary Easement area and use vehicles, equipment, materials and machinery within the Temporary Easement area for the activities and purposes set forth herein to construct the Project.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at _____, Ohio,
on the ____ day of _____, 2024.

Marth P. Banks

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

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

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

Notary Public

CITY OF BRECKSVILLE

By: _____
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 _____,
Ohio, this _____ day of _____, 2024.

Notary Public

This Temporary Grading and Access Easement was authorized by Resolution No. _____, adopted by the Council of the City of Brecksville on the ____ day of _____, 2024.

Tammy Tabor, Clerk of Council

Approved as to Form:

Law Director, City of Brecksville

PERMANENT & TEMPORARY EASEMENTS

ACROSS PARCEL NO. 602-08-010
PART OF ORIGINAL BRECKSVILLE
TOWNSHIP LOT NO. 96
CITY OF BRECKSVILLE,
COUNTY OF CUYAHOGA,
STATE OF OHIO

602-08-001
LESLIE J. LESINSKI
8192 RIVERVIEW ROAD
AFN 202103120071

602-08-002
VAHN JAMES KNIGHT
11109 GREENHAVEN
PKWY
AFN 202106220594
S/L 47

HOWARD H., ERNEST M.
GREEN AND IRVING R.
LEWIS' GREENHAVEN
SUBDIVISION NO. 2
V. 153, P. 42 CCMR
602-08-010
MARTHA P. BANKS
8196 RIVERVIEW RD
AFN 201912130188
S/L 48

TEMPORARY
EASEMENT
0.0167 ACRES

PERMANENT
EASEMENT
0.0538 ACRES

GREENHAVEN
PARKWAY 60'

RIVERVIEW ROAD 66' POC

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57°57'54"W	35.35'
L2	N53°02'06"W	32.13'
L3	S57°57'54"W	16.37'
L4	N14°21'37"W	10.00'
L5	N03°49'22"E	18.47'
L6	N49°12'27"W	54.29'
L7	N70°11'35"E	11.47'
L8	S53°02'06"E	80.16'
L9	N03°54'49"W	10.00'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	124.53'	403.69'	17°40'30"	S66°48'08"W	124.04'
C2	103.08'	393.69'	15°00'08"	N68°08'19"E	102.79'
C3	73.60'	403.69'	10°26'48"	S80°51'47"W	73.50'
C4	71.78'	393.69'	10°26'48"	N80°51'47"E	71.68'

POB
TEMP. ESMT

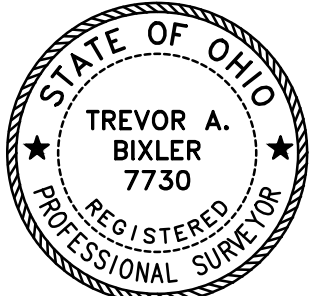
POB
PERM. ESMT



SCALE: 1"=60'
DECEMBER 20, 2023

ABBREVIATIONS

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



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

T. A. Bixler 12-20-23

TREVOR A. BIXLER
PROFESSIONAL SURVEYOR, OHIO NO. 7730

**Temporary Easement
Across PPN 602-08-010
0.0167 Acres
Page 1 of 2**

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio, and known as being part of Sublot No. 48 in Howard H., Ernest M. Green and Irving R. Lewis' Greenhaven Subdivision No. 2 of part of Original Brecksville Township Lot No. 96 as recorded in Volume 153, Page 42 of the Cuyahoga County Map Records. Also being part of the land conveyed to Martha P. Banks as recorded in AFN 201912130188 of the Cuyahoga County Records, being more definitely described as follows;

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

Thence, along the centerline of Greenhaven Parkway, South $57^{\circ} 57' 54''$ West, 35.35 feet;

Thence, leaving the centerline of Greenhaven Parkway, North $53^{\circ} 02' 06''$ West, 32.13 feet to the intersection of the southwesterly right of way of Riverview Road and northerly right of way of Greenhaven Parkway;

Thence, along the northerly right of way of Greenhaven Parkway, the following two courses;

South $57^{\circ} 57' 54''$ West, 16.37 feet;

Thence, along the arc of a curve which deflects to the right, 124.53 feet to the **True Point of Beginning** for the easement herein described, said curve having a radius of 403.69 feet, a central angle of $17^{\circ} 40' 30''$, and a chord of 124.04 feet which bears South $66^{\circ} 48' 08''$ West;

Thence, continuing along the northerly right of way of Greenhaven Parkway, along the arc of a curve which deflects to the right, 73.60 feet, said curve having a radius of 403.69 feet, a central angle of $10^{\circ} 26' 48''$, and a chord of 73.50 feet which bears South $80^{\circ} 51' 47''$ West;

Thence, leaving said northerly right of way, North $03^{\circ} 54' 49''$ West, 10.00 feet;

Thence, along the arc of a curve which deflects to the left, 71.78 feet, said curve having a radius of 393.69 feet, a central angle of $10^{\circ} 26' 48''$, and a chord of 71.68 feet which bears North $80^{\circ} 51' 47''$ East;

Thence, South $14^{\circ} 21' 37''$ East, 10.00 feet to the point of beginning.

Containing within said bounds 0.0167 acres (727 square feet) of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in November, 2023.

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

**Temporary Easement
Across PPN 602-08-010
0.0167 Acres
Page 2 of 2**

T. A. Bixler 12-20-23

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

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



R:\20000\20222-EMHT\Task 6\Legal Descriptions\20222-EMHT_T_EASE_602-08-010.docx

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5582

Resolution No. _____

**A RESOLUTION ACCEPTING A PERMANENT EASEMENT
FOR CONSTRUCTION, RECONSTRUCTION, OPERATING,
MAINTAINING, REPAIRING AND REPLACING PUBLIC
UTILITIES, AND APPURTENANCES THERETO IN, UNDER,
ACROSS AND THROUGH CERTAIN LANDS OWNED BY
MARTHA P. BANKS AND KNOWN AS PPN 602-08-010;
AND DECLARING AN EMERGENCY**

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

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


SECTION 1. The Mayor be, and he hereby is, authorized to accept a Permanent Easement for construction, reconstruction, operating, maintaining, repairing and replacing public utilities, and appurtenances thereto in, under, across and through certain lands owned by Martha P. Banks and known as PPN 602-08-010, a copy of which Permanent Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

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

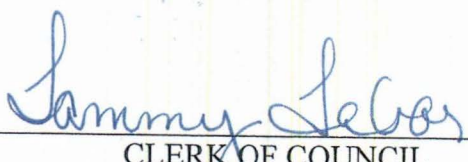
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement to complete the Project, therefore, said Resolution shall be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

PASSED: August 6, 2024

APPROVED: August 6, 2024

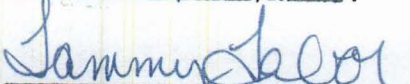


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5582 duly passed by the Council of the City of Brecksville, Ohio, on 8.6, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8.9, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"

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

MARTHA P. BANKS

(Permanent Parcel No. 602-08-010)

KNOW ALL PERSONS BY THESE PRESENTS that Martha P. Banks, their successors and assigns (hereinafter collectively referred to as "Grantor") who are the owners of certain land by deed recorded as AFN 201912130188 of Cuyahoga County Records, (hereinafter referred to as "Premises") in consideration of the sum of five thousand dollars (\$5,000.00) the receipt of which is acknowledged by Grantor, and for other good and valuable consideration received to their full satisfaction, do hereby give, grant, bargain and convey, unto the City of Brecksville (hereinafter referred to as "Grantee"), its successors and assigns, the perpetual right and perpetual easement to enter upon that portion of the Grantors' Premises, as described in Exhibit "A", attached hereto and expressly made a part hereof by reference (hereinafter referred to as the "Easement Area"), and to remove trees and other obstructions when necessary and in, under, across and through the aforesaid Easement Area to lay, construct, relay, reconstruct, improve, maintain, operate, use, alter, repair, inspect, remove or replace public utilities and appurtenances thereto (herein, collectively the "Facilities") and also the right to enter upon the aforesaid Easement Area, or any part thereof at any time for any of the foregoing purposes and the doing of all things necessary or incident thereto. The exercise and nature of the rights granted herein shall be at the sole discretion of the Grantee.

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

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

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

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

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

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

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

Martha P. Banks

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

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

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

Notary Public

CITY OF BRECKSVILLE

By: _____
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 _____,
Ohio, this _____ day of _____, 20____.

Notary Public

This Permanent Easement was authorized by Resolution No. _____, adopted by the Council of the City of Brecksville on the _____ day of _____, 20____.

Tammy Tabor, Clerk of Council

Approved as to Form:

Law Director, City of Brecksville

PERMANENT & TEMPORARY EASEMENTS

ACROSS PARCEL NO. 602-08-010
PART OF ORIGINAL BRECKSVILLE
TOWNSHIP LOT NO. 96
CITY OF BRECKSVILLE,
COUNTY OF CUYAHOGA,
STATE OF OHIO

602-08-001
LESLIE J. LESINSKI
8192 RIVERVIEW ROAD
AFN 202103120071

602-08-002
VAHN JAMES KNIGHT
11109 GREENHAVEN
PKWY
AFN 202106220594
S/L 47

HOWARD H., ERNEST M.
GREEN AND IRVING R.
LEWIS' GREENHAVEN
SUBDIVISION NO. 2
V. 153, P. 42 CCMR

602-08-010
MARTHA P. BANKS
8196 RIVERVIEW RD
AFN 201912130188
S/L 48

TEMPORARY
EASEMENT
0.0167 ACRES

PERMANENT
EASEMENT
0.0538 ACRES

GREENHAVEN
PARKWAY 60'

RIVERVIEW ROAD 66' POC

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57°57'54"W	35.35'
L2	N53°02'06"W	32.13'
L3	S57°57'54"W	16.37'
L4	N14°21'37"W	10.00'
L5	N03°49'22"E	18.47'
L6	N49°12'27"W	54.29'
L7	N70°11'35"E	11.47'
L8	S53°02'06"E	80.16'
L9	N03°54'49"W	10.00'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	124.53'	403.69'	17°40'30"	S66°48'08"W	124.04'
C2	103.08'	393.69'	15°00'08"	N68°08'19"E	102.79'
C3	73.60'	403.69'	10°26'48"	S80°51'47"W	73.50'
C4	71.78'	393.69'	10°26'48"	N80°51'47"E	71.68'

POB
TEMP. ESMT

POB
PERM. ESMT



SCALE: 1"=60'
DECEMBER 20, 2023

ABBREVIATIONS

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



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

T. A. Bixler 12-20-23

TREVOR A. BIXLER
PROFESSIONAL SURVEYOR, OHIO NO. 7730

**Permanent Easement
Across PPN 602-08-010
0.0538 Acres
Page 1 of 2**

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio, and known as being part of Sublot No. 48 in Howard H., Ernest M. Green and Irving R. Lewis' Greenhaven Subdivision No. 2 of part of Original Brecksville Township Lot No. 96 as recorded in Volume 153, Page 42 of the Cuyahoga County Map Records. Also being part of the land conveyed to Martha P. Banks as recorded in AFN 201912130188 of the Cuyahoga County Records, being more definitely described as follows;

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

Thence, along the centerline of Greenhaven Parkway, South $57^{\circ} 57' 54''$ West, 35.35 feet;

Thence, leaving the centerline of Greenhaven Parkway, North $53^{\circ} 02' 06''$ West, 32.13 feet to the intersection of the southwesterly right of way of Riverview Road and northerly right of way of Greenhaven Parkway and the **True Point of Beginning** for the easement herein described;

Thence, along the northerly right of way of Greenhaven Parkway, the following two courses;

South $57^{\circ} 57' 54''$ West, 16.37 feet;

Thence, along the arc of a curve which deflects to the right, 124.53 feet, said curve having a radius of 403.69 feet, a central angle of $17^{\circ} 40' 30''$, and a chord of 124.04 feet which bears South $66^{\circ} 48' 08''$ West;

Thence, leaving said northerly right of way, North $14^{\circ} 21' 37''$ West, 10.00 feet;

Thence, along the arc of a curve which deflects to the left, 103.08 feet, said curve having a radius of 393.69 feet, a central angle of $15^{\circ} 00' 08''$, and a chord of 102.79 feet which bears North $68^{\circ} 08' 19''$ East;

Thence, North $03^{\circ} 49' 22''$ East, 18.47 feet;

Thence, North $49^{\circ} 12' 27''$ West, 54.29 feet to the northerly line of said Sublot No. 48;

Thence, along the northerly line of said Sublot No. 48, North $70^{\circ} 11' 35''$ East, 11.47 feet to the southwesterly right of way of Riverview Road;

Thence, along the southwesterly right of way of Riverview Road, South $53^{\circ} 02' 06''$ East, 80.16 feet to the point of beginning.

Containing within said bounds 0.0538 acres (2,342 square feet) of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in November, 2023.

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

**Permanent Easement
Across PPN 602-08-010
0.0538 Acres
Page 2 of 2**

T. A. Bixler 12-20-23

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

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



RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5583

**A RESOLUTION ACCEPTING A TEMPORARY ACCESS
EASEMENT FOR ACCESS ACROSS CERTAIN LANDS
OWNED BY DANIEL J. BOROSH & RANDI L. BOROSH
AND KNOWN AS PPN 602-08-007; AND DECLARING
AN EMERGENCY**

WHEREAS, the City of Brecksville must accept an easement across certain lands owned by Daniel J. Borosh & Randi L. Borosh to undertake a Flood Reduction at Riverview Road Project.

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


SECTION 1. The Mayor be, and he hereby is, authorized to accept a Temporary Access Easement for access across certain lands owned by Daniel J. Borosh & Randi L. Borosh and known as PPN 602-08-007, a copy of which Temporary 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.

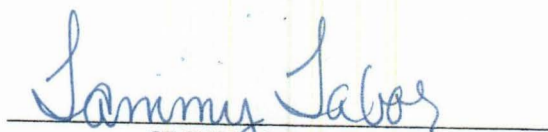
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement for access to complete the Project, therefore, said Resolution 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: August 6, 2024

APPROVED: August 6, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5583 duly passed by the Council of the City of Brecksville, Ohio, on 8-6, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8-9, 2024.



CLERK OF COUNCIL

TEMPORARY ACCESS EASEMENT ACROSS CERTAIN LANDS OWNED BY

DANIEL J. BOROSH & RANDI L. BOROSH

(Permanent Parcel No. 602-08-007)

This Temporary Access Easement is made this _____ day of _____, 2024, by Daniel J. Borosh & Randi L. Borosh, 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 AFN 201701300625 of Cuyahoga County Records, (hereinafter referred to as "Premises"), in consideration of the sum of one thousand three hundred fifty dollars (\$1,350.00) the receipt of which is acknowledged by Grantor to the City of Brecksville, Ohio, and/or its duly authorized departments, divisions employees, agents, contractors and/or subcontractors (hereinafter referred to as "City").

WITNESSETH

WHEREAS, the Northeast Ohio Regional Sewer District will be undertaking CSPA04 – Flood Reduction at Riverview Road project (hereinafter referred to as "Project"), of which the City of Brecksville is a project sponsor and ultimate owner of the improvements, and 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 the City, its agents or employees, the temporary uninterrupted access, ingress, and egress rights 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 Easement"), excluding any access in, through, or under the existing structure, 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 remove trees and landscaping; store materials and equipment; removal and replacement of portions of the driveway; and complete all restoration within said easement area on the Property of the Grantor related to the construction of the Project. The Project shall be substantially complete within 300 days after initial mobilization. Access for final restoration and addressing project punch list items shall not exceed 540 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 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.

4. The City shall restore the project as follows:
 - a. All lawn areas shall be graded and restored upon completion with grass per the specifications included in the improvement plans.
 - b. The City is responsible for any damage and/or restoration 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 work and acceptance by the City.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Brecksville, Ohio,
on the 7th day of August, 2024.

Daniel J. Borosh
Daniel J. Borosh

Randi L. Borosh
Randi L. Borosh

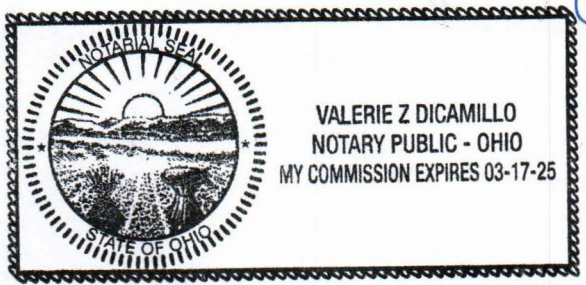
STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above
named (print name) DANIEL + RANDI BOROSH, 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 7th day of August, 2024.

V. Di Camillo
Notary Public



CITY OF BRECKSVILLE

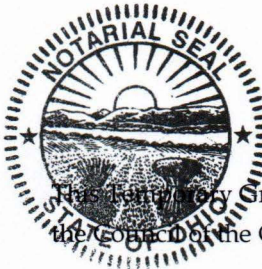
By: [Signature]
Daryl J. Kingston Mayor

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 6 day of August, 2024.



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

[Signature]
Notary Public

The temporary Grading and Access Easement was authorized by Resolution No. 5580, adopted by the Council of the City of Brecksville on the 6 day of August, 2024.

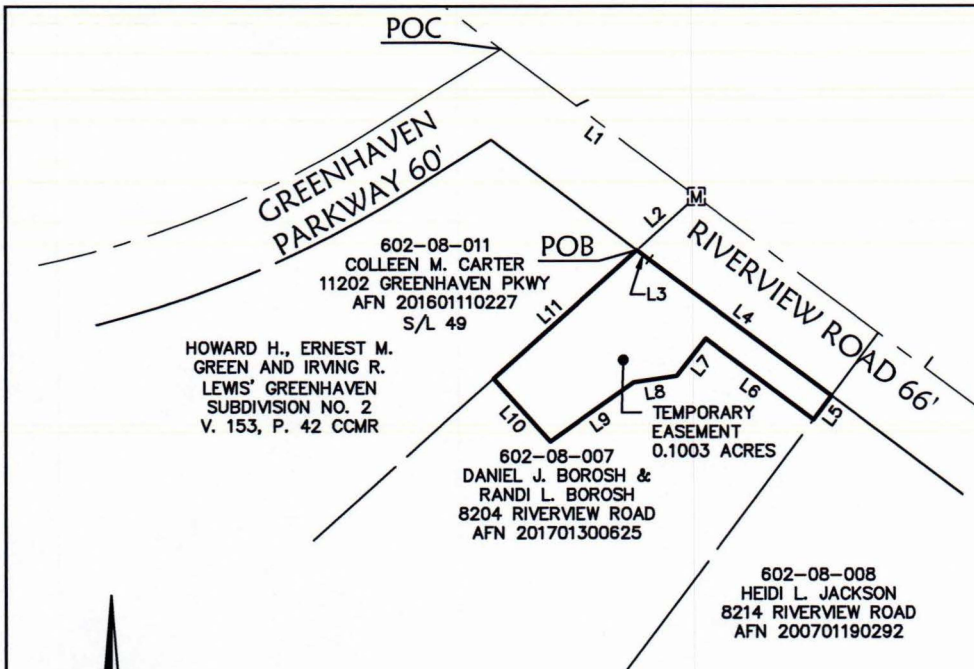
[Signature]
Tammy Tabor, Clerk of Council

Approved as to Form:

[Signature]
Law Director, City of Brecksville
Law Director

TEMPORARY EASEMENT
 ACROSS PARCEL NO. 602-08-007
 PART OF ORIGINAL BRECKSVILLE
 TOWNSHIP LOT NO. 96
 CITY OF BRECKSVILLE,
 COUNTY OF CUYAHOGA,
 STATE OF OHIO

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S53°02'06"E	102.95'
L2	S48°13'14"W	33.65'
L3	S53°02'06"E	6.60'
L4	S53°08'09"E	95.71'
L5	S36°51'51"W	12.56'
L6	N53°08'09"W	56.85'
L7	S37°35'47"W	19.86'
L8	S81°23'16"W	18.43'
L9	S54°44'09"W	43.00'
L10	N41°52'39"W	35.74'
L11	N48°13'14"E	81.10'



SCALE: 1"=60'
 MAY 16, 2024

Trevor A. Bixler 5-16-24

TREVOR A. BIXLER
 PROFESSIONAL SURVEYOR, OHIO NO. 7730



ABBREVIATIONS

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

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

**Temporary Easement
Across PPN 602-08-007
0.1003 Acres
Page 1 of 2**

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio, and known as being part of Original Brecksville Township Lot No. 96. Also being part of the land conveyed to Daniel J. Borosh and Randi L. Borosh as recorded in AFN 201701300625 of the Cuyahoga County Records, being more definitely described as follows;

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

Thence, along the centerline of Riverview Road, South $53^{\circ} 02' 06''$ West, 102.95 feet to a 1" iron pin in a monument box found at the most northerly corner of said land conveyed to Daniel J. Borosh and Randi L. Borosh;

Thence, leaving the centerline of Riverview Road, along the northwesterly line of said land conveyed to Daniel J. Borosh and Randi L. Borosh, South $48^{\circ} 13' 14''$ West, 33.65 feet to the southwesterly right of way of Riverview Road and the **True Point of Beginning** for the easement herein described;

Thence, leaving the northwesterly line of said land conveyed to Daniel J. Borosh and Randi L. Borosh, along the southwesterly right of way of Riverview Road, the following two courses;

South $53^{\circ} 02' 06''$ East, 6.60 feet;

Thence, South $53^{\circ} 08' 09''$ East, 95.71 feet to the southeasterly line of said land conveyed to Daniel J. Borosh and Randi L. Borosh;

Thence, leaving said southwesterly right of way, along the southeasterly line of said land conveyed to Daniel J. Borosh and Randi L. Borosh, South $36^{\circ} 51' 51''$ West, 12.56 feet;

Thence, leaving said southeasterly line, North $53^{\circ} 08' 09''$ West, 56.85 feet;

Thence, South $37^{\circ} 35' 47''$ West, 19.86 feet;

Thence, South $81^{\circ} 23' 16''$ West, 18.43 feet;

Thence, South $54^{\circ} 44' 09''$ West, 43.00 feet;

Thence, North $41^{\circ} 52' 39''$ West, 35.74 feet to the northwesterly line of said land conveyed to Daniel J. Borosh and Randi L. Borosh;

Thence, along the northwesterly line of said land conveyed to Daniel J. Borosh and Randi L. Borosh, North $48^{\circ} 13' 14''$ East, 81.10 feet to the point of beginning.

Containing within said bounds 0.1003 acres (4,369 square feet) of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in November, 2023.

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

Temporary Easement
Across PPN 602-08-007
0.1003 Acres
Page 2 of 2

Trevor A. Bixler 5-16-24

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

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



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RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5884

Resolution No. _____

**A RESOLUTION ACCEPTING A TEMPORARY EASEMENT
ACROSS CERTAIN LANDS OWNED BY KENNETH KAZEL
AND KNOWN AS PPN 602-08-012; AND DECLARING
AN EMERGENCY**

WHEREAS, the City of Brecksville must accept a temporary easement across certain lands owned by Kenneth Kazel to undertake a Flood Reduction at Riverview Road Project.

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

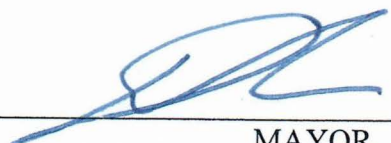
SECTION 1. The Mayor be, and he hereby is, authorized to accept a Temporary Easement across certain lands owned by Kenneth Kazel and known as PPN 602-08-012, a copy of which Temporary Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

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.

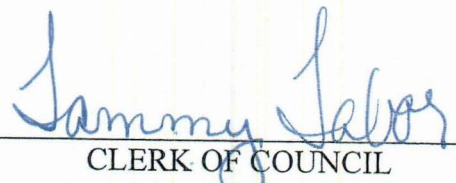
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement for access to complete the Project, therefore, said Resolution 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: August 6, 2024

APPROVED: August 6, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5884 duly passed by the Council of the City of Brecksville, Ohio, on 8.6, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8.9, 20 24.



CLERK OF COUNCIL

EXHIBIT “A”

TEMPORARY EASEMENT ACROSS CERTAIN LANDS OWNED BY

KENNETH KAZEL

(Permanent Parcel No. 602-08-012)

This Temporary Easement is made this _____ day of _____, 2024, by Kenneth Kazel, 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 AFN 201702280362 of Cuyahoga County Records, (hereinafter referred to as “Premises”), in consideration of the sum of three hundred dollars (\$300.00) the receipt of which is acknowledged by Grantor to the City of Brecksville, Ohio, and/or its duly authorized departments, divisions employees, agents, contractors and/or subcontractors (hereinafter referred to as “City”).

WITNESSETH

WHEREAS, the Northeast Ohio Regional Sewer District will be undertaking CSPA04 – Flood Reduction at Riverview Road project (hereinafter referred to as “Project”), of which the City of Brecksville is a project sponsor and ultimate owner of the improvements, and 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 the City, its agents or employees, the temporary uninterrupted access, ingress, and egress rights 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 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 remove trees and landscaping; store materials and equipment; removal and replacement of portions of the driveway; and complete all restoration within said easement area on the Property of the Grantor related to the construction of the Project. The Project shall be substantially complete within 300 days after initial mobilization. Access for final restoration and addressing project punch list items shall not exceed 540 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 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.

4. The City shall restore the project as follows:
 - a. All lawn areas shall be graded and restored upon completion with grass per the specifications included in the improvement plans.
 - b. The City is responsible for any damage and/or restoration 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. During the period of construction, the City shall have the right to enclose the Temporary Easement area with a temporary security fence for the purpose of prohibiting access onto the Temporary Easement by persons other than the Grantee's authorized agents, representatives and employees. Upon completion of construction, Grantee shall remove the temporary fence at its sole expense.
6. The Grantor hereby reserves the right to the use of said premises within the limits of the above described Temporary Easement area for purposes which are not herein expressly prohibited by, and are not inconsistent with, the easement and rights herein granted.
7. The City will assume no obligation of maintenance as it related to the temporary easement area after the completion of the aforementioned work and acceptance by the City.
8. It is the intent of this Temporary Easement that the Northeast Ohio Regional Sewer District and its employees, consultants, contractors and agents will access the Temporary Easement area and use vehicles, equipment, materials and machinery within the Temporary Easement area for the activities and purposes set forth herein to construct the Project.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at _____, Ohio,
on the ____ day of _____, 2024.

Kenneth Kazel

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

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

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

Notary Public

CITY OF BRECKSVILLE

By: _____
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 _____,
Ohio, this _____ day of _____, 2024.

Notary Public

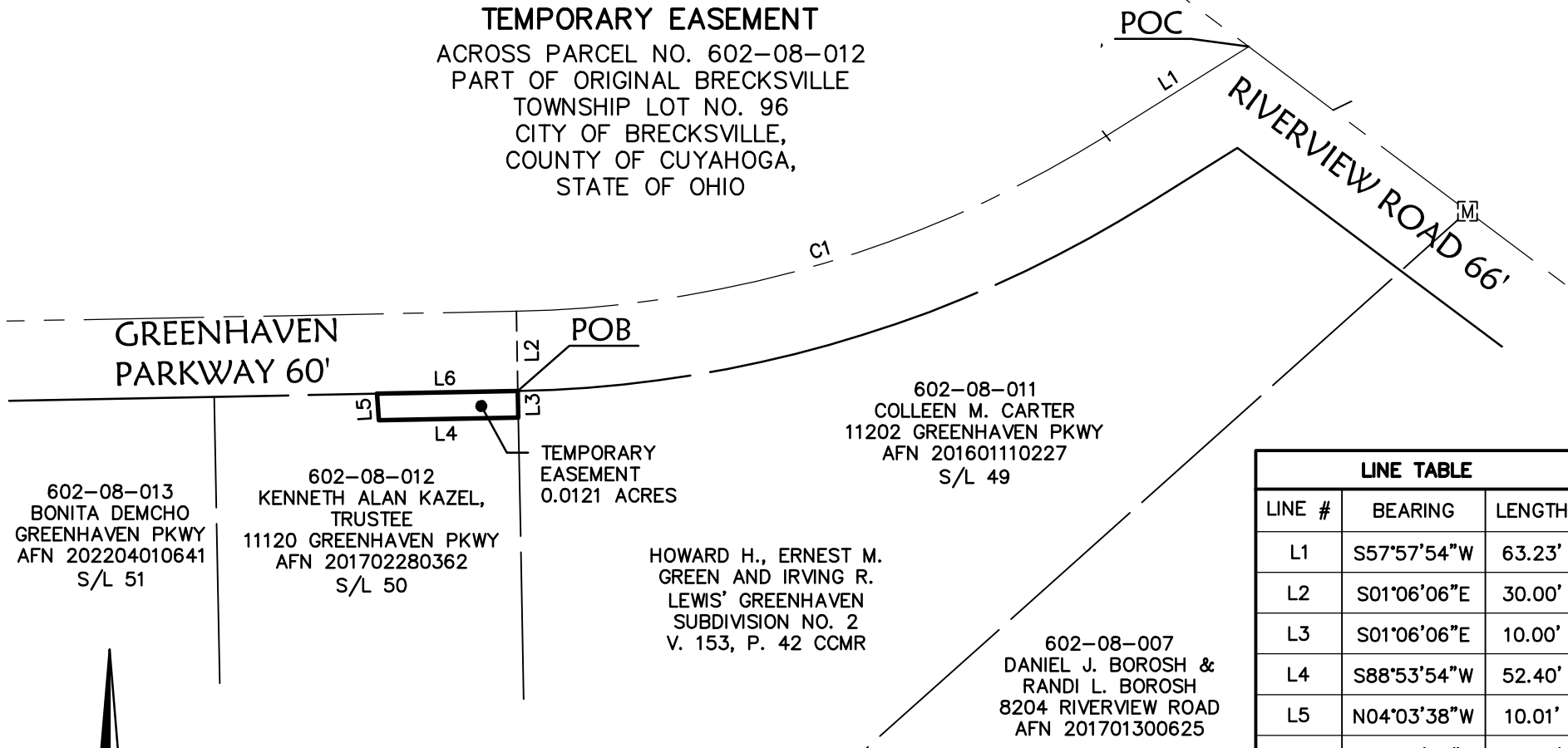
This Temporary Grading and Access Easement was authorized by Resolution No. _____, adopted by the Council of the City of Brecksville on the ____ day of _____, 2024.

Tammy Tabor, Clerk of Council

Approved as to Form:

Law Director, City of Brecksville

TEMPORARY EASEMENT
 ACROSS PARCEL NO. 602-08-012
 PART OF ORIGINAL BRECKSVILLE
 TOWNSHIP LOT NO. 96
 CITY OF BRECKSVILLE,
 COUNTY OF CUYAHOGA,
 STATE OF OHIO



602-08-013
 BONITA DEMCHO
 GREENHAVEN PKWY
 AFN 202204010641
 S/L 51

602-08-012
 KENNETH ALAN KAZEL,
 TRUSTEE
 11120 GREENHAVEN PKWY
 AFN 201702280362
 S/L 50

TEMPORARY
 EASEMENT
 0.0121 ACRES

HOWARD H., ERNEST M.
 GREEN AND IRVING R.
 LEWIS' GREENHAVEN
 SUBDIVISION NO. 2
 V. 153, P. 42 CCMR

602-08-011
 COLLEEN M. CARTER
 11202 GREENHAVEN PKWY
 AFN 201601110227
 S/L 49

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

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S57°57'54"W	63.23'
L2	S01°06'06"E	30.00'
L3	S01°06'06"E	10.00'
L4	S88°53'54"W	52.40'
L5	N04°03'38"W	10.01'
L6	N88°53'54"E	52.92'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	234.14'	433.69'	30°56'00"	S73°25'54"W	231.31'



SCALE: 1"=60'
 DECEMBER 20, 2023

T. A. Bixler 12-20-23

TREVOR A. BIXLER
 PROFESSIONAL SURVEYOR, OHIO NO. 7730



ABBREVIATIONS

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

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

**Temporary Easement
Across PPN 602-08-012
0.0121 Acres
Page 1 of 1**

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio, and known as being part of Sublot No. 50 in Howard H., Ernest M. Green and Irving R. Lewis' Greenhaven Subdivision No. 2 of part of Original Brecksville Township Lot No. 96 as recorded in Volume 153, Page 42 of the Cuyahoga County Map Records. Also being part of the land conveyed to Kenneth Alan Kazel, Trustee as recorded in AFN 201702280362 of the Cuyahoga County Records, being more definitely described as follows;

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

Thence, along the centerline of Greenhaven Parkway, the following two courses;

South 57° 57' 54" West, 63.23 feet;

Thence, along the arc of a curve which deflects to the right, 234.14 feet, said curve having a radius of 463.69 feet, a central angle of 30° 56' 00", and a chord of 231.31 feet which bears South 73° 25' 54" West;

Thence, leaving the centerline of Greenhaven Parkway, South 01° 06' 06" East, 30.00 feet to the southerly right of way of Greenhaven Parkway at the northeasterly corner of said Sublot No. 50 and the **True Point of Beginning** for the easement herein described;

Thence, leaving said southerly right of way, along the easterly line of said Sublot No. 50, South 01° 06' 06" East, 10.00 feet;

Thence, leaving the easterly line of said Sublot No. 50, South 88° 53' 54" West, 52.40 feet;

Thence, North 04° 03' 38" West, 10.01 feet to the southerly right of way of Greenhaven Parkway;

Thence, along the southerly right of way of Greenhaven Parkway, North 88° 53' 54" East, 52.92 feet to the point of beginning.

Containing within said bounds 0.0121 acres (527 square feet) of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in November, 2023.

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

T. A. Bixler 12-20-23

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

KS ASSOCIATES
Civil Engineers + Surveyors

260 Burns Road, Suite 100
Elyria, OH 44035
440 365 4730

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RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5885

Resolution No. _____

**A RESOLUTION ACCEPTING A PERMANENT EASEMENT
FOR CONSTRUCTION, RECONSTRUCTION, OPERATING,
MAINTAINING, REPAIRING AND REPLACING PUBLIC
UTILITIES, AND APPURTENANCES THERETO IN, UNDER,
ACROSS AND THROUGH CERTAIN LANDS OWNED BY
ALLEN J. KENNEDY JR. & LINDA KENNEDY AND KNOWN
AS PPN 602-23-007; AND DECLARING AN EMERGENCY**

WHEREAS, the City of Brecksville must accept a permanent sewer easement across certain lands owned by Allen J. Kennedy Jr. & Linda Kennedy to undertake a Flood Reduction at Riverview Road Project.

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

SECTION 1. The Mayor be, and he hereby is, authorized to accept a Permanent Easement for construction, reconstruction, operating, maintaining, repairing and replacing public utilities, and appurtenances thereto in, under, across and through certain lands owned by Allen J. Kennedy Jr. & Linda Kennedy and known as PPN 602-23-007, a copy of which Permanent Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

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

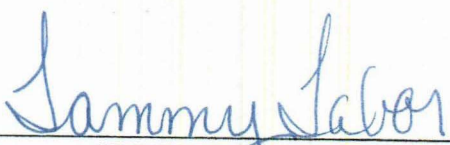
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement to complete the Project, therefore, said Resolution shall be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

PASSED: August 6, 2024

APPROVED: August 6, 2024

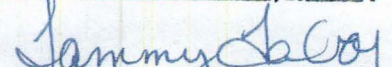


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5885 duly passed by the Council of the City of Brecksville, Ohio, on 8-6, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8-9, 20 24.



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

ALLEN J. KENNEDY JR. & LINDA KENNEDY

(Permanent Parcel No. 602-23-007)

KNOW ALL PERSONS BY THESE PRESENTS that Allen J. Kennedy Jr. & Linda Kennedy, their successors and assigns (hereinafter collectively referred to as "Grantor") who are the owners of certain land by deed recorded as VOL.15035 PG. 37 of Cuyahoga County Records, (hereinafter referred to as "Premises") in consideration of the sum of one thousand six hundred dollar (\$1,600.00) the receipt of which is acknowledged by Grantor, and for other good and valuable consideration received to their full satisfaction, do hereby give, grant, bargain and convey, unto the City of Brecksville (hereinafter referred to as "Grantee"), its successors and assigns, the perpetual right and perpetual easement to enter upon that portion of the Grantors' Premises, as described in Exhibit "A", attached hereto and expressly made a part hereof by reference (hereinafter referred to as the "Easement Area"), and to remove trees and other obstructions when necessary and in, under, across and through the aforesaid Easement Area to lay, construct, relay, reconstruct, improve, maintain, operate, use, alter, repair, inspect, remove or replace public utilities and appurtenances thereto (herein, collectively the "Facilities") and also the right to enter upon the aforesaid Easement Area, or any part thereof at any time for any of the foregoing purposes and the doing of all things necessary or incident thereto. The exercise and nature of the rights granted herein shall be at the sole discretion of the Grantee.

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

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

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

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

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

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

CITY OF BRECKSVILLE

By: [Signature]
Daryl J. Kingston, Mayor

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

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

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



6 day of August, 2024.
TAMMY TABOR
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
8-9-2028

[Signature]
Notary Public

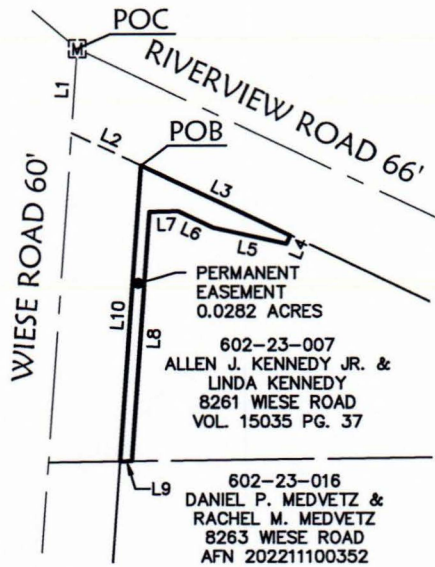
This Easement was authorized by Resolution No. 5585, adopted by the Council of the City of Brecksville on the 6 day of August, 2024

[Signature]
Tammy Tabor, Clerk of Council

Approved as to Form:

[Signature]
Law Director, City of Brecksville
[Signature]
Law Director

PERMANENT EASEMENT
 ACROSS PARCEL NO. 602-23-007
 PART OF ORIGINAL BRECKSVILLE
 TOWNSHIP LOT NO. 96
 CITY OF BRECKSVILLE,
 COUNTY OF CUYAHOGA,
 STATE OF OHIO



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S04°03'14"W	35.42'
L2	S64°39'44"E	32.20'
L3	S64°39'44"E	69.75'
L4	S25°20'16"W	4.00'
L5	N77°23'11"W	31.55'
L6	N64°34'27"W	16.33'
L7	S88°49'55"W	12.18'
L8	S04°03'14"W	104.85'
L9	S89°17'06"W	5.02'
L10	N04°03'14"E	124.77'



SCALE: 1"=60'
 DECEMBER 20, 2023

T. A. Bixler 12-20-23

TREVOR A. BIXLER
 PROFESSIONAL SURVEYOR, OHIO NO. 7730

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ABBREVIATIONS

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

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

**Permanent Easement
Across PPN 602-23-007
0.0282 Acres
Page 1 of 2**

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio, and known as being part of Original Brecksville Township Lot No. 96. Also being part of the land conveyed to Allen J. Kennedy Jr. and Linda Kennedy as recorded in Volume 15035, Page 37 of the Cuyahoga County Records, being more definitely described as follows;

Commencing at a 1" iron pin in a monument box found at the intersection of the centerline of Riverview Road (66 feet wide) and the centerline of Wiese Road (60 feet wide);

Thence, along the centerline of Wiese Road, South 04° 03' 14" West, 35.42 feet;

Thence, leaving the centerline of Wiese Road, South 64° 39' 44" East, 32.20 feet to the intersection of the southwesterly right of way of Riverview Road and easterly right of way of Wiese Road and the **True Point of Beginning** for the easement herein described;

Thence, along the southwesterly right of way of Riverview Road, South 64° 39' 44" East, 69.75 feet;

Thence, leaving said southwesterly right of way, South 25° 20' 16" West, 4.00 feet;

Thence, North 77° 23' 11" West, 31.55 feet;

Thence, North 64° 34' 27" West, 16.33 feet;

Thence, South 88° 49' 55" West, 12.18 feet;

Thence, South 04° 03' 14" West, 104.85 feet to the southerly line of said land conveyed to Allen J. Kennedy Jr. and Linda Kennedy;

Thence, along the southerly line of said land conveyed to Allen J. Kennedy Jr. and Linda Kennedy, South 89° 17' 06" West, 5.02 feet to the easterly right of way of Wiese Road;

Thence, along the easterly right of way of Wiese Road, North 04° 03' 14" East, 124.77 feet to the point of beginning.

Containing within said bounds 0.0282 acres (1,228 square feet) of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in November, 2023.

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

Permanent Easement
Across PPN 602-23-007
0.0282 Acres
Page 2 of 2

T. A. Bixler 12-20-23

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

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



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RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE
5586

Resolution No. _____

**A RESOLUTION ACCEPTING A PERMANENT EASEMENT
FOR CONSTRUCTION, RECONSTRUCTION, OPERATING,
MAINTAINING, REPAIRING AND REPLACING STORM SEWER
FACILITIES, AND APPURTENANCES THERETO IN, UNDER,
ACROSS AND THROUGH CERTAIN LANDS OWNED BY
ROBERT NEJEDLIK AND KNOWN AS PPN 603-07-014;
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Brecksville must accept a permanent sewer easement across certain lands owned by Robert Nejedlik to undertake a Highland Culvert Replacement Project.

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

SECTION 1. The Mayor be, and he hereby is, authorized to accept a Permanent Easement for construction, reconstruction, operating, maintaining, repairing and replacing storm sewer facilities, and appurtenances thereto in, under, across and through certain lands owned by Robert Nejedlik and known as PPN 603-07-014, a copy of which Permanent Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

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

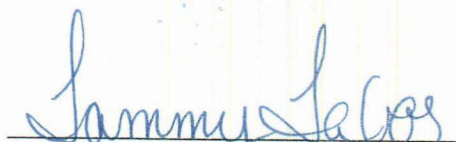
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement to complete the Project, therefore, said Resolution shall be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

PASSED: _____ August 6, 2024

APPROVED: _____ August 6, 2024

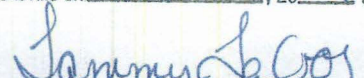


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5586 duly passed by the Council of the City of Brecksville, Ohio, on 8-6, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8-9, 20 24.



CLERK OF COUNCIL

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

ROBERT NEJEDLIK

(Permanent Parcel No. 603-07-014)

KNOW ALL PERSONS BY THESE PRESENTS that Robert Nejedlik, their successors and assigns (hereinafter collectively referred to as "Grantor") who are the owners of certain land by deed recorded as AFN 201005280543 of Cuyahoga County Records, (hereinafter referred to as "Premises") in consideration of the sum of three thousand dollars (\$3,000.00) the receipt of which is acknowledged by Grantor, and for other good and valuable consideration received to their full satisfaction, do hereby give, grant, bargain and convey, unto the City of Brecksville (hereinafter referred to as "Grantee"), its successors and assigns, the perpetual right and perpetual easement to enter upon that portion of the Grantors' Premises, as described in Exhibit "A", attached hereto and expressly made a part hereof by reference (hereinafter referred to as the "Easement Area"), and to remove trees and other obstructions when necessary and in, under, across and through the aforesaid Easement Area to lay, construct, relay, reconstruct, maintain, operate, use, alter and repair storm sewer facilities, and appurtenances thereto and also the right to enter upon the aforesaid Easement Area, or any part thereof at any time for any of the foregoing purposes and the doing of all things necessary or incident thereto.

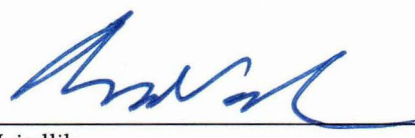
The Grantor hereby restricts said Premises within the limits of the aforesaid Easement Area against the construction thereon of any buildings or other structures of a temporary or permanent type, or the construction in, over or subjacent to the above-described Easement Area of any tunnels, sewers, ducts, pipes or poles within the limits of the above-described Easement Area. Further to restrict the storing or placing of any materials, parking of any vehicles of any type, equipment or obstruction thereon, or otherwise interfering with the access to or the maintenance of the storm sewer facilities, and appurtenances thereto and also restrict the planting or sufferance thereon or in such proximity thereto of trees and shrubbery which may restrict the accessibility of the storm and sanitary sewer facilities, and appurtenances thereto.

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

The Grantee hereby agrees to install a natural wood split rail fence as fall protection around the headwalls and wingwalls within said easement area. Such fence will be part of the improvements and maintenance the Grantee.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Brecksville, Ohio,
on the 17th day of July, 2024




Robert Nejedlik

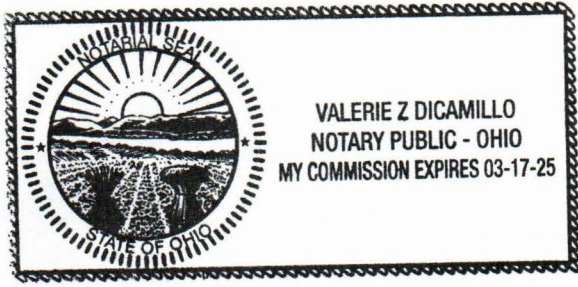
STATE OF OHIO)
)SS: NOTARY PUBLIC
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above
named (print name) ROBERT NEJEDLIK, 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 17th day of July, 2024.



Notary Public



CITY OF BRECKSVILLE

By: [Signature]
Daryl J. Kingston, Mayor

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brecksville, Ohio, this 6 day of August, 2024.



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

[Signature]
Notary Public

This Permanent Easement was authorized by Resolution No. 5586, adopted by the Council of the City of Brecksville on the 6 day of August, 2024.

[Signature]
Tammy Tabor, Clerk of Council

Approved as to Form:

[Signature]
Law Director, City of Brecksville
[Signature]
Law Director

Storm Sewer Easement
Nejedlik Parcel
P.P.N. 603-07-014
DGB 3810-14E

April, 2024

EXHIBIT "A"
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. 36, bounded and described as follows:

Beginning at a point in the easterly line of Highland Drive, 60 feet wide, at the northwest corner of land conveyed to Robert Nejedlik by deed dated May 28, 2010 and recorded in A.F.N. 201005280543 of Cuyahoga County Map Records;

Thence South 79 degrees 28 minutes 27 seconds East, 35.00 feet along the northly line of said land conveyed to Robert Nejedlik to a point, there in;

Thence South 10 degrees 31 minutes 33 seconds West, 50.00 feet to a point;

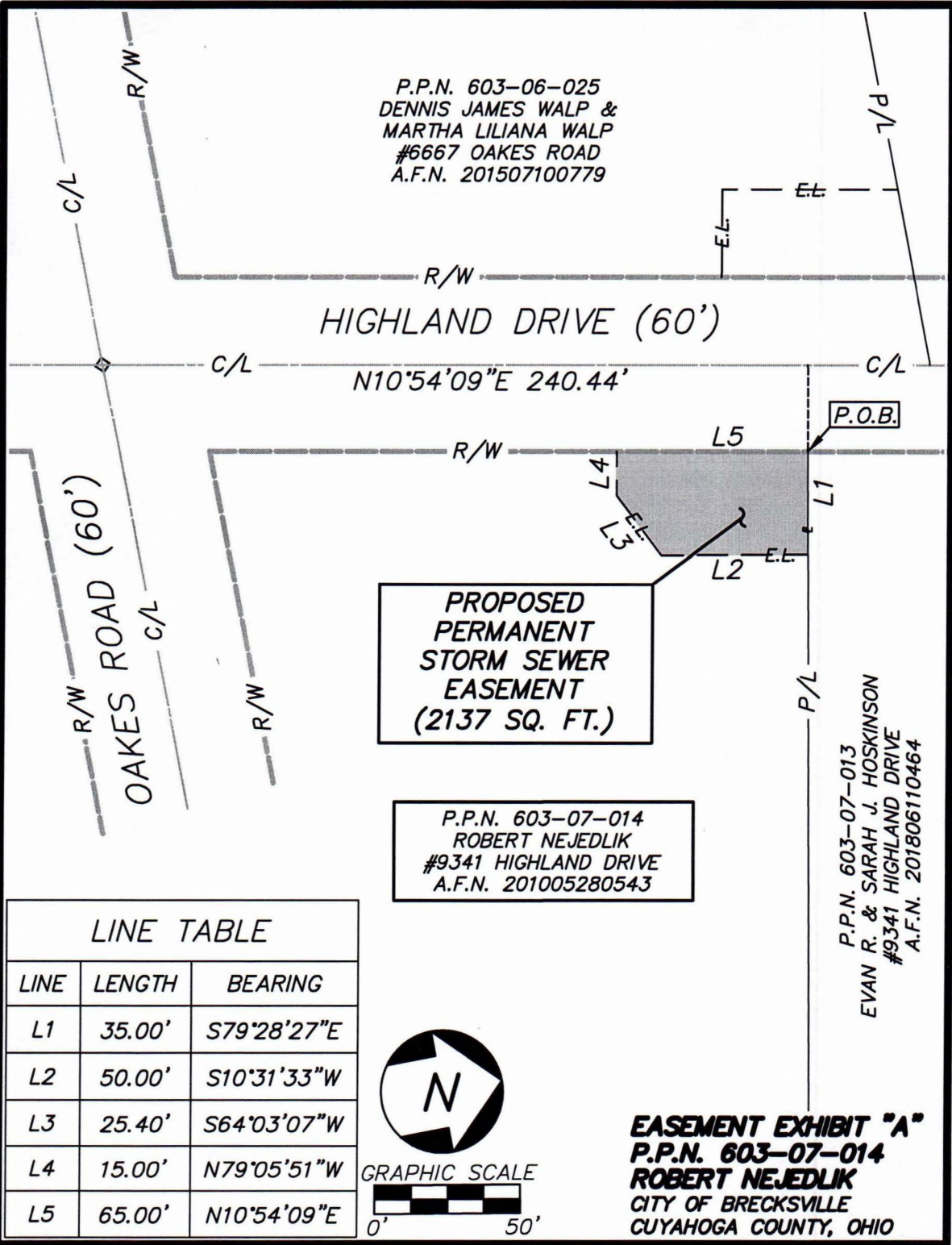
Thence South 64 degrees 03 minutes 07 seconds West, 25.40 feet to a point;

Thence North 79 degrees 05 minutes 51 seconds West, 15.00 feet to a point in the easterly line of Highland Drive. 60 feet wide;

Thence northeasterly along the easterly line of Highland Drive, 60 feet wide, North 10 degrees 54 minutes 09 seconds East, 65.00 feet to the place of beginning as described by Donald G. Bohning & Associates, Inc. in April 2024;

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

P.P.N. 603-06-025
 DENNIS JAMES WALP &
 MARTHA LILIANA WALP
 #6667 OAKES ROAD
 A.F.N. 201507100779



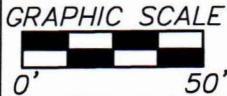
**PROPOSED
 PERMANENT
 STORM SEWER
 EASEMENT
 (2137 SQ. FT.)**

P.P.N. 603-07-014
 ROBERT NEJEDLIK
 #9341 HIGHLAND DRIVE
 A.F.N. 201005280543

P.P.N. 603-07-013
 EVAN R. & SARAH J. HOSKINSON
 #9341 HIGHLAND DRIVE
 A.F.N. 201806110464

LINE TABLE

LINE	LENGTH	BEARING
L1	35.00'	S79°28'27"E
L2	50.00'	S10°31'33"W
L3	25.40'	S64°03'07"W
L4	15.00'	N79°05'51"W
L5	65.00'	N10°54'09"E



EASEMENT EXHIBIT "A"
P.P.N. 603-07-014
ROBERT NEJEDLIK
 CITY OF BRECKSVILLE
 CUYAHOGA COUNTY, OHIO

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5587

Resolution No. _____

**A RESOLUTION ACCEPTING A PERMANENT EASEMENT
FOR CONSTRUCTION, RECONSTRUCTION, OPERATING,
MAINTAINING, REPAIRING AND REPLACING STORM SEWER
FACILITIES, AND APPURTENANCES THERETO IN, UNDER,
ACROSS AND THROUGH CERTAIN LANDS OWNED BY
DENNIS JAMES WALP & MARTHA LILIANA WALP AND
KNOWN AS PPN 603-06-025; AND DECLARING AN EMERGENCY**

WHEREAS, the City of Brecksville must accept a permanent sewer easement across certain lands owned by Dennis James Walp & Martha Liliana Walp to undertake a Highland Culvert Replacement Project.

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


SECTION 1. The Mayor be, and he hereby is, authorized to accept a Permanent Easement for construction, reconstruction, operating, maintaining, repairing and replacing storm sewer facilities, and appurtenances thereto in, under, across and through certain lands owned by Dennis James Walp & Martha Liliana Walp and known as PPN 603-06-025, a copy of which Permanent Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A."

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

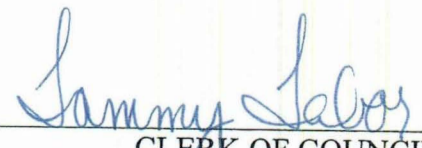
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement to complete the Project, therefore, said Resolution shall be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

PASSED: August 6, 2024

APPROVED: August 6, 2024

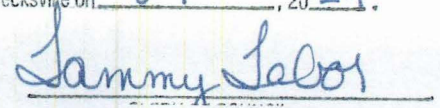


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5587 duly passed by the Council of the City of Brecksville, Ohio, on 8-6, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8-9, 20 24.



CLERK OF COUNCIL

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

DENNIS JAMES WALP & MARTHA LILIANA WALP

(Permanent Parcel No. 603-06-025)

KNOW ALL PERSONS BY THESE PRESENTS that Dennis James Walp and Martha Liliana Walp, their successors and assigns (hereinafter collectively referred to as "Grantor") who are the owners of certain land by deed recorded as AFN 201507100779 of Cuyahoga County Records, (hereinafter referred to as "Premises") in consideration of the sum of three thousand nine hundred dollars (\$3,900.00) the receipt of which is acknowledged by Grantor, and for other good and valuable consideration received to their full satisfaction, do hereby give, grant, bargain and convey, unto the City of Brecksville (hereinafter referred to as "Grantee"), its successors and assigns, the perpetual right and perpetual easement to enter upon that portion of the Grantors' Premises, as described in Exhibit "A", attached hereto and expressly made a part hereof by reference (hereinafter referred to as the "Easement Area"), and to remove trees and other obstructions when necessary and in, under, across and through the aforesaid Easement Area to lay, construct, relay, reconstruct, maintain, operate, use, alter and repair storm sewer facilities, and appurtenances thereto and also the right to enter upon the aforesaid Easement Area, or any part thereof at any time for any of the foregoing purposes and the doing of all things necessary or incident thereto.

The Grantor hereby restricts said Premises within the limits of the aforesaid Easement Area against the construction thereon of any buildings or other structures of a temporary or permanent type, or the construction in, over or subjacent to the above-described Easement Area of any tunnels, sewers, ducts, pipes or poles within the limits of the above-described Easement Area. Further to restrict the storing or placing of any materials, parking of any vehicles of any type, equipment or obstruction thereon, or otherwise interfering with the access to or the maintenance of the storm sewer facilities, and appurtenances thereto and also restrict the planting or sufferance thereon or in such proximity thereto of trees and shrubbery which may restrict the accessibility of the storm and sanitary sewer facilities, and appurtenances thereto.

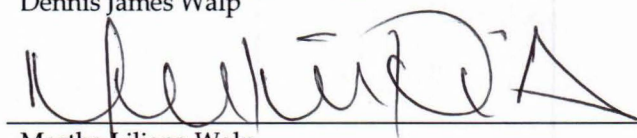
The Grantor hereby reserves the right to use said Premises within the limits of the above-described Easement Area as are not herein expressly prohibited by and are not inconsistent with the rights and easement hereby granted.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Brecksville, Ohio,
on the 19th day of July, 2024.



Dennis James Walp

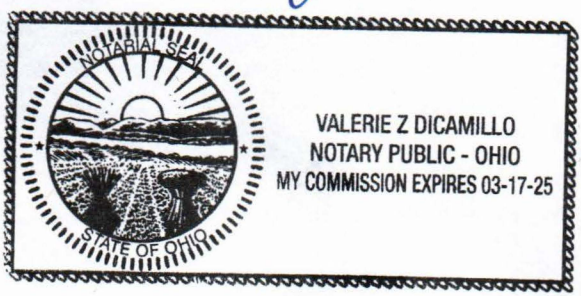


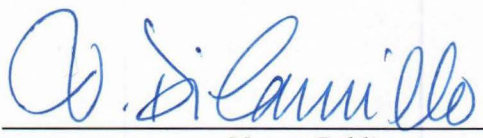
Martha Liliana Walp

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

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above
named (print name) DENNIS WALP, MARTHA WALP, 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 19th day of July, 2024.





Notary Public

1913

1913

1913



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,

6 day of August, 2024.



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

[Signature]
Notary Public

This Permanent Easement was authorized by Resolution No. 5587 adopted by the Council of the City of Brecksville on the 6 day of August, 2024.

[Signature]
Tammy Tabor, Clerk of Council

Approved as to Form:

[Signature]
Law Director, City of Brecksville
Law Director

Storm Sewer Easement
Walp Parcel
P.P.N. 603-06-025
DGB 3810-14E

April, 2024

EXHIBIT "A"
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. 36, bounded and described as follows:

Beginning at a point in the westerly line of Highland Drive, 60 feet wide, at the northeast corner of land conveyed to Dennis James Walp and Martha Liliana Walp by deed dated July 10, 2015 and recorded in A.F.N. 201507100779 of Cuyahoga County Map Records;

Thence South 10 degrees 54 minutes 09 seconds West along the westerly line of Highland Drive, 60 feet wide, 65.80 feet to a point, there in;

Thence North 79 degrees 05 minutes 51 seconds West, 30.00 feet to a point,

Thence North 10 degrees 54 minutes 09 seconds East, 60.00 feet to a point in the northerly line of land conveyed to Dennis James Walp and Martha Liliana Walp;

Thence northeasterly along the northerly line of land conveyed to Dennis James Walp and Martha Liliana Walp, North 89 degrees 57 minutes 04 seconds East, 30.56 feet; to a point in the westerly line of Highland Drive, 60 feet wide, and the place of beginning as described by Donald G. Bohning & Associates, Inc. in April 2024;

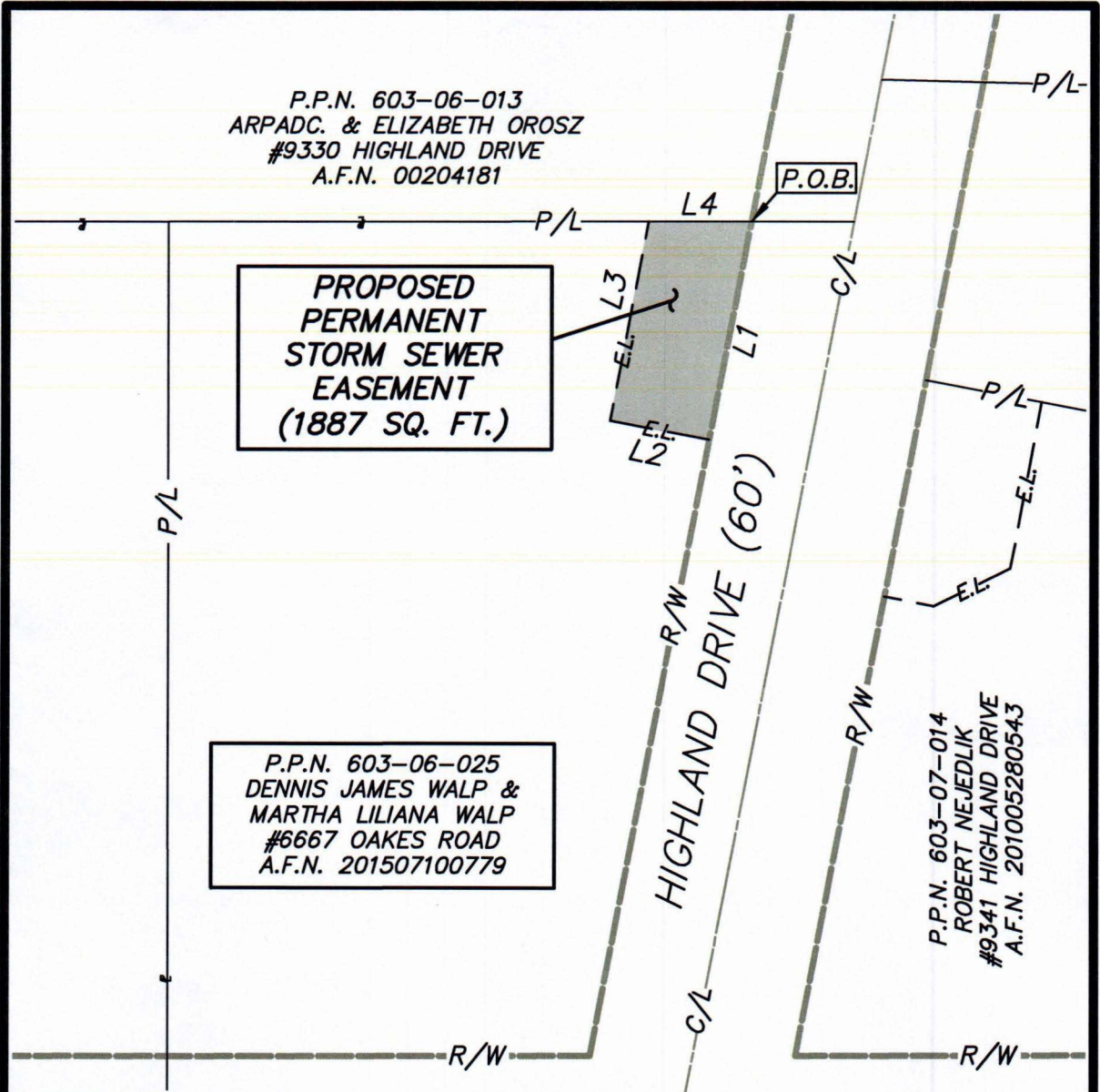
The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

P.P.N. 603-06-013
 ARPADC. & ELIZABETH OROSZ
 #9330 HIGHLAND DRIVE
 A.F.N. 00204181

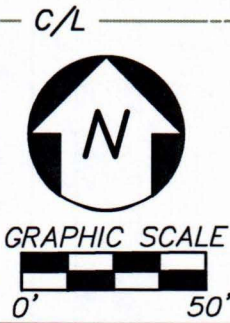
**PROPOSED
 PERMANENT
 STORM SEWER
 EASEMENT
 (1887 SQ. FT.)**

P.P.N. 603-06-025
 DENNIS JAMES WALP &
 MARTHA LILIANA WALP
 #6667 OAKES ROAD
 A.F.N. 201507100779

P.P.N. 603-07-014
 ROBERT NEJEDLIK
 #9341 HIGHLAND DRIVE
 A.F.N. 201005280543



LINE TABLE		
LINE	LENGTH	BEARING
L1	65.80'	S10°54'09"W
L2	30.00'	N79°05'51"W
L3	60.00'	N10°54'09"E
L4	30.56'	N89°57'04"E



OAKES ROAD
 (60')

EASEMENT EXHIBIT "A"
P.P.N. 603-06-025
DENNIS J. & MARTHA L. WALP
 CITY OF BRECKSVILLE
 CUYAHOGA COUNTY, OHIO

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5588

Resolution No. _____

**A RESOLUTION ACCEPTING A TEMPORARY GRADING
AND ACCESS EASEMENT ACROSS CERTAIN LANDS
OWNED BY ARPAD C. OROSZ AND ELIZABETH J. OROSZ
AND KNOWN AS PPN 603-06-013; AND DECLARING
AN EMERGENCY**

WHEREAS, the City of Brecksville must accept a temporary easement across certain lands owned by Arpad C. Orosz and Elizabeth J. Orosz to undertake a Highland Culvert Replacement Project.

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


SECTION 1. The Mayor be, and he hereby is, authorized to accept a Temporary Grading and Access Easement across certain lands owned by Arpad C. Orosz and Elizabeth J. Orosz and known as PPN 603-06-013, 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.

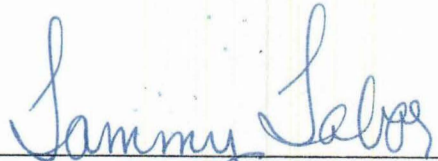
SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to obtain the easement for access to complete the Project, therefore, said Resolution 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: _____ August 6, 2024

APPROVED: _____ August 6, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5588 duly passed by the Council of the City of Brecksville, Ohio, on 8.6, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8.9, 2024.



CLERK OF COUNCIL

TEMPORARY GRADING & ACCESS EASEMENT ACROSS CERTAIN LANDS OWNED BY

ARPAD C. OROSZ and ELIZABETH J. OROSZ

(Permanent Parcel No. 603-06-013)

This Temporary Grading & Access Easement is made this 6^e day of August, 2024, by Arpad C. Orosz and Elizabeth J. Orosz, 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 AFN 00204181 of Cuyahoga County Records, (hereinafter referred to as "Premises"), in consideration of the sum of three hundred dollars (\$300.00) 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 Highland Drive Culvert Replacement 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 90 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. The City shall restore the project as follows:
 - a. All lawn areas shall be graded and restored upon completion with grass per the following City specification: All areas within the limits of this project outside of pavement construction and all areas disturbed by the contractor shall be re-vegetated per ODOT item 659. Seed mix shall be class 1 - lawn mixture, applied at double the seed rate specified in 659.09. All natural stones 1" or larger and all construction aggregate or debris shall be removed from the planting bed area prior to placing topsoil. The contractor shall furnish and place clean, sifted topsoil per ODOT 653 to a minimum depth of 2" over all areas to be seeded.
 - b. 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. Outside the easement area and within the City of Brecksville Highland Drive Right-of-way, four (4) pine trees exist on the Grantors frontage. As part of this project, the City agrees to adjust the project work limits to remove only the southernmost tree and save the remaining three (3) northern trees. Trimming of these trees may be necessary and can be performed as part of the project.
6. The City will assume no obligation of maintenance as it related to the temporary easement area after the completion of the aforementioned work and acceptance by the City.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Brecksville Ohio,
on the 24th day of July, 2024.

Arpad C. Orosz
Arpad C. Orosz

Elizabeth J. Orosz
Elizabeth J. Orosz

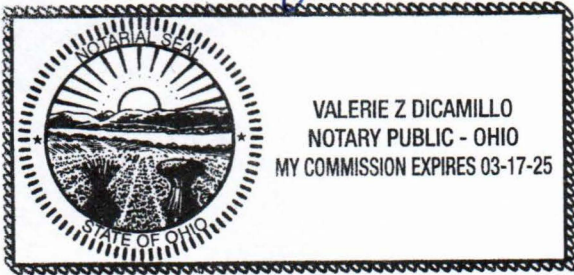
STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above
named (print name) ARPAD + ELIZABETH OROSZ, 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 24th day of July, 2024.

V. DiCamillo
Notary Public



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 16 day of August, 2024.



TAMMY TABOR
NOTARY PUBLIC - OHIO [Signature]
MY COMMISSION EXPIRES 8-9-2028 Notary Public

This ~~Temporary~~ Grading and Access Easement was authorized by Resolution No. 5588, adopted by the Council of the City of Brecksville on the 16 day of August, 2024.

[Signature]
Tammy Tabor, Clerk of Council

Approved as to Form:

[Signature]
Law Director, City of Brecksville
[Signature]
Law Director

P.P.N. 603-06-013
ARPADC. & ELIZABETH OROSZ
#9330 HIGHLAND DRIVE
A.F.N. 00204181

TEMPORARY
GRADING & ACCESS
EASEMENT
(917 SQ. FT.)

P.P.N. 603-06-025
DENNIS JAMES WALP &
MARTHA LILIANA WALP
#6667 OAKES ROAD
A.F.N. 201507100779



TEMPORARY EASEMENT EXHIBIT "A"
P.P.N. 603-06-013
ARPAD C. & ELIZABETH J. OROSZ
CITY OF BRECKSVILLE
CUYAHOGA COUNTY, OHIO

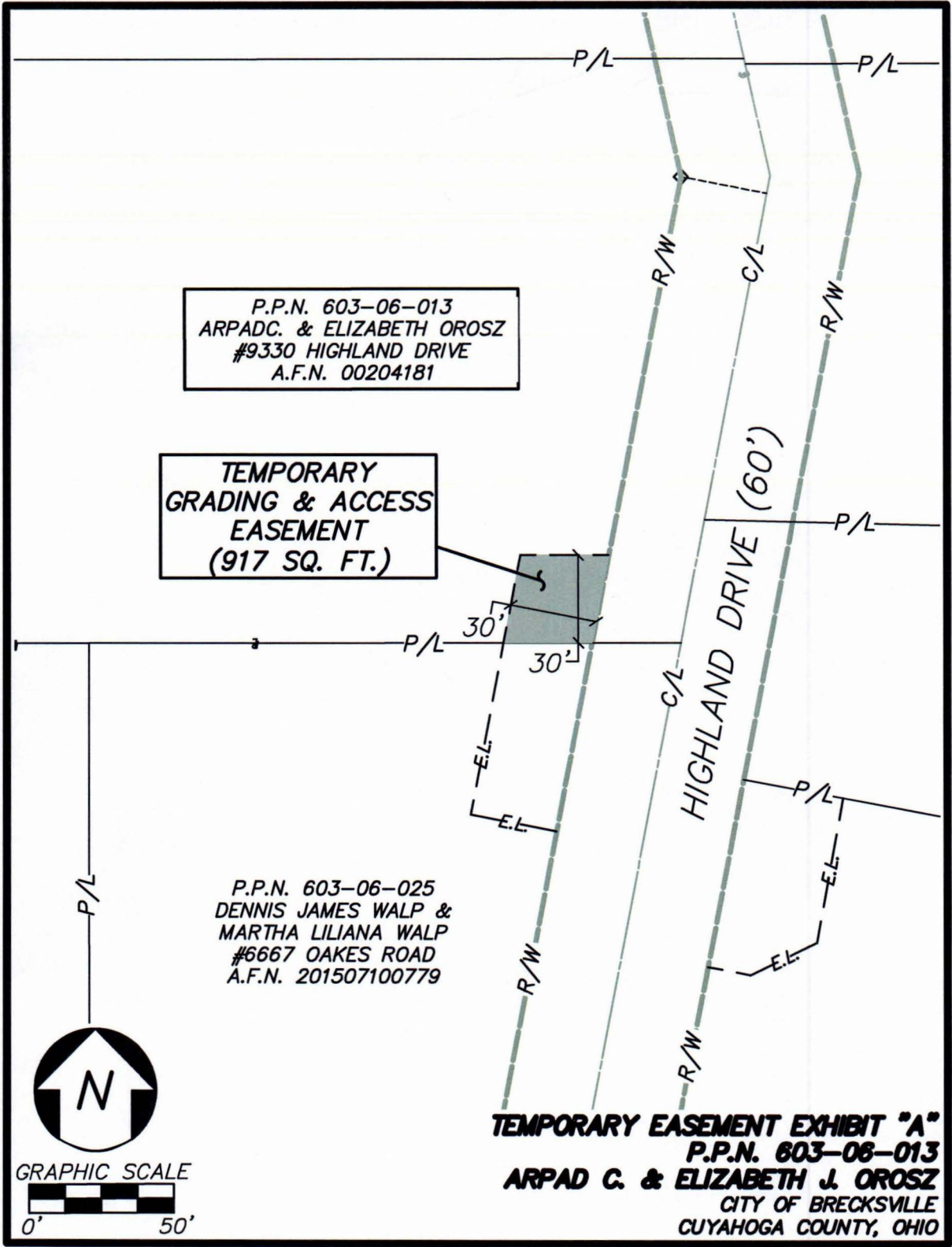


EXHIBIT "A"

CITY OF BRECKSVILLE

Fire Department

TO: Mayor Daryl Kingston
RE: Purchase of 2025 Freightliner M2 Life Line Highliner Ambulance
DATE: June 27, 2024

Mayor,

I respectfully request that we seek approval from City Council at the July 16, 2024 meeting to expend fire department capital funds in the amount of \$387,822.75 for the purchase of a 2025 Freightliner Life Line Ambulance.

Over the past 22 years, our department has utilized a three-year rotation program for our ambulance fleet. Every three years, a new ambulance is purchased and the other two ambulances rotate down to a back-up and reserve status. Our department has three ambulances in our fleet to ensure we always have at least two in service to respond to medical calls. The average lifespan of an ambulance in our department is nine years.

This new ambulance would replace a 2013 Ford that is nearly 11 years old. This request is for a Freightliner ambulance and the same design as the Freightliner we purchased three years ago. The Freightliner model has a higher towing capacity and suspension rating. The average lifespan of a Freightliner ambulance for a suburban fire department like ours is 15 years, compared to a nine year lifespan of a smaller model, like the Ford we are replacing. The vendor has not offered a trade-in for our Ford and it would have to be placed on GovDeals as per our city rules.

The firefighters are very happy with the current Freightliner that we have, because of the smoother ride and also from a safety aspect. Our department responds to Interstate 77 and the Ohio Turnpike and the firefighters like sitting-up higher and feel safer in the larger vehicle.

This unit is on state contract pricing under the Ohio Department of Administrative Services (Vendor: Pfund Superior Sales Co., Inc.) The schedule number is 2024STS800884 and the state contract has an expiration of January 1, 2025.

The funds for this budgeted purchase in the amount of \$387,822.75 would be encumbered from fire department account #C450 260 3300.

Thank you for your consideration and please let me know if you have any questions.

Sincerely,



Mark Bender
Fire Chief, Brecksville Fire Department





221 Chester Drive
Lower Burrell, PA 15068
Phone: 724-339-1600
Fax: 724-339-7509

**PROPOSAL ESTIMATE – CITY OF BRECKSVILLE
2025 Freightliner M2 Life Line Highliner**

June 27, 2024

PROPOSED TO:

City of Brecksville
9069 Brecksville Rd.
Brecksville, OH 44141

SELLER

Pfund Superior Sales Co., Inc.
221 Chester Dr.
Lower Burrell, PA 15068

Seller Proposes to Purchaser (1) 2025 Freightliner M2 Life Line Type I Ambulance, Model "**Highliner**", VIN # T.B.D. as per the attached specifications and modifications, F.O.B. Delivered to City of Brecksville Fire Dept. Brecksville, OH. Delivery to be determined by Life Line after receipt of chassis. The ambulance module production does not commence until the chassis has arrived at Life Line Emergency Vehicles. The Seller shall not be liable for failure to deliver or for any delay in delivering the motor vehicle covered by this agreement where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Seller. Delays from the chassis manufacturer will result in extended delivery time as will changes to this contract once the contract has been placed with Life Line Inc. Additions or deletions can only be made if the vehicle has not passed that point in production and the cost of the addition, deletion or change would be assessed at the time of request. Change order fees may apply.

PROPOSED/ESTIMATED PER STS 233 / VENDOR # 800884

- (1) **New 2025 Freightliner M2 Life Line "Custom Highliner" Type I Ambulance Including the Options As Listed On The Attached Quote Writer Form Dated 1-16-24.**

BASE ESTIMATED PRICE PER STS 233.....\$ 306,673.75

STS CONTRACT OTIONS..... 73,948.00
(Includes Stryker Power Load Installed)

NON-CONTRACT OPTIONS..... 7,261.00

NET COST FOB BRECKSVILE, OH.....\$ 387,822.75



LIFE LINE

EMERGENCY VEHICLES

QUOTATION

City of Brecksville
 Nick Zamiski
 9069 Brecksville Road
 Brecksville, Ohio 44141
 nzamiska@brecksville.oh.us

Pfund Superior Sales Co., Inc.,
 Terry Pfund
 221 Chester Dr.
 Lower Burrell, PA 15068
 724-339-1600
 tpfund@pfundsupeior.com

Exp. Date: 05/12/2023
 Quote No: 10044-0003
 BODY: HIGH C HIGHLINER

06/27/2024

Page 1

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
== HIGHLINER - 2.000 04/03/23 ==					
MASTER PARTS REVISION DATE (Start 01-02-24 to 04-02-24)					
00-00-0500	<	LIFE LINE WARRANTY Warranties Include: Lifetime Modular Body Warranty Lifetime Electrical Harness Warranty Lifetime Limited Cabinet Warranty 5-Year/60,000 Mile Product Conversion Warranty 10-Year/100,000 Mile Electrical Warranty Elite System 6-Year Pro-Rated LL Paint Warranty Which is as follows: For 3 Years 100% 4th Year 50% 5th Year 25% 6th Year 10%	1	0.00	0.00
00-00-0700	<	>>>SHOP COPY DATE - FACTORY USE ONLY<<< Date Order Placed By Dealer: Draft Work Order Process Date: 1st Dealer Draft Date: Final Dealer Draft Date: Sign-Off Date: Parts/Drafting/Paint: Shop Release Date:	1	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
10-03-0000	< >	<p>Large Custom Floor Console</p> <p>Top Flat Portion:</p> <ul style="list-style-type: none"> * Suspension Light, Driver Side. * USB Port, Top Flat Area, Passenger Side. <p>Angled Portion:</p> <ul style="list-style-type: none"> * Elite Touch Screen. * Removable Black ABS Panel. * Mount The Siren To The Upper Left Corner Of Radio ABS Panel. <p>Need Room (At Least 6") For (2) Radios Stacked Below The Siren.</p> <p>Rearward Flat Portion:</p> <ul style="list-style-type: none"> * (2) Cup Holders. * (2) 4" Wide X 12" Long Slots For Map Book / Binders. 	1	600.00	600.00
10-03-8200	<	<p>Add Auto Dump Feature To Rear O.E.M. Lowering Suspension System w/"OS" Light</p> <p>Wire a circuit to automatically dump the rear suspension when the secondary rear module door is opened. There will be an ON-OFF style switch, with a stainless guard, installed on the inner door panel of the primary rear module entry door. This switch will prevent the dump feature if needed for maintenance under the vehicle. The switch will only be lit when it is activated.</p> <p>Whelen Red "OS" System Dumped Warning Light On Top Flat Area Of Front Console, Drivers Side.</p>	1	0.00	0.00
10-03-9010	<	<p>Add Third Battery-Matched CCA Of The Standard Batteries On Highliner</p> <p>Specify the mounting location:P-2 Compartment. see 25-10-7010</p>	1	575.00	575.00
10-04-3500		Owner's Manual (1 Included With Unit)	1	0.00	0.00
10-04-8600	<	<p>Whelen 2" Round 5mm LED Cab Warning Lights (Pair)</p> <p>This option includes:</p> <ul style="list-style-type: none"> - (1) Whelen T0R00FRR Red LED with red lens, flashing. This light will indicate open entry/compartment doors. - (1) T0A00FAR Amber LED with amber lens, flashing. This light will indicate that the park brake is applied and the vehicle is placed in a drive gear. - Both lights will be mounted in the cab headliner, between the OEM visors. Both lights are surface mounted and include the Whelen TFLANGEC chrome flange. - Includes stainless label for each light, "OPEN DOOR" and "EMERGENCY BRAKE APPLIED". 	1	250.00	250.00
10-DL-0100	S <	<p>Additional ABS Panel</p> <p>Ship Loose (1) Additional ABS Panel for the console.</p> <p style="text-align: center;">***MODULAR BODY TYPE I***</p>	1	25.00	25.00
15-01-1600	< >	<p>Federal K-Spec Package</p> <p>Includes:</p> <ul style="list-style-type: none"> - (2) 5# fire extinguishers, shipped loose. - Oxygen wrench, shipped loose. - Lock on cab-to-module door or window that is lockable from cab side. 	1	175.00	175.00

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5729

**AN ORDINANCE ACCEPTING THE BID OF
G & B ELECTRIC CO. FOR THE VEHICLE
MAINTENANCE NEW POWER SERVICE &
DISTRIBUTION PROJECT; AND DECLARING
AN EMERGENCY**

WHEREAS, pursuant to the publication of bids according to law, bids for the Vehicle Maintenance New Power Service & Distribution Project, in accordance with the specifications on file in the office of the Director of Public Service, were received and opened according to law on July 31, 2024, and it being determined that the bid of G & B Electric Co. was the lowest responsive and responsible bid.

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

SECTION 1. Per the bids received and as tabulated by the Director of Public Service, the bid of G & B Electric Co. for the Vehicle Maintenance New Power Service & Distribution Project in the amount of one hundred two thousand, nine hundred dollars (\$102,900.00), in accordance with the specifications on file in the office of the Director of Public Service, be and the same is hereby accepted.

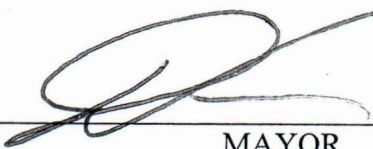
SECTION 2. The Mayor be and is hereby authorized and directed to enter into a contract on behalf of the City of Brecksville with G & B Electric Co. as set forth in Section 1 hereof, said contract to be in such form as is approved by the Director of Law.

SECTION 3. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

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

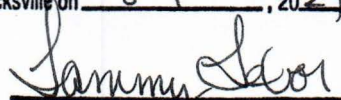
PASSED: August 6, 2024

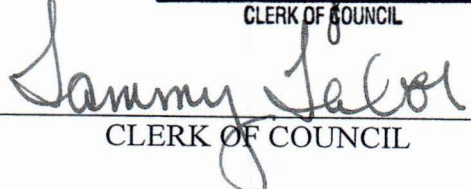
APPROVED: August 6, 2024



MAYOR

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5729 duly passed by the Council of the City of Brecksville, Ohio, on 8-6, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8-9, 2024.



CLERK OF COUNCIL


CLERK OF COUNCIL

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
20-02-5500	<	Stainless Trim On Door Edge Position #3 (Ea) Specify Location: P-4 backboard / stairchair door.	1	75.00	75.00
20-02-6000	< >	Diamond Plate Side Entry Door Stepwell W/Sealed Seam Edges TYPE 1'S WILL HAVE DUAL SIDE ENTRY STEP STANDARD E & G Series with 3" Lower Skirt Specified will have Dual Side Entry Step ***EXTERIOR COMPARTMENTS***	1	0.00	0.00
25-00-0100	<	SPECIAL NOTE TO DEALER Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	0.00	0.00
25-00-0200	<	2 Red Reflectors On Each Full Height Compartment Door One Mounted At The Top And One Mounted At The Bottom. One Reflector Mounted On Each Standard Height Compartment Door.	1	0.00	0.00
25-00-0500	<	Combination Extruded/Pan Formed Compartment Doors With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted. Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1	0.00	0.00
25-00-0600		Polished Diamond Plate Exterior Compartment Door Panels	1	0.00	0.00
25-01-0000		Magnetic Compartment Door Switches	1	0.00	0.00
25-01-1000		Polyurethane Compartment Lining-Standard Gray	1	0.00	0.00
25-01-2500	< >	Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights One Strip To Be Installed Vertically Inside Door Frame Against Wall #1 Or #3 As The Standard. The Standard Light Lengths Used Are: 18" 31.5" 54" 72"	1	0.00	0.00
25-01-3224	< >	31.5" TecNiq Model E41 LED Strip Lighting IATS For Exterior Compartment (Ea) Specify Location: (1) D-2, Mounted On Opposite Vertical Side Of Standard LED Strip Light. (1) D-3, Mounted on ceiling of the D-3 drawer, front edge.	2	56.00	112.00
25-01-3225	< >	54" TecNiq Model E41 LED Strip Lighting IATS For Exterior Compartment (Ea) Specify Locations: (1) D-4, Mounted On Opposite Vertical Side Of Standard LED Strip Light.	2	86.00	172.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
25-12-1000	<	Fixed .125" Vortex Covered Aluminum Vertical Divider (Ea) Specify Compartment: P-4. Mount Divider 3" From Wall #3 For Stairchair. Note: This is to get chair away from the door frame.	1	100.00	100.00
25-12-1100	<	Adj. 125" Vortex Covered Aluminum Vertical Divider (Ea) Specify Compartment: (1) P-4 Compartment, Install 8.0" From Wall #1.	1	150.00	150.00
25-12-5010	<	Fixed Smooth Aluminum Shelf W/Ribbed Rubber Matting (Ea) Smooth Aluminum With Standard 2" Lip Specify Compartment: D-1, above O2 viewing window.	1	50.00	50.00
25-12-6000	<	Sweep Out Level Compartment Floor (Ea) Specify Compartment: P-4	1	50.00	50.00
25-12-8000	<	Add IS/OS Access To Exterior Compartment (Ea) Specify Compartment: D-3	1	300.00	300.00
25-DL-0100	S <	Compartment Notch (ea) Specify Compartment: D-2 for lower action area drawer and the cup holder.	1	150.00	150.00
REAR STEP AND BUMPER ASSEMBLY					
30-01-0100	<	STD Rear Bumper With Angled Style End Caps Includes Standard Reinforced Corner Angle Supports & Aluminum Sub-Frame Bumper. Center Section And End Caps To Be At The Same Height. Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate Bumper Pod To The Sub-frame	1	0.00	0.00
30-01-1610	< >	Rear Bumper Fixed Narrow Center Section w/Wider End Caps Rear Bumper With Fixed Narrow Center Section & Wider End Caps Includes Standard Reinforced Corner Angle Supports & Aluminum Sub-Frame Bumper. Center Section And End Caps To Be At The Same Height. Tow Hooks Are Mounted Under The Bumper. Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate End Caps To The Sub-frame. The end caps are to be wider than STD and the center section is fixed, not hinged. Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate Bumper Pod To The Sub-frame	1	310.00	310.00
30-01-3500	>	Full Width Diamond Plate Rear Kick Plate	1	0.00	0.00
30-01-5500	< >	Recessed Texture Black Tow Eyes In Rear Kick Plate (Highliner Body) Black Only	1	375.00	375.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		Dome Lights On Low With Entry Door. (On High Is Not An Option) The R.F.S. Switch May Turn On the Dome Lights On High or the Center Strip Lights. Specify: Inverter Will Come On With Ignition If One Is Specified, Along With Button Provided On Switch Panel.			
40-01-2000	<	Reverse Activated Alarm With Momentary Auto Reset Switch ECCO #575 Alarm.	1	0.00	0.00
40-01-5000	< >	Super Auto Eject Shoreline - 20 Amp Specify Location: Above D2 compartment Painted Shoreline Access Plate #LL1603. Specify Inlet Cover Color: BLACK	1	284.00	284.00
40-01-6900	<	**FACTORY USE ONLY** Shoreline Inlet Adapter Plug Present.	1	0.00	0.00
40-01-7500	<	Shoreline On Indicator Light (Exterior) Mounted On The Shoreline Plate. (Red LED). Whelen "OS" Series Non-Flashing Is The Std. Light (1) Indicating Power At The Shoreline Inlet. (1) Indicating Power At The 125V Outlets.	2	75.00	150.00
40-02-0000	>	IOTA DLS-75 Battery Charger	1	400.00	400.00
40-03-0000	<	Action Area Dual 2.4 amp USB Charger And 20 amp 12v Outlet Full Time Hot Circuit.	1	0.00	0.00
40-03-2000	<	R.F.S. Cabinet Dual 2.4 amp USB Charger And 20 amp 12v Outlet Mounted In The Lower Section On Wall #1. Full Time Hot Circuit.	1	0.00	0.00
40-03-5500	<	Add 12 Volt Power Outlet (Ea) Full Time Hot Circuit. Specify Location: Inside the front cab floor console.	1	50.00	50.00
40-03-6000		Action Area 125 Volt Standard Style Hospital Grade Outlet	1	0.00	0.00
40-03-7000	<	R.F.S. Cabinet 125 Volt Standard Style Hospital Grade Outlet Mounted In The Lower Section On Wall #1.	1	0.00	0.00
40-03-8500	<	Add 125 Volt Standard Style Hospital Grade Outlet (Ea) Specify Locations: (1) In Action Area Rearward of the Cabinet. (1) On Bulkhead Wall - Cab Side - Low - Near Walk-Thru. (1) Inside Cab Floor Console. (1) Top RFS, wall #1. (1) Upper RFS, wall #1. All Cab Floor Requested Installs will Include Weatherproof Cover, Unless Otherwise Specified.	5	60.00	300.00
40-03-8610	<	Add Dual USB Charging Port Specify Locations:	2	75.00	150.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		(1) E99-D002-1 Install Slide Dimmer Switch Action Area Wall Under Switch Panel Unless Otherwise Specified This Will Be The Only Switch That Controls These Lights.			
EXTERIOR LIGHTING					
50-01-0000	<	Whelen 600 Series "LED" Stop/Tail Lights (Pr) Use Whelen #604BTT Lights (Meets SAE Requirements). Mounted Above The Rear Kick Plate.	1	0.00	0.00
50-01-6000	< >	Whelen 600 Series "LED" Populated Amber Turn Lights (Pr) Mounted Above The Rear 600 Series LED Stop/Tail Lights. Wire To Flash Sequentially In The Direction Of The Arrow. #60A00TAR.	1	0.00	0.00
50-02-6000	< >	Whelen 600 Series "LED" Populated Amber Turn Light IATS (Pr) Specify Location: Front Module Wall Below The Outboard 900 Flashing Lights. Wire To Flash Sequentially In The Direction Of The Arrow. #60A00TAR.	1	342.00	342.00
50-02-9000	>	C.P.I. License Plate Housing	1	0.00	0.00
50-02-9520	<	Whelen 600 Series "LED" Back-Up Lights (Pr) Mounted Above The Rear Turn Lights. Model # 60C00VCR.	1	0.00	0.00
50-03-2100	<	Two Reverse Activated Whelen 900 "LED" Rear Load Lights 24 Diode #9SC0ENZR Lights.	1	918.00	918.00
50-03-5600	<	Whelen 900 "LED" Side Scene Lights (Two Each Side) 24 Diode #9SC0ENZR Lights.	1	1836.00	1836.00
50-03-9000		Right Side Scene Lights On With Open Side Entry Door	1	0.00	0.00
50-04-2000		Rear Side Scene Lights On In Reverse IATS	1	0.00	0.00
50-04-5510	<	3" Round Super-LED Surface Mounted Compartment Door Flashing Light (Ea) Specify Location: Lower Door Panels of Both Rear Entry Doors and P-3 Side Entry Door. Part # 3SA00FAR - Amber with Amber Lens. NOTE TO ELECTRICAL: These Are To Only Flash When The Specified Door Is Open. Side Door Light Will Not Flash If Shut And Rear Entry Doors Open And Visa/Versa. (need plunger switch on secondary rear door only)	3	120.00	360.00
50-04-7500	< >	Federal Commander COM1 "LED" ICC Marker Lights (2) COM1MC-A=Amber (6) COM1MC-R=Red	1	0.00	0.00
50-04-8000	<	Innovative Lighting Slimline Rear DOT/Brake Light Mounted Above The Rear Doors. Mounted Above The Drip Rail Unless Otherwise Specified. Mid Sections To Be Wired Thru The Brake Light Circuit.	1	0.00	0.00
50-04-8100	<	Innovative Lighting Slimline Front DOT Light Mounted Above The Drip Rail Unless Otherwise Specified.	1	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
60-06-6000		< > 2 Whelen 700 Super "LED" Rear Wheel Well Lights Part#70R02FCR - Red with Clear Lens. Comet Flash Pattern:	1	464.00	464.00
60-08-0000	S	< > Whelen Cenator Front Lighbar Whelen Cenator Front Lighbar	1	2878.00	2878.00
60-09-4451		< > Whelen 500 Red Or Amber Or Blue Super "LED" Light (Ea) (5) #50A02ZCR - Amber with Clear Lens. (1) Each On Interior Liner Of Exterior Compartment Doors: Recessed In D1 / D2 / D4 / P1 / P4. To flash when compartment doors are open. Please Mount All Lights (5) with #E23189 Grommets. NOTE: All of these lights to be activated when any compartment door is opened. ***** (2) #50A03ZCR - Amber with Clear Lens. #5TSMAC Flange. (1) Each On Exterior Of Compartment Doors: D-2, Rearward Door. Primary On/Secondary Off. D-4, Rearward Door. Primary On/Secondary Off.	7	225.00	1575.00
60-10-0000		< Whelen 700 Red Or Amber Or Blue Super "LED" Light (Ea) #70R02FCR - Red with Clear Lens. (2) Mounted In Upper Grille. Comet Flash And Flash "X" Pattern With Lower Grille Lights	2	232.00	464.00
60-10-0130		< Rear Window Level Whelen 900 Red Or Amber Or Blue Or Clear Super "LED" Lights(2) (2) Each Side At Window Level. (2) Upper Window Level Lights Part #90RR5FCR And Flash "X" Pattern With The Upper Outer Red 900 Lights. (2) Lower Window Level Lights Part #90AA5FCR. Pri/Sec. Comet Flash Pattern:	2	736.00	1472.00
60-DL-0100	S	< Lightbar Discount Specify Custom Option:	1	-287.00	-287.00
60-DL-0200	S	< D-3 Compartment Lights Install (1) "OS" light #0SA00FCR above the slide on the interior aft side of the D-3 drawer. NOTE: Will need a special switch or relay to come on with door open.	1	75.00	75.00
PATIENT COMPARTMENT					
65-00-0100		Standard Solid Surface Construction Interior Cabinets	1	0.00	0.00
65-00-9900		< SPECIAL NOTE TO DEALER Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	0.00	0.00
65-01-2000		Standard Smooth Headliner	1	0.00	0.00
65-01-3000		< 1/4" Clear Polycarbonate Sliding Doors On Cabinets Includes Brushed Finish Interior Trim.	1	0.00	0.00
65-02-2230		< > "Complete Package" Stryker Power Load System Includes: Floor Structure - Tapping Blocks Pre-Wire with 10 Gauge Power and Ground with a 15 Amp	1	30721.00	30721.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
65-06-2000	< >	Rear Facing Electrical Cabinet And Door Vent Accordingly	1	0.00	0.00
65-07-0000	< >	Right Front Upper ALS Cabinet With Solid/Polycarbonate Doors Solid Surface Doors With Vented Polycarbonate Inserts. M1 Latch and RCI Lock on right door. Right door to hold left door closed. RCI Control Key Pad On RFS Wall.	1	75.00	75.00
65-07-5000	<	Delete Right Front Lower ALS Cabinet Doors Trim Open Edge With Stainless.	1	-50.00	-50.00
65-07-5300	<	Top R.F.S. Cabinet W/Top Hinged Solid Door ILOS Heat/AC Includes Gas Style Hold-Opens.	1	50.00	50.00
65-07-5300	<	Top R.F.S. Cabinet W/Top Hinged Solid Door ILOS Heat/AC Includes Gas Style Hold-Opens.	1	50.00	50.00
65-07-5410	<	Top R.F.S. Cabinet (Ducted Heat/AC In Ceiling Pkg Discount) Includes Gas Style Hold-Opens.	1	-50.00	-50.00
65-07-5410	<	Top R.F.S. Cabinet (Ducted Heat/AC In Ceiling Pkg Discount) Includes Gas Style Hold-Opens.	1	-50.00	-50.00
65-08-0500	<	CS Squad Bench w/Contoured ERGO Backrests w/1 Piece Lid & No Divider Includes 2 Sets Of Black IMMI 4-Point Seat Belts. Includes 3 Cot Restraints & Retractors. Backrest Color To Be: Cobalt MV104 (Dark Blue) Note: Squad Bench Taller Than Standard To Be Similar To Previous Unit.	1	0.00	0.00
65-08-3800	<	Custom Pfund Style Cabinet At Head Of The Right Side Bench Includes Wedge Style Cabinet With Opening Towards The Bench. Includes Corian Counter Top WITHOUT Lip. Includes (1) Drawer Facing The Bench Side. (1) Clear Lid For Waste. (1) Red Lid for Sharps.	1	1000.00	1000.00
65-08-8500		Squad Bench Headrest Cushion	1	0.00	0.00
65-09-1500	< >	Two Section Bandage Cabinet With Sliding Polycarbonate Doors Specify Cabinet Depth: 8 1/4"H X 8.0" D.	1	300.00	300.00
65-09-6110	<	Latching Triple Glove Box Holder w/Clear Lid In Cushion Area Above Doors(Ea) Recessed Storage Box With Top Hinged Polycarbonate Door. SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box.	1	390.00	390.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		(4) In cabinet above CPR seat.			
65-15-0017	>	Interior Laminate: White Nebula 4621-01 High Gloss	1	200.00	200.00
65-17-0004		Seam Sealed Cushions Vinyl: Freeway Cobalt FW-102 (Dark Blue)	1	0.00	0.00
65-17-0504	<	EVS Seamless/Medi-Vac Vinyl Color: Cobalt MV104 (Dark Blue) Matches Heidi Lapis Blue	1	0.00	0.00
65-18-0003		Welting Between Cabinets: Met Blue	1	0.00	0.00
65-19-0011	< >	Counter Tops (Main): Platinum Standard with 1" Lip, Unless Specified. Action Area - Standard Lip. Curbside Head End Work Cabinet - No Lip.	1	0.00	0.00
65-20-0005	>	Counter Tops (Accent Stripe): Glacier White	1	0.00	0.00
65-21-0034	< >	Lonseal Floor Selection: Lonplate II #424TX Gunpowder Specify: Rolled Up 4" On Both Sides Unless Otherwise Specified.	1	0.00	0.00
65-CS-3000	<	Total Available Seating Positions In this Unit Including Cab, Module And Cot	1	0.00	0.00
65-DL-0100	S <	RCI Electronic Cabinet Lock RCI - Rutherford Controls 9212I Interior 12V Stand Alone Keypad Lock Installed On Aisle Side Of The RFS Wall. 12V Hardwired. Parts: Need (2) #3513 Locks For Two Doors. This Lock Will Lock The Top RFS and The Upper Right Front Stack Cabinet Doors. The 9212I Keypad will open both of these locks when the code is put into the keypad. Set with 10 second timer for access into the doors.	1	400.00	400.00
65-DL-0200	S <	Auxiliary Electrical Storage Cabinets Lower Streetside Aisle Cabinet And Bulkhead Wall Cabinet For Overflow Electrical Equipment. These both will be solid right hinged doors with vents. M1 latched.	2	0.00	0.00
65-DL-0300	S <	Large Drink Holder In Action Area Install a Large drink holder in the forward part of the action area. Part #C01401. Will be recessed into the countertop. Ref. 4194	1	100.00	100.00
PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS					
70-01-0000		Static Module Fresh Air Intake Vent	1	0.00	0.00
70-01-1000		12 Volt Powered Exhaust Fan	1	0.00	0.00
70-01-2301	< >	Ducted Hoseline Center Mounted Heat/AC Location ILOS Includes Center Evaporator/Heater Core Location. #1118 Includes #65-07-5300 Top Hinged Top R.F.S. Cabinet. NOTE: Use (2) Narrow Cold Air Returns Stacked Near The Corner Of The RFS.	1	1550.00	1550.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
80-01-8500	< >	Recessed Suction Unit Below Action Area Includes a 3/4 Height Solid Surface Left Hinged Door with Canister Mounted on Door. Vacuum Outlet mounted on wall #2.	1	150.00	150.00
PAINT					
85-00-0100	< >	Standard AkzoNobel Paint Process Includes 6 Year Pro-Rated LL Paint Warranty.	1	0.00	0.00
85-00-0500	<	O.E.M. White Chassis Color Specify Color: Red Axalta # 51078 EW, Includes Hood. Touch-Up Paint Is Included For Colored Chassis.	1	0.00	0.00
85-01-1500	<	Paint Module Body Other Color ILOS O.E.M. White Specify Color: Red Axalta # 51078 EW. Touch-Up Paint Is Included For Colored Module Body.	1	2400.00	2400.00
85-01-4500		Delete Standard Beltline Stripe	1	-550.00	-550.00
85-02-8100	<	Lower Cab And Module Painted Two-Tone (50/50 Design) Lower Cab And Module Painted One Color And The Upper Cab And Module Body Painted Another Color. This Paint Line Is Painted Up To The Door Gaskets Into The Jamb. Specify Upper Color: Sandstone Gray #890957 EW (Includes Cab Roof, "A/B" Posts). Specify Lower Color: Red Axalta # 51078 EW, Includes Hood. Note: No Gray On Rear Outer Walls Due To Chevrons.	1	2500.00	2500.00
85-02-9500		Do Not Paint The Nader Pins/Install After Paint Process	1	0.00	0.00
85-02-9585	<	Paint AC Condenser Cover Match Upper Body Color	1	550.00	550.00
85-02-9710		Shoreline Cover Plate To Be Painted To Match Module	1	0.00	0.00
85-02-9710		Shoreline Cover Plate To Be Painted To Match Module	1	0.00	0.00
85-03-0000	< >	Standard 1/4" Black Reflective Edge Pinstripe Bordering Yellow Reflective Stripe.	1	0.00	0.00
85-03-2100	<	1/2" Pinstripe Sign Gold Location: Bordering Gray And Red Paint.	1	225.00	225.00
85-03-5000	<	6" Scotchlite Striping (Per Foot) Specify Color And Location: 3M 680CR-81 Lemon Yellow. Above Impact Rail Of Lower Module. see pic. Note: 7" Wide Strip. 10" Above The Top Of The Front Impact Rail To Bottom Of Stripe.	1	8.00	8.00
EMBLEMS AND DECALS					
90-01-0600	<	Install Roof "SOL" Decal Only (Delete AMBULANCE Decals Only) Delete Only The "AMBULANCE" Decals. Ship The Remainder Of The Decals Loose.	1	-65.00	-65.00
90-01-1100	<	"NO SMOKING" - "FASTEN SEAT BELT" Decals 1-Installed In The Cab.	1	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		<p>Life Line Emergency Vehicles reserves the right to request a surcharge on the price in the event of an increase in its costs resulting from any significant increases in cost of production, introduction of Government taxes on manufacturing, or any other circumstances beyond Life Line Emergency Vehicles' control and affecting the ambulance manufacturing industry in general. All adjustments shall become affective thirty (30) days following Life Line Emergency Vehicles' written notice of such surcharge. If Buyer is unwilling to accept any such surcharge, Buyer shall have the right to terminate this agreement within such thirty (30) day period.</p>			
		<p>THE VEHICLE IS BUILT TO THIS PRODUCTION ORDER. IT IS THE DISTRIBUTORS RESPONSIBILITY TO ASSURE THE VEHICLE MEETS THE CUSTOMER SPECIFICATIONS.</p>			
		<p>Date Of Order: SPECIFY</p>			
		<p>Franchised Distributor: SPECIFY</p>			
		<p>Quote Number: SPECIFY</p>			
		<p>Ordered By: _____</p>			
		<p>Total</p>			<p>387,822.00</p>

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5723

Ordinance No. _____

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A
2025 FREIGHTLINER M2 LIFE LINE HIGHLINER TYPE I
AMBULANCE INCLUDING CONTRACT AND NON-CONTRACT
OPTIONS FOR USE BY THE FIRE DEPARTMENT FROM
PFUND SUPER SALES THROUGH THE STATE OF OHIO
ADMINISTRATIVE SERVICES PURCHASING PROGRAM;
AND DECLARING AN EMERGENCY**

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

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

SECTION 1. The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with the State of Ohio, Department of Administrative Services - State Purchasing, through its authorized vendor, PFund Super Sales, for the purchase of the following:

<u>QUANTITY</u>	<u>ITEM</u>	<u>AMOUNT</u>
<i>State Contract #800884</i>		
1	2025 Freightliner M2 Life Line Highliner Type I Ambulance	\$306,673.75
	State Contract Options	73,948.00
	Non-Contract Options	<u>7,261.00</u>
TOTAL	<u>\$387,822.75</u>	

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

SECTION 3. Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.


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

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

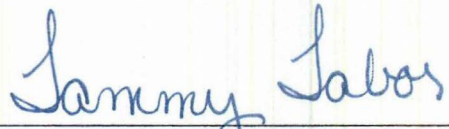
Ordinance No. 5723

PASSED: August 6, 2024

APPROVED: August 6, 2024

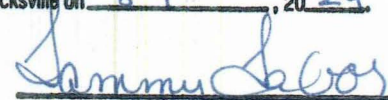


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5723 duly passed by the Council of the City of Brecksville, Ohio, on 8.6, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8.9, 20 24.



CLERK OF COUNCIL

EXHIBIT "A"

CITY OF BRECKSVILLE
Fire Department

TO: Mayor Daryl Kingston
RE: Purchase of 2025 Freightliner M2 Life Line Highliner Ambulance
DATE: June 27, 2024

Mayor,

I respectfully request that we seek approval from City Council at the July 16, 2024 meeting to expend fire department capital funds in the amount of \$387,822.75 for the purchase of a 2025 Freightliner Life Line Ambulance.

Over the past 22 years, our department has utilized a three-year rotation program for our ambulance fleet. Every three years, a new ambulance is purchased and the other two ambulances rotate down to a back-up and reserve status. Our department has three ambulances in our fleet to ensure we always have at least two in service to respond to medical calls. The average lifespan of an ambulance in our department is nine years.

This new ambulance would replace a 2013 Ford that is nearly 11 years old. This request is for a Freightliner ambulance and the same design as the Freightliner we purchased three years ago. The Freightliner model has a higher towing capacity and suspension rating. The average lifespan of a Freightliner ambulance for a suburban fire department like ours is 15 years, compared to a nine year lifespan of a smaller model, like the Ford we are replacing. The vendor has not offered a trade-in for our Ford and it would have to be placed on GovDeals as per our city rules.

The firefighters are very happy with the current Freightliner that we have, because of the smoother ride and also from a safety aspect. Our department responds to Interstate 77 and the Ohio Turnpike and the firefighters like sitting-up higher and feel safer in the larger vehicle.

This unit is on state contract pricing under the Ohio Department of Administrative Services (Vendor: Pfund Superior Sales Co., Inc.) The schedule number is 2024STS800884 and the state contract has an expiration of January 1, 2025.

The funds for this budgeted purchase in the amount of \$387,822.75 would be encumbered from fire department account #C450 260 3300.

Thank you for your consideration and please let me know if you have any questions.

Sincerely,



Mark Bender
Fire Chief, Brecksville Fire Department





221 Chester Drive
Lower Burrell, PA 15068
Phone: 724-339-1600
Fax: 724-339-7509

**PROPOSAL ESTIMATE – CITY OF BRECKSVILLE
2025 Freightliner M2 Life Line Highliner**

June 27, 2024

PROPOSED TO:

City of Brecksville
9069 Brecksville Rd.
Brecksville, OH 44141

SELLER

Pfund Superior Sales Co., Inc.
221 Chester Dr.
Lower Burrell, PA 15068

Seller Proposes to Purchaser (1) 2025 Freightliner M2 Life Line Type I Ambulance, Model "**Highliner**", VIN # T.B.D. as per the attached specifications and modifications, F.O.B. Delivered to City of Brecksville Fire Dept. Brecksville, OH. Delivery to be determined by Life Line after receipt of chassis. The ambulance module production does not commence until the chassis has arrived at Life Line Emergency Vehicles. The Seller shall not be liable for failure to deliver or for any delay in delivering the motor vehicle covered by this agreement where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Seller. Delays from the chassis manufacturer will result in extended delivery time as will changes to this contract once the contract has been placed with Life Line Inc. Additions or deletions can only be made if the vehicle has not passed that point in production and the cost of the addition, deletion or change would be assessed at the time of request. Change order fees may apply.

PROPOSED/ESTIMATED PER STS 233 / VENDOR # 800884

- (1) ***New 2025 Freightliner M2 Life Line "Custom Highliner" Type I Ambulance Including the Options As Listed On The Attached Quote Writer Form Dated 1-16-24.***

BASE ESTIMATED PRICE PER STS 233.....\$ 306,673.75

STS CONTRACT OTIONS..... 73,948.00
(Includes Stryker Power Load Installed)

NON-CONTRACT OPTIONS..... 7,261.00

NET COST FOB BRECKSVILE, OH.....\$ 387,822.75



LIFE LINE

EMERGENCY VEHICLES

QUOTATION

City of Brecksville
 Nick Zamiski
 9069 Brecksville Road
 Brecksville, Ohio 44141
 nzamiska@brecksville.oh.us

Pfund Superior Sales Co., Inc.,
 Terry Pfund
 221 Chester Dr.
 Lower Burrell, PA 15068
 724-339-1600
 tpfund@pfundsupeior.com

Exp. Date: 05/12/2023
 Quote No: 10044-0003
 BODY: HIGH C HIGHLINER

06/27/2024

Page 1

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
== HIGHLINER - 2.000 04/03/23 ==					
MASTER PARTS REVISION DATE (Start 01-02-24 to 04-02-24)					
00-00-0500	<	LIFE LINE WARRANTY Warranties Include: Lifetime Modular Body Warranty Lifetime Electrical Harness Warranty Lifetime Limited Cabinet Warranty 5-Year/60,000 Mile Product Conversion Warranty 10-Year/100,000 Mile Electrical Warranty Elite System 6-Year Pro-Rated LL Paint Warranty Which is as follows: For 3 Years 100% 4th Year 50% 5th Year 25% 6th Year 10%	1	0.00	0.00
00-00-0700	<	>>>SHOP COPY DATE - FACTORY USE ONLY<<< Date Order Placed By Dealer: Draft Work Order Process Date: 1st Dealer Draft Date: Final Dealer Draft Date: Sign-Off Date: Parts/Drafting/Paint: Shop Release Date:	1	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
10-03-0000	< >	<p>Large Custom Floor Console</p> <p>Top Flat Portion:</p> <ul style="list-style-type: none"> * Suspension Light, Driver Side. * USB Port, Top Flat Area, Passenger Side. <p>Angled Portion:</p> <ul style="list-style-type: none"> * Elite Touch Screen. * Removable Black ABS Panel. * Mount The Siren To The Upper Left Corner Of Radio ABS Panel. <p>Need Room (At Least 6") For (2) Radios Stacked Below The Siren.</p> <p>Rearward Flat Portion:</p> <ul style="list-style-type: none"> * (2) Cup Holders. * (2) 4" Wide X 12" Long Slots For Map Book / Binders. 	1	600.00	600.00
10-03-8200	<	<p>Add Auto Dump Feature To Rear O.E.M. Lowering Suspension System w/"OS" Light</p> <p>Wire a circuit to automatically dump the rear suspension when the secondary rear module door is opened. There will be an ON-OFF style switch, with a stainless guard, installed on the inner door panel of the primary rear module entry door. This switch will prevent the dump feature if needed for maintenance under the vehicle. The switch will only be lit when it is activated.</p> <p>Whelen Red "OS" System Dumped Warning Light On Top Flat Area Of Front Console, Drivers Side.</p>	1	0.00	0.00
10-03-9010	<	<p>Add Third Battery-Matched CCA Of The Standard Batteries On Highliner</p> <p>Specify the mounting location:P-2 Compartment. see 25-10-7010</p>	1	575.00	575.00
10-04-3500		Owner's Manual (1 Included With Unit)	1	0.00	0.00
10-04-8600	<	<p>Whelen 2" Round 5mm LED Cab Warning Lights (Pair)</p> <p>This option includes:</p> <ul style="list-style-type: none"> - (1) Whelen T0R00FRR Red LED with red lens, flashing. This light will indicate open entry/compartment doors. - (1) T0A00FAR Amber LED with amber lens, flashing. This light will indicate that the park brake is applied and the vehicle is placed in a drive gear. - Both lights will be mounted in the cab headliner, between the OEM visors. Both lights are surface mounted and include the Whelen TFLANGEC chrome flange. - Includes stainless label for each light, "OPEN DOOR" and "EMERGENCY BRAKE APPLIED". 	1	250.00	250.00
10-DL-0100	S <	<p>Additional ABS Panel</p> <p>Ship Loose (1) Additional ABS Panel for the console.</p> <p style="text-align: center;">***MODULAR BODY TYPE I***</p>	1	25.00	25.00
15-01-1600	< >	<p>Federal K-Spec Package</p> <p>Includes:</p> <ul style="list-style-type: none"> - (2) 5# fire extinguishers, shipped loose. - Oxygen wrench, shipped loose. - Lock on cab-to-module door or window that is lockable from cab side. 	1	175.00	175.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
20-02-5500	<	Stainless Trim On Door Edge Position #3 (Ea) Specify Location: P-4 backboard / stairchair door.	1	75.00	75.00
20-02-6000	< >	Diamond Plate Side Entry Door Stepwell W/Sealed Seam Edges TYPE 1'S WILL HAVE DUAL SIDE ENTRY STEP STANDARD E & G Series with 3" Lower Skirt Specified will have Dual Side Entry Step ***EXTERIOR COMPARTMENTS***	1	0.00	0.00
25-00-0100	<	SPECIAL NOTE TO DEALER Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	0.00	0.00
25-00-0200	<	2 Red Reflectors On Each Full Height Compartment Door One Mounted At The Top And One Mounted At The Bottom. One Reflector Mounted On Each Standard Height Compartment Door.	1	0.00	0.00
25-00-0500	<	Combination Extruded/Pan Formed Compartment Doors With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted. Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1	0.00	0.00
25-00-0600		Polished Diamond Plate Exterior Compartment Door Panels	1	0.00	0.00
25-01-0000		Magnetic Compartment Door Switches	1	0.00	0.00
25-01-1000		Polyurethane Compartment Lining-Standard Gray	1	0.00	0.00
25-01-2500	< >	Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights One Strip To Be Installed Vertically Inside Door Frame Against Wall #1 Or #3 As The Standard. The Standard Light Lengths Used Are: 18" 31.5" 54" 72"	1	0.00	0.00
25-01-3224	< >	31.5" TecNiq Model E41 LED Strip Lighting IATS For Exterior Compartment (Ea) Specify Location: (1) D-2, Mounted On Opposite Vertical Side Of Standard LED Strip Light. (1) D-3, Mounted on ceiling of the D-3 drawer, front edge.	2	56.00	112.00
25-01-3225	< >	54" TecNiq Model E41 LED Strip Lighting IATS For Exterior Compartment (Ea) Specify Locations: (1) D-4, Mounted On Opposite Vertical Side Of Standard LED Strip Light.	2	86.00	172.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
25-12-1000	<	Fixed .125" Vortex Covered Aluminum Vertical Divider (Ea) Specify Compartment: P-4. Mount Divider 3" From Wall #3 For Stairchair. Note: This is to get chair away from the door frame.	1	100.00	100.00
25-12-1100	<	Adj .125" Vortex Covered Aluminum Vertical Divider (Ea) Specify Compartment: (1) P-4 Compartment, Install 8.0" From Wall #1.	1	150.00	150.00
25-12-5010	<	Fixed Smooth Aluminum Shelf W/Ribbed Rubber Matting (Ea) Smooth Aluminum With Standard 2" Lip Specify Compartment: D-1, above O2 viewing window.	1	50.00	50.00
25-12-6000	<	Sweep Out Level Compartment Floor (Ea) Specify Compartment: P-4	1	50.00	50.00
25-12-8000	<	Add IS/OS Access To Exterior Compartment (Ea) Specify Compartment: D-3	1	300.00	300.00
25-DL-0100	S <	Compartment Notch (ea) Specify Compartment: D-2 for lower action area drawer and the cup holder.	1	150.00	150.00
REAR STEP AND BUMPER ASSEMBLY					
30-01-0100	<	STD Rear Bumper With Angled Style End Caps Includes Standard Reinforced Corner Angle Supports & Aluminum Sub-Frame Bumper. Center Section And End Caps To Be At The Same Height. Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate Bumper Pod To The Sub-frame	1	0.00	0.00
30-01-1610	< >	Rear Bumper Fixed Narrow Center Section w/Wider End Caps Rear Bumper With Fixed Narrow Center Section & Wider End Caps Includes Standard Reinforced Corner Angle Supports & Aluminum Sub-Frame Bumper. Center Section And End Caps To Be At The Same Height. Tow Hooks Are Mounted Under The Bumper. Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate End Caps To The Sub-frame. The end caps are to be wider than STD and the center section is fixed, not hinged. Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate Bumper Pod To The Sub-frame	1	310.00	310.00
30-01-3500	>	Full Width Diamond Plate Rear Kick Plate	1	0.00	0.00
30-01-5500	< >	Recessed Texture Black Tow Eyes In Rear Kick Plate (Highliner Body) Black Only	1	375.00	375.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		Dome Lights On Low With Entry Door. (On High Is Not An Option) The R.F.S. Switch May Turn On the Dome Lights On High or the Center Strip Lights. Specify: Inverter Will Come On With Ignition If One Is Specified, Along With Button Provided On Switch Panel.			
40-01-2000	<	Reverse Activated Alarm With Momentary Auto Reset Switch ECCO #575 Alarm.	1	0.00	0.00
40-01-5000	< >	Super Auto Eject Shoreline - 20 Amp Specify Location: Above D2 compartment Painted Shoreline Access Plate #LL1603. Specify Inlet Cover Color: BLACK	1	284.00	284.00
40-01-6900	<	**FACTORY USE ONLY** Shoreline Inlet Adapter Plug Present.	1	0.00	0.00
40-01-7500	<	Shoreline On Indicator Light (Exterior) Mounted On The Shoreline Plate. (Red LED). Whelen "OS" Series Non-Flashing Is The Std. Light (1) Indicating Power At The Shoreline Inlet. (1) Indicating Power At The 125V Outlets.	2	75.00	150.00
40-02-0000	>	IOTA DLS-75 Battery Charger	1	400.00	400.00
40-03-0000	<	Action Area Dual 2.4 amp USB Charger And 20 amp 12v Outlet Full Time Hot Circuit.	1	0.00	0.00
40-03-2000	<	R.F.S. Cabinet Dual 2.4 amp USB Charger And 20 amp 12v Outlet Mounted In The Lower Section On Wall #1. Full Time Hot Circuit.	1	0.00	0.00
40-03-5500	<	Add 12 Volt Power Outlet (Ea) Full Time Hot Circuit. Specify Location: Inside the front cab floor console.	1	50.00	50.00
40-03-6000		Action Area 125 Volt Standard Style Hospital Grade Outlet	1	0.00	0.00
40-03-7000	<	R.F.S. Cabinet 125 Volt Standard Style Hospital Grade Outlet Mounted In The Lower Section On Wall #1.	1	0.00	0.00
40-03-8500	<	Add 125 Volt Standard Style Hospital Grade Outlet (Ea) Specify Locations: (1) In Action Area Rearward of the Cabinet. (1) On Bulkhead Wall - Cab Side - Low - Near Walk-Thru. (1) Inside Cab Floor Console. (1) Top RFS, wall #1. (1) Upper RFS, wall #1. All Cab Floor Requested Installs will Include Weatherproof Cover, Unless Otherwise Specified.	5	60.00	300.00
40-03-8610	<	Add Dual USB Charging Port Specify Locations:	2	75.00	150.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		(1) E99-D002-1 Install Slide Dimmer Switch Action Area Wall Under Switch Panel Unless Otherwise Specified This Will Be The Only Switch That Controls These Lights.			
EXTERIOR LIGHTING					
50-01-0000	<	Whelen 600 Series "LED" Stop/Tail Lights (Pr) Use Whelen #604BTT Lights (Meets SAE Requirements). Mounted Above The Rear Kick Plate.	1	0.00	0.00
50-01-6000	< >	Whelen 600 Series "LED" Populated Amber Turn Lights (Pr) Mounted Above The Rear 600 Series LED Stop/Tail Lights. Wire To Flash Sequentially In The Direction Of The Arrow. #60A00TAR.	1	0.00	0.00
50-02-6000	< >	Whelen 600 Series "LED" Populated Amber Turn Light IATS (Pr) Specify Location: Front Module Wall Below The Outboard 900 Flashing Lights. Wire To Flash Sequentially In The Direction Of The Arrow. #60A00TAR.	1	342.00	342.00
50-02-9000	>	C.P.I. License Plate Housing	1	0.00	0.00
50-02-9520	<	Whelen 600 Series "LED" Back-Up Lights (Pr) Mounted Above The Rear Turn Lights. Model # 60C00VCR.	1	0.00	0.00
50-03-2100	<	Two Reverse Activated Whelen 900 "LED" Rear Load Lights 24 Diode #9SC0ENZR Lights.	1	918.00	918.00
50-03-5600	<	Whelen 900 "LED" Side Scene Lights (Two Each Side) 24 Diode #9SC0ENZR Lights.	1	1836.00	1836.00
50-03-9000		Right Side Scene Lights On With Open Side Entry Door	1	0.00	0.00
50-04-2000		Rear Side Scene Lights On In Reverse IATS	1	0.00	0.00
50-04-5510	<	3" Round Super-LED Surface Mounted Compartment Door Flashing Light (Ea) Specify Location: Lower Door Panels of Both Rear Entry Doors and P-3 Side Entry Door. Part # 3SA00FAR - Amber with Amber Lens. NOTE TO ELECTRICAL: These Are To Only Flash When The Specified Door Is Open. Side Door Light Will Not Flash If Shut And Rear Entry Doors Open And Visa/Versa. (need plunger switch on secondary rear door only)	3	120.00	360.00
50-04-7500	< >	Federal Commander COM1 "LED" ICC Marker Lights (2) COM1MC-A=Amber (6) COM1MC-R=Red	1	0.00	0.00
50-04-8000	<	Innovative Lighting Slimline Rear DOT/Brake Light Mounted Above The Rear Doors. Mounted Above The Drip Rail Unless Otherwise Specified. Mid Sections To Be Wired Thru The Brake Light Circuit.	1	0.00	0.00
50-04-8100	<	Innovative Lighting Slimline Front DOT Light Mounted Above The Drip Rail Unless Otherwise Specified.	1	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
60-06-6000		< > 2 Whelen 700 Super "LED" Rear Wheel Well Lights Part#70R02FCR - Red with Clear Lens. Comet Flash Pattern:	1	464.00	464.00
60-08-0000	S	< > Whelen Cenator Front Lighbar Whelen Cenator Front Lighbar	1	2878.00	2878.00
60-09-4451		< > Whelen 500 Red Or Amber Or Blue Super "LED" Light (Ea) (5) #50A02ZCR - Amber with Clear Lens. (1) Each On Interior Liner Of Exterior Compartment Doors: Recessed In D1 / D2 / D4 / P1 / P4. To flash when compartment doors are open. Please Mount All Lights (5) with #E23189 Grommets. NOTE: All of these lights to be activated when any compartment door is opened. ***** (2) #50A03ZCR - Amber with Clear Lens. #5TSMAC Flange. (1) Each On Exterior Of Compartment Doors: D-2, Rearward Door. Primary On/Secondary Off. D-4, Rearward Door. Primary On/Secondary Off.	7	225.00	1575.00
60-10-0000		< Whelen 700 Red Or Amber Or Blue Super "LED" Light (Ea) #70R02FCR - Red with Clear Lens. (2) Mounted In Upper Grille. Comet Flash And Flash "X" Pattern With Lower Grille Lights	2	232.00	464.00
60-10-0130		< Rear Window Level Whelen 900 Red Or Amber Or Blue Or Clear Super "LED" Lights(2) (2) Each Side At Window Level. (2) Upper Window Level Lights Part #90RR5FCR And Flash "X" Pattern With The Upper Outer Red 900 Lights. (2) Lower Window Level Lights Part #90AA5FCR. Pri/Sec. Comet Flash Pattern:	2	736.00	1472.00
60-DL-0100	S	< Lightbar Discount Specify Custom Option:	1	-287.00	-287.00
60-DL-0200	S	< D-3 Compartment Lights Install (1) "OS" light #0SA00FCR above the slide on the interior aft side of the D-3 drawer. NOTE: Will need a special switch or relay to come on with door open.	1	75.00	75.00
PATIENT COMPARTMENT					
65-00-0100		Standard Solid Surface Construction Interior Cabinets	1	0.00	0.00
65-00-9900		< SPECIAL NOTE TO DEALER Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	0.00	0.00
65-01-2000		Standard Smooth Headliner	1	0.00	0.00
65-01-3000		< 1/4" Clear Polycarbonate Sliding Doors On Cabinets Includes Brushed Finish Interior Trim.	1	0.00	0.00
65-02-2230		< > "Complete Package" Stryker Power Load System Includes: Floor Structure - Tapping Blocks Pre-Wire with 10 Gauge Power and Ground with a 15 Amp	1	30721.00	30721.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
65-06-2000	< >	Rear Facing Electrical Cabinet And Door Vent Accordingly	1	0.00	0.00
65-07-0000	< >	Right Front Upper ALS Cabinet With Solid/Polycarbonate Doors Solid Surface Doors With Vented Polycarbonate Inserts. M1 Latch and RCI Lock on right door. Right door to hold left door closed. RCI Control Key Pad On RFS Wall.	1	75.00	75.00
65-07-5000	<	Delete Right Front Lower ALS Cabinet Doors Trim Open Edge With Stainless.	1	-50.00	-50.00
65-07-5300	<	Top R.F.S. Cabinet W/Top Hinged Solid Door ILOS Heat/AC Includes Gas Style Hold-Opens.	1	50.00	50.00
65-07-5300	<	Top R.F.S. Cabinet W/Top Hinged Solid Door ILOS Heat/AC Includes Gas Style Hold-Opens.	1	50.00	50.00
65-07-5410	<	Top R.F.S. Cabinet (Ducted Heat/AC In Ceiling Pkg Discount) Includes Gas Style Hold-Opens.	1	-50.00	-50.00
65-07-5410	<	Top R.F.S. Cabinet (Ducted Heat/AC In Ceiling Pkg Discount) Includes Gas Style Hold-Opens.	1	-50.00	-50.00
65-08-0500	<	CS Squad Bench w/Contoured ERGO Backrests w/1 Piece Lid & No Divider Includes 2 Sets Of Black IMMI 4-Point Seat Belts. Includes 3 Cot Restraints & Retractors. Backrest Color To Be: Cobalt MV104 (Dark Blue) Note: Squad Bench Taller Than Standard To Be Similar To Previous Unit.	1	0.00	0.00
65-08-3800	<	Custom Pfund Style Cabinet At Head Of The Right Side Bench Includes Wedge Style Cabinet With Opening Towards The Bench. Includes Corian Counter Top WITHOUT Lip. Includes (1) Drawer Facing The Bench Side. (1) Clear Lid For Waste. (1) Red Lid for Sharps.	1	1000.00	1000.00
65-08-8500		Squad Bench Headrest Cushion	1	0.00	0.00
65-09-1500	< >	Two Section Bandage Cabinet With Sliding Polycarbonate Doors Specify Cabinet Depth: 8 1/4"H X 8.0" D.	1	300.00	300.00
65-09-6110	<	Latching Triple Glove Box Holder w/Clear Lid In Cushion Area Above Doors(Ea) Recessed Storage Box With Top Hinged Polycarbonate Door. SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box.	1	390.00	390.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		(4) In cabinet above CPR seat.			
65-15-0017	>	Interior Laminate: White Nebula 4621-01 High Gloss	1	200.00	200.00
65-17-0004		Seam Sealed Cushions Vinyl: Freeway Cobalt FW-102 (Dark Blue)	1	0.00	0.00
65-17-0504	<	EVS Seamless/Medi-Vac Vinyl Color: Cobalt MV104 (Dark Blue) Matches Heidi Lapis Blue	1	0.00	0.00
65-18-0003		Welting Between Cabinets: Met Blue	1	0.00	0.00
65-19-0011	< >	Counter Tops (Main): Platinum Standard with 1" Lip, Unless Specified. Action Area - Standard Lip. Curbside Head End Work Cabinet - No Lip.	1	0.00	0.00
65-20-0005	>	Counter Tops (Accent Stripe): Glacier White	1	0.00	0.00
65-21-0034	< >	Lonseal Floor Selection: Lonplate II #424TX Gunpowder Specify: Rolled Up 4" On Both Sides Unless Otherwise Specified.	1	0.00	0.00
65-CS-3000	<	Total Available Seating Positions In this Unit Including Cab, Module And Cot	1	0.00	0.00
65-DL-0100	S <	RCI Electronic Cabinet Lock RCI - Rutherford Controls 9212I Interior 12V Stand Alone Keypad Lock Installed On Aisle Side Of The RFS Wall. 12V Hardwired. Parts: Need (2) #3513 Locks For Two Doors. This Lock Will Lock The Top RFS and The Upper Right Front Stack Cabinet Doors. The 9212I Keypad will open both of these locks when the code is put into the keypad. Set with 10 second timer for access into the doors.	1	400.00	400.00
65-DL-0200	S <	Auxiliary Electrical Storage Cabinets Lower Streetside Aisle Cabinet And Bulkhead Wall Cabinet For Overflow Electrical Equipment. These both will be solid right hinged doors with vents. M1 latched.	2	0.00	0.00
65-DL-0300	S <	Large Drink Holder In Action Area Install a Large drink holder in the forward part of the action area. Part #C01401. Will be recessed into the countertop. Ref. 4194	1	100.00	100.00
PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS					
70-01-0000		Static Module Fresh Air Intake Vent	1	0.00	0.00
70-01-1000		12 Volt Powered Exhaust Fan	1	0.00	0.00
70-01-2301	< >	Ducted Hoseline Center Mounted Heat/AC Location ILOS Includes Center Evaporator/Heater Core Location. #1118 Includes #65-07-5300 Top Hinged Top R.F.S. Cabinet. NOTE: Use (2) Narrow Cold Air Returns Stacked Near The Corner Of The RFS.	1	1550.00	1550.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
80-01-8500	< >	Recessed Suction Unit Below Action Area Includes a 3/4 Height Solid Surface Left Hinged Door with Canister Mounted on Door. Vacuum Outlet mounted on wall #2.	1	150.00	150.00
PAINT					
85-00-0100	< >	Standard AkzoNobel Paint Process Includes 6 Year Pro-Rated LL Paint Warranty.	1	0.00	0.00
85-00-0500	<	O.E.M. White Chassis Color Specify Color: Red Axalta # 51078 EW, Includes Hood. Touch-Up Paint Is Included For Colored Chassis.	1	0.00	0.00
85-01-1500	<	Paint Module Body Other Color ILOS O.E.M. White Specify Color: Red Axalta # 51078 EW. Touch-Up Paint Is Included For Colored Module Body.	1	2400.00	2400.00
85-01-4500		Delete Standard Beltline Stripe	1	-550.00	-550.00
85-02-8100	<	Lower Cab And Module Painted Two-Tone (50/50 Design) Lower Cab And Module Painted One Color And The Upper Cab And Module Body Painted Another Color. This Paint Line Is Painted Up To The Door Gaskets Into The Jamb. Specify Upper Color: Sandstone Gray #890957 EW (Includes Cab Roof, "A/B" Posts). Specify Lower Color: Red Axalta # 51078 EW, Includes Hood. Note: No Gray On Rear Outer Walls Due To Chevrons.	1	2500.00	2500.00
85-02-9500		Do Not Paint The Nader Pins/Install After Paint Process	1	0.00	0.00
85-02-9585	<	Paint AC Condenser Cover Match Upper Body Color	1	550.00	550.00
85-02-9710		Shoreline Cover Plate To Be Painted To Match Module	1	0.00	0.00
85-02-9710		Shoreline Cover Plate To Be Painted To Match Module	1	0.00	0.00
85-03-0000	< >	Standard 1/4" Black Reflective Edge Pinstripe Bordering Yellow Reflective Stripe.	1	0.00	0.00
85-03-2100	<	1/2" Pinstripe Sign Gold Location: Bordering Gray And Red Paint.	1	225.00	225.00
85-03-5000	<	6" Scotchlite Striping (Per Foot) Specify Color And Location: 3M 680CR-81 Lemon Yellow. Above Impact Rail Of Lower Module. see pic. Note: 7" Wide Strip. 10" Above The Top Of The Front Impact Rail To Bottom Of Stripe.	1	8.00	8.00
EMBLEMS AND DECALS					
90-01-0600	<	Install Roof "SOL" Decal Only (Delete AMBULANCE Decals Only) Delete Only The "AMBULANCE" Decals. Ship The Remainder Of The Decals Loose.	1	-65.00	-65.00
90-01-1100	<	"NO SMOKING" - "FASTEN SEAT BELT" Decals 1-Installed In The Cab.	1	0.00	0.00

PART NO	S	DESCRIPTION	QTY	EACH	EXTENDED
		<p>Life Line Emergency Vehicles reserves the right to request a surcharge on the price in the event of an increase in its costs resulting from any significant increases in cost of production, introduction of Government taxes on manufacturing, or any other circumstances beyond Life Line Emergency Vehicles' control and affecting the ambulance manufacturing industry in general. All adjustments shall become affective thirty (30) days following Life Line Emergency Vehicles' written notice of such surcharge. If Buyer is unwilling to accept any such surcharge, Buyer shall have the right to terminate this agreement within such thirty (30) day period.</p>			
		<p>THE VEHICLE IS BUILT TO THIS PRODUCTION ORDER. IT IS THE DISTRIBUTORS RESPONSIBILITY TO ASSURE THE VEHICLE MEETS THE CUSTOMER SPECIFICATIONS.</p>			
		<p>Date Of Order: SPECIFY</p>			
		<p>Franchised Distributor: SPECIFY</p>			
		<p>Quote Number: SPECIFY</p>			
		<p>Ordered By: _____</p>			
		<p>Total</p>			387,822.00

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

5724

Ordinance No. _____

AN ORDINANCE AMENDING SECTION 136.07 OF THE ADMINISTRATIVE CODE TITLED "REGISTRATION FEE; USE OF FUNDS; RULES." TO SET A TOTAL NUMBER OF NON-RESIDENT AND CORPORATE MEMBERSHIPS TO A COMBINED 1000 MEMBERSHIPS OF THE BRECKSVILLE COMMUNITY CENTER AS DETERMINED BY THE MAYOR; 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, (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 (~~non-resident memberships are limited to the first 500 members~~ **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	\$700.00
Single Parent	1 Parent & Child(ren) under 18	\$330.00	\$575.00
Married Couple	2 Adults & child(ren) under 5	\$380.00	\$665.00
Adult	18 & Older not in college	\$250.00	\$440.00
Student	Child 5-17 years old	\$140.00	N/A
Senior	60 & older by the end of the year	\$130.00	\$230.00
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	\$300.00	\$525.00
College Undergrad	College Student 18-22	\$140.00	\$245.00
Disabled	Declared by the State - Proof Required	\$130.00	\$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	\$130.00

	<i>April 1st</i>	<i>Resident Rate</i>	<i>Non-Resident Rate</i>
Family	2 Parents & Child(ren) under 18	\$320.00	\$700.00
Single Parent	1 Parent & Child(ren) under 18	\$264.00	\$575.00

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Married Couple	2 Adults & child(ren) under 5	\$304.00	\$665.00
Adult	18 & Older not in college	\$200.00	\$440.00
Student	Child 5-17 years old	\$112.00	N/A
Senior	60 & older by the end of the year	\$104.00	\$230.00
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	\$240.00	\$525.00
College Undergrad	College Student 18-22	\$112.00	\$245.00
Disabled	Declared by the State - Proof Required	\$104.00	\$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	\$ 60.00	\$130.00

	<i>June 1st</i>	<i>Resident Rate</i>	<i>Non-Resident Rate</i>
Family	2 Parents & Child(ren) under 18	\$260.00	\$700.00
Single Parent	1 Parent & Child(ren) under 18	\$214.50	\$575.00
Married Couple	2 Adults & child(ren) under 5	\$247.00	\$665.00
Adult	18 & Older not in college	\$162.50	\$440.00
Student	Child 5-17 years old	\$ 91.00	N/A
Senior	60 & older by the end of the year	\$ 84.50	\$230.00
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	\$195.00	\$525.00
College Undergrad	College Student 18-22	\$ 91.00	\$245.00
Disabled	Declared by the State - Proof Required	\$ 84.50	\$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	\$ 48.75	\$130.00

	<i>July 1st</i>	<i>Resident Rate</i>	<i>Non-Resident Rate</i>
Family	2 Parents & Child(ren) under 18	\$260.00	\$500.00
Single Parent	1 Parent & Child(ren) under 18	\$214.50	\$373.75
Married Couple	2 Adults & child(ren) under 5	\$247.00	\$432.25
Adult	18 & Older not in college	\$162.50	\$286.00
Student	Child 5-17 years old	\$ 91.00	N/A
Senior	60 & older by the end of the year	\$ 84.50	\$149.50
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	\$195.00	\$341.25
College Undergrad	College Student 18-22	\$ 91.00	\$159.25
Disabled	Declared by the State - Proof Required	\$ 84.50	\$149.50
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

	<i>October 1st</i>	<i>Resident Rate</i>	<i>Non-Resident Rate</i>
Family	2 Parents & Child(ren) under 18	\$120.00	\$500.00
Single Parent	1 Parent & Child(ren) under 18	\$ 99.00	\$242.94
Married Couple	2 Adults & child(ren) under 5	\$114.00	\$280.96
Adult	18 & Older not in college	\$ 75.00	\$185.90
Student	Child 5-17 years old	\$ 42.00	N/A
Senior	60 & older by the end of the year	\$ 39.00	\$ 97.18
Senior/Adult Married Couple	Married Couple 1>60yrs, 1<60yrs	\$ 90.00	\$221.81
College Undergrad	College Student 18-22	\$ 42.00	\$103.51
Disabled	Declared by the State - Proof Required	\$ 39.00	\$ 97.18
Military	*Monthly Prorate for period home	N/A	N/A
Nanny	*Covers 2 named persons, must be accompanied by the children in the household	\$ 22.50	\$ 54.93

Note:

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COUNCIL OF THE CITY OF BRECKSVILLE

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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) *Other fees.*

A. *Resident guest pass rates.*

(Effective January 1, 2024):

Adult (18+ years)—\$10.00.

Student (5-22 years)—\$8.00.

Senior (60+ years)—\$6.00.

Active Military*—\$5.00.

*Must show proof of active duty

B. *Nonresident guest pass rates.*

(Effective January 1, 2024):

Adult (18+ years)—\$12.00.

Student (5-22 years)—\$10.00.

Senior (60+ years)—\$8.00.

Active Military*—\$5.00.

*Must show proof of active duty

Nonresident guest pass holder must be accompanied by a member and may only bring one guest per member present.

C. The fees as specified in subsections (b)(1), (b)(2), and (f) of this section do not include fees for special programs and events occurring at the Brecksville Community Center.

D. The fees specified in subsection (b)(2) of this section may be amended from time to time upon the recommendation of the Recreation Director and approval of the Mayor.

(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.

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COUNCIL OF THE CITY OF BRECKSVILLE

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All rules and regulations for the operation of the Community Center shall apply to Corporate Memberships. ~~The number of annual Corporate Memberships shall be a number as determined by the Mayor, but not to exceed five hundred (500).~~ **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
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
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
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
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>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
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

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	<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
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
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

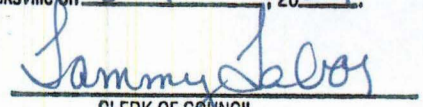
SECTION 3. Section 136.07 of the Administrative Code as it existed prior to the effective date of this Ordinance and all other ordinances or resolutions inconsistent herewith be, and the same hereby are, repealed.

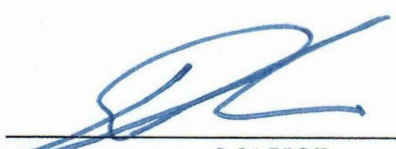
SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the necessity to set a combined limit of 1000 Non-Resident and Corporate members of the Brecksville Community Center, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.


I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5724 duly passed by the Council of the City of Brecksville, Ohio, on 8.6, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8.9, 2024.

PASSED: August 6, 2024

APPROVED: August 6, 2024


CLERK OF COUNCIL


MAYOR


CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5728

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$5,685,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF EXPANDING THE INTERCHANGE AT MILLER ROAD AND INTERSTATE 77 BY CONSTRUCTING, RECONSTRUCTING, WIDENING, PAVING, GRADING, DRAINING, CURBING, INSTALLING AND REPLACING GUARDRAILS, ADDING LIGHTING AND SIGNALIZATION, RELOCATING UTILITIES, CONSTRUCTING STORM SEWERS AND RELATED DRAINAGE FACILITIES, AND, IN CONNECTION THEREWITH, ACQUIRING RIGHTS-OF-WAY, TOGETHER WITH ALL NECESSARY RELATED IMPROVEMENTS AND APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 5537, passed on August 16, 2022, there were issued \$4,550,000 Road Improvement Notes, Series 2022 in anticipation of bonds for the purpose stated in Section 1, which notes were retired with \$5,685,000 Road Improvement Notes, Series 2023 (the Outstanding Notes) issued in anticipation of bonds for the purpose stated in Section 1 pursuant to Ordinance No. 5640, passed on August 15, 2023, which Outstanding Notes mature on September 19, 2024; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes for the purpose stated in Section 1 with the proceeds of the Notes described in Section 3; and

WHEREAS, the Director of Finance as fiscal officer of this City has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 20 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the bonds, is September 21, 2042;

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

SECTION 1. Authorized Principal Amount of Anticipated Bonds and Purpose. It is necessary to issue bonds of this City in an aggregate principal amount not to exceed \$5,685,000 (the Bonds) for the purpose of paying costs of expanding the interchange at Miller Road and Interstate 77 by constructing, reconstructing, widening, paving, grading, draining, curbing, installing and replacing guardrails, adding lighting and signalization, relocating utilities, constructing storm sewers and related drainage facilities, and, in connection therewith, acquiring rights-of-way, together with all necessary related improvements and appurtenances thereto.

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SECTION 2. Estimated Bond Terms. The Bonds shall be dated approximately September 1, 2025, shall bear interest at the now estimated rate of 6.50% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 20 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be December 1, 2025, and the first principal payment of the Bonds is estimated to be December 1, 2026.

SECTION 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$5,685,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

SECTION 4. Payment of Debt Charges; Paying Agent. The debt charges on the Notes shall be payable in Federal Reserve funds of the United States of America, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank, or at the designated corporate trust or other office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent).

SECTION 5. Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance in the Certificate of Award. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

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“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

SECTION 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par by the Director of Finance to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance, the Certificate of Award and the Note Purchase Agreement (as defined below). The Director of Finance shall sign the Certificate of Award referred to in Section 3 evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

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(b) Note Purchase Agreement. The Mayor and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Note Purchase Agreement between the City and the Original Purchaser (the Note Purchase Agreement), in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Notes. The Note Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Purchase Agreement or amendments thereto.

(c) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

SECTION 7. Application of Notes Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

SECTION 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

SECTION 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation provided by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the principal of and interest on the Notes or the Bonds when and as the same fall due. In each year to the extent money from the municipal income tax is available for the payment of the debt charges on the Notes or Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Notes or Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City, and the City covenants, subject and pursuant to such authority, including particularly Revised Code Sections 133.05(B)(7) and 5705.51(A)(5) and (D), to appropriate annually from those municipal income taxes such amount as is necessary to meet such annual debt charges. Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes or Bonds.

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SECTION 10. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation or treatment of the Notes as "qualified tax-exempt obligations"), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

SECTION 11. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a signed copy of the Certificate of Award to the Cuyahoga County Fiscal Officer.

SECTION 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and

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Ordinance No. 5728

binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

SECTION 13. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

SECTION 14. Retention of Municipal Advisor. The City retains MAS Financial Advisory Services, LLC to provide financial advisory services as the City's "municipal advisor" as that term is defined in Section 975 of Title IX of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") relating to the authorization, structuring, sale, issuance and delivery by the City of the Notes. Those municipal advisory services shall be rendered to the City by MAS Financial Advisory Services, LLC in compliance with the Dodd-Frank Act, the rules and regulations promulgated thereunder and in accordance with the form of agreement between the City and MAS Financial Advisory Services, LLC which form of agreement is currently on file with the Clerk of Council (the "Advisory Agreement"). The Mayor, the Director of Finance and/or the Director of Law are each hereby authorized to execute and deliver the agreement between the City and MAS Financial Advisory Services, LLC, with such changes to the form of agreement currently on file with the Clerk of Council that are not materially adverse to the City with the execution by such City officials being conclusive evidence that any such changes are not materially adverse to the City. MAS Financial Advisory Services, LLC shall provide those municipal advisory services as an independent contractor in accordance with the Dodd-Frank Act and the rules and regulations promulgated thereunder. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Advisory Agreement from the proceeds of the Notes to the extent available and then from other moneys lawfully available and appropriated or to be appropriated for that purpose.

SECTION 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in open meetings of this Council or committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

SECTION 16. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

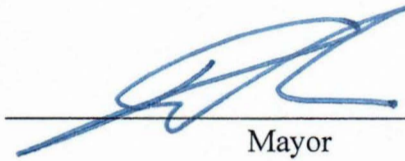
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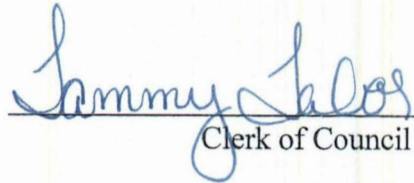
SECTION 17. Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: August 6, 2024

APPROVED: August 6, 2024

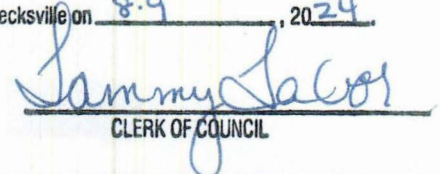


Mayor



Clerk of Council

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5728 duly passed by the Council of the City of Brecksville, Ohio, on 8.6, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8.9, 2024.



CLERK OF COUNCIL

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5729

**AN ORDINANCE ACCEPTING THE BID OF
G & B ELECTRIC CO. FOR THE VEHICLE
MAINTENANCE NEW POWER SERVICE &
DISTRIBUTION PROJECT; AND DECLARING
AN EMERGENCY**

WHEREAS, pursuant to the publication of bids according to law, bids for the Vehicle Maintenance New Power Service & Distribution Project, in accordance with the specifications on file in the office of the Director of Public Service, were received and opened according to law on July 31, 2024, and it being determined that the bid of G & B Electric Co. was the lowest responsive and responsible bid.

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

SECTION 1. Per the bids received and as tabulated by the Director of Public Service, the bid of G & B Electric Co. for the Vehicle Maintenance New Power Service & Distribution Project in the amount of one hundred two thousand, nine hundred dollars (\$102,900.00), in accordance with the specifications on file in the office of the Director of Public Service, be and the same is hereby accepted.


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

SECTION 3. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

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

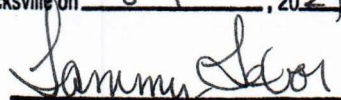
PASSED: August 6, 2024

APPROVED: August 6, 2024

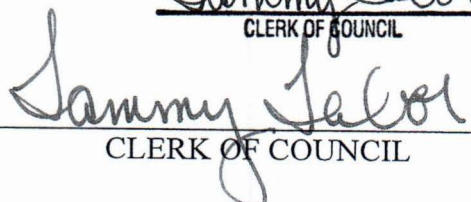


MAYOR

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5729 duly passed by the Council of the City of Brecksville, Ohio, on 8-6, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8-9, 2024.



CLERK OF COUNCIL



CLERK OF COUNCIL