City of Brecksville, Ohio
City Council Regular Meeting
Ralph W. Biggs City Council Chambers
November 4, 2025 – 8:00 PM

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least three days prior to the meeting at (440)526-2609.

AGENDA

To listen to the live stream of the meeting please go to the City's Agenda & Minutes link on the website: https://brecksvilleoh.portal.civicclerk.com/. Questions and comments may be e-mailed to ttabor@brecksville.oh.us or by phone to (440) 526-2609 and will be forwarded to the appropriate personnel for a response.

Call to Order

Pledge of Allegiance

Roll CallPresent: Council President Caruso, Council Vice President Savage, Council Member Bender, Council Member Ganim, Council Member Jantzen, Council Member Koepke, Council Member Stucky Also Present: Law Director D. Matty, Assistant Law Director L. Sabol, Engineer G. Wise, Fire Chief M. Bender, Police Chief Korinek, Purchasing Director M. Bartkiewicz, Service Director J. Kickel, Media Specialist, Clerk T. Tabor. Absent: None

Approval of Minutes

1. **Approval of October 21, 2025 City Council Minutes**

Unfinished Business

New Business

1. RES. 5720 - a Resolution authorizing the Mayor to apply for a grant through the 2026 Cuyahoga County Supplemental Grant Program for funding to implement a Community Development Project.
2. RES. 5721 - a Resolution authorizing the Chief of Police to enter into a Memorandum of Understanding between the Cuyahoga County Sheriff's Department and the Brecksville Police Department to authorize the Sherriff's Department to have talk groups used by the Brecksville Police Department programmed into their radios and dispatch consoles; and declaring an emergency.
3. RES. 5722 - a Resolution accepting the proposal of Squire Patton Boggs LLP to provide legal services to the City of Brecksville for tax increment financing and other development projects as requested by the city for the year of 2026.
4. RES. 5723 - A Resolution accepting the proposal of Kutak Rock LLP to provide professional services as special counsel to the City of Brecksville for the redevelopment of certain

properties on matters of economic development including TIF consultation for the year of 2026.

5. RES. 5724 - A Resolution authorizing the Mayor to enter into a professional consulting services agreement with William D. Logan for consultation in the area of municipal income tax administration for the year of 2026.

6. ORD. 5818 - an Ordinance accepting the proposals of Medical Mutual of Ohio for employee healthcare insurance, administration of the employee healthcare insurance program, and for the provision of healthcare stop loss insurance.

7. ORD. 5819 - an Ordinance accepting the proposal of Delta Dental for an employee dental insurance program.

8. ORD. 5820 - an Ordinance authorizing a contract with Lincoln National Life Insurance Company for an employee life insurance program.

9. ORD. 5821 - an Ordinance accepting the proposal of Vision Service Provider (VSP) for an employee vision insurance program.

10. ORD. 5822 - an Ordinance Amending Section 141.01(A) of the Codified Ordinances of the City Of Brecksville relating to the Complement of the Full-Time Fire Service.

Report of Council Representatives and Council Committees: Board of Zoning Appeals, Planning Commission, Recreation Commission, Human Services Advisory Board

Reports of Department Directors: Director of Law, Engineer, Director of Finance, Chief Building Official, Director of Human Services, Director of Service, Director of Purchasing, Chief of Police Department, Chief of Fire Department, Director of Recreation

Report of the Mayor

Adjournment

"America was not built on fear. America was built on courage,

on imagination and an unbeatable determination to do the job at hand."

— Harry Truman

Mayor and Safety Director: Daryl Kingston

City Council Members: Dominic Caruso, President; Beth Savage, Vice President; Dan Bender; AJ Ganim; Mark Jantzen; Ann Koepke; Brian Stucky.

Clerk: Tammy Tabor

Public Hearing Brecksville City Council will conduct a public hearing regarding the proposed tax increment financing incentive districts at its October 21, 2025 meeting, which begins at 8:00 p.m. and will be held at Council Chambers, First Floor of City Hall, 9069 Brecksville Road, Brecksville, OH 44141. If you so choose, you may appear and address the Council regarding the proposed tax increment financing incentive districts at this public hearing.

Present: Council President Caruso, Council Vice President Savage, Council Member Bender, Council Member Ganim, Council Member Jantzen, Council Member Koepke, Council member Stucky.
Also Present: Mayor D. Kingston, Law Director D. Matty, Assistant Law Director L. Sabol, Engineer G. Wise, Finance Director L. Starosta, Fire Chief M. Bender, Police Chief Korinek, Purchasing Director M. Bartkiewicz, CBO S. Packard, Service Director J. Kickel, Media Specialist Chase Pluhar, Clerk T. Tabor. Russell Balthis, Esq., Approximately 20 guests and students.
Absent: None.

Clerk Tabor read the Public Notice

The City of Brecksville is eligible to apply for up to $50,000 in 2026 Community Development Supplemental Grant (CDSG) funding administered by Cuyahoga County through the Department of Development. Funds can be used for a variety of community improvement projects. A public meeting will be held in person in City Council Chambers at City Hall, 9069 Brecksville Road, on Tuesday, October 21, 2025 at 7:45 PM. The public is encouraged to attend to voice their opinions on local community development needs, or to submit opinions and comments in writing to City Hall. For additional information, please contact Monica Bartkiewicz at 440-526-2622 or mbartkiewicz@brecksville.oh.us. Any person who wishes to attend the meeting and requires special accommodations, please notify the City Clerk's Office at least three (3) days prior to the meeting at 440- 526-2609.

If anyone would like to speak, please come to the podium, state your name and address for the record.

Russel Balthis was present as legal counsel for the City of Brecksville. Mr. Balthis said the purpose of the hearing is for residents who own property that would be subject to the taxing districts an opportunity to speak to the TIF's. Council does not increase or reduce the amount that any property owner would be subject to pay in terms of real estate taxes. Mr. Balthis said this public hearing is required pursuant to Ohio Revised Code Section 570.94C. Council is not permitted to consider the TIF Ordinances until 30 days after this hearing is concluded. The purpose of the hearing is to give residents an opportunity to share their thoughts or views on the Tax Increment Financing Districts and he will answer any questions that Council or anyone may have.
Mr. Balthis said And so we remind everyone we're on the process. We've done one public reading of the proposed TIF's.
Council President Caruso said the public hearing is now and then there'll be two more readings before it's actually considered by Council. If anyone else would like to speak or ask questions, please come up to the podium, state your name and address for the record and we'll open it up.

John Slater. 950 Main Avenue, Cleveland, Ohio. He serves as legal counsel for Snowville Land Corp LLC, which is owned by Kirk Doskosil. The property that he owns is known as permanent parcel number 605-18-001, which contains approximately 46 acres of property located on Snowville Road. Mr Slater said his client bought the property with the intention of developing it for residential purposes. Mr. Doskosil has been before uh the administrative bodies here at Brecksville with a subdivision plan. I believe Petro Homes was working with them on that proposed development. It's still their intention to de develop this property. Mr. Slater's client would like to save one of the lots for him and his family and live in this community. We became

aware of the proposed TIF and just had some questions for Council or at least want to make some comments. During the initial development approval process, his client was made aware by the City of Brecksville of a need for improvements on Snowville Road. Specifically, where, I think, Dewey Road intersects, there are some issues in terms of safety. There had been some previous accidents. I believe my client received notice of the proposed TIF district as it relates to his client's property. The particular property that his client owns is part of what's known as the Snowville North TIF district. Based on the notice that we were provided and this is a copy of the map that we received. I'll show it to your legal counsel and we did notice though that there is also a specific economic development plan for Snowville North subdivision residential. It relates to an attachment and I assume that it's the same property which in the version that we got there was not an attachment to it. That may just have been what we received as a result of our request to Council staff. It seems to clearly be the same TIF district because that's what the notice was. Again, we don't have any issues as it relates to that, not objecting to anything. I just want to have clarity that we're talking about this particular area, which includes my client's property, which is one of the larger parcels that are included within the district. And specifically, we had reviewed Ordinance 5813 and the economic development plan for Snowville North subdivision residential incentive district, what I call the plan. And we are here requesting confirmation concerning the use of funds as a result of the TIF structure. And I understand how TIF structures work. We realize we're not going to be the property taxes we would normally pay are used to pay for public infrastructure improvements. Since the funds are to directly benefit the proposed development and the properties within the TIF district, we just want to confirm that the Snowville Road infrastructure improvements will be completed and as part of the use of these funds. We believe that's the case because it's noted in the economic development plan actually identify for the Snowville area how the funds are going to be used and it says quote payments in lue of taxes collected from the proposed incentive districts will fund public infrastructure improvements necessary to support the residential development including without limitation Snowville Road or Snowville reconstruction and widening. Snowville lowering at Dewey, Snowville culvert replacement, Snowville connectivity, Dewey Road improvement, Brecksville Road improvement, and Miller Road improvements, and the acquisition of all necessary rights of way.
Because that definition is somewhat broad and we understand that there's other districts that are being created here, we just want confirmation that, you know, the funds as it relates to the revenues from this particular district, the North Snowville district will indeed be used to do the Snowville improvements that are listed. To the extent there are excess funds or otherwise, that's really not an issue for us. if there's other projects that are reasonably related to this. But clearly as part of the ability to develop the property, these improvements need to be made and in fact they're not a result of our development. They're existing and pre-existing issue that the city has recognized exists on Snowville Road. And as long as that's still the case, that the funds are going to be used for that purpose of improving Snowville Road, we have no objection to this. If they're going to be used though for some other purpose in some other area and Snowville Road doesn't get fixed, doesn't get lowered at Dewey or otherwise, we would want to raise, for the record our objection. Thank you for your consideration, and his client looks forward to working with the community to hopefully bring this development to fruition and ultimately live here someday. So, thank you for your consideration. Thank you.

Eva Sumarley. 9233 Province Lane, Brecksville. With regard to the TIF ordinances, according to the agenda, they all have a declaration of an emergency at the end of them. She wants confirmation that there would be two more readings. Because sometimes the declaration of emergency has a way of making those added readings go away.

Council President Caruso said there will definitely be two more public readings of the TIF legislation before it's voted on.

Mr. Balthis said that with the economic development plan, Mr. Slater pointed out the improvements that are in there. That is the intent. I will note though that the adoption of the TIF, in and of itself does not obligate the city to spend the funds on those. Those are just the eligible funds that are identified. Ohio law does require that any improvements that the city does make, have a nexus to the parcels that are being subject to the TIF.

Hearing no further comments or questions Council President Caruso made a motion to adjourn.

Motion made by Caruso, Seconded by Savage.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Brecksville City Council Regular Meeting October 21, 2025

Call to Order

8:10 PM

Pledge of Allegiance

Roll Call

Present: Council President Caruso, Council Vice President Savage, Council Member Bender, Council Member Ganim, Council Member Jantzen, Council Member Koepke, Council Member Stucky
Also Present: Law Director D. Matty, Assistant Law Director L. Sabol, Engineer G. Wise, Fire Chief M. Bender, Police Chief Korinek, Purchasing Director M. Bartkiewicz, Service Director J. Kickel, Media Specialist, Clerk T. Tabor, Russell Balthis Esq., Z. Collins, Nathan C., A Morell, C. Nehez, M. Nehez, Richard R, Kosir, Roy. U, E. Sumari, J. Slager, L. Knaack, A. Smith, M. Ritter, D. Russo, K. Brown, J. Lambert-Shemo and approximately 10 additional guests.
Absent: None

Approval of Minutes

1. **Approval of October 7, 2025 City Council Minutes**

   Motion made by Ganim, Seconded by Koepke.
   Voting Yea: Bender, Ganim, Jantzen, Koepke, Savage, Stucky.
   Abstain: Caruso.

Unfinished Business

Council Member Bender was excused due to a conflict with the next agenda item.

1. ORD. 5808 TIF Ordinance (Woodlands .40(C) TIF) - an Ordinance creating the Woodlands Tax Increment Financing Incentive District, declaring improvements to the parcels within the incentive district to be a public purpose and exempt from real property taxation, requiring the owners of those parcels to make service payments in lieu of taxes, establishing a municipal public improvement tax increment equivalent fund for the deposit of those service payments, authorizing school compensation payments, specifying the public infrastructure improvements that benefit or serve parcels in the incentive district, and declaring an emergency.

   Motion to move to third reading made by Ganim, Seconded by Koepke.
   Voting Yea: Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
   Voting Nay: None.
   MOTION CARRIED: 6- Ayes, 0-Nays, 0-Abstain.

Council Member Bender returned to the meeting.

2. ORD. 5809 - TIF Ordinance (Highland Park .40(C) TIF) - an Ordinance creating the Highland Park Tax Increment Financing Incentive District, declaring improvements to be a public purpose and exempt from real property taxation, requiring the owners of those parcels to make service payments in lieu of taxes, establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the deposit of those service payments, authorizing school compensation payments, specifying the public infrastructure improvements that benefit or serve parcels in the incentive district, and declaring an emergency.

Motion to move to third reading made by Ganim, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

3. ORD. 5810 - TIF Ordinance (Edgerton Road .40(C) TIF) - an Ordinance creating the Edgerton Road Tax Increment Financing Incentive District, declaring improvements to the parcels within the incentive district to be a public purpose and exempt from real property taxation, requiring the owners of those parcels to make service payments in lieu of taxes, establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the deposit of those service payments, authorizing school compensation payments, specifying the public infrastructure improvements that benefit or serve parcels in the incentive district, and declaring an emergency.

Motion to move to third reading made by Ganim, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

4. ORD. 5811 TIF Ordinance (Snowville South .40(C) TIF) - an Ordinance creating Snowville South Tax Increment Financing Incentive District, declaring improvements to the parcels within the incentive district to be a public purpose and exempt from real property taxation, requiring the owners of those parcels to make service payments in lieu of taxes, establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the deposit of those service payments, authorizing school compensation payments, specifying the public infrastructure improvements that benefit or serve parcels in the incentive district, and declaring an emergency.

Motion to move to third reading made by Ganim, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

5. ORD. 5812 TIF Ordinance (Downtown .40(B) TIF) - an Ordinance declaring the improvements to certain parcels in the city to be a public purpose and exempt from real property taxation, requiring the owners of those parcels to make service payments in lieu of taxes, establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the deposit of those service payments, authorizing school compensation payments, specifying the public infrastructure improvements that benefit or serve the parcels, and declaring an emergency.

Motion to move to third reading made by Ganim, Seconded by Koepke. Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky. Voting Nay: None.

MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

6. ORD. 5813 TIF Ordinance (Snowville North .40(C) TIF) - an Ordinance declaring the improvements to certain parcels in the city to be a public purpose and exempt from real property taxation, requiring the owners of those parcels to make service payments in lieu of taxes, establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the deposit of those service payments, authorizing school compensation payments, specifying the public infrastructure improvements that benefit or serve the parcels, and declaring an emergency.

Motion to move to third reading made by Ganim, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

New Business

1. ORD. 5815 - an Ordinance amending Ordinance No. 5662 to provide a new retainer and rate schedule for the services of Donald G. Bohning & Associates as consulting Engineers and Gerald M. Wise as the City Engineer; and declaring an emergency

Motion for suspension made by Ganim, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.
Motion to approve by Stucky, seconded by Bender.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

2. ORD. 5816 - an Ordinance authorizing the Mayor to accept and execute an amendment of the restated and amended Economic Incentive and Job Preservation agreement with Pathos Holdings, Inc., Applied Medical Technology, Inc., American Medical Technology, Inc., Auxano Medical, LLC, and Applied Medical Research, Inc.; and declaring emergency

Motion for suspension made by Ganim, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.
Motion to approve by Stucky, seconded by Bender.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

3. RES. 5719 - a Resolution authorizing the Mayor to apply for a 2026 Community Recycling Awareness Grant from the Cuyahoga County Solid Waste Management District to fund a Community Recycling Awareness Project; and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.
Motion to approve by Stucky, seconded by Bender.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Council President Caruso, and Council Members Bender and Ganim were excused due to a conflict with the following items.

4. Masu Permit Request 10008429-1 - Approval of a liquor permit for Masu VA LLC and waive the request for a hearing by the Ohio Department of Liquor Control.

Council Vice President Savage asked for any comments or concerns regarding the issuance of a liquor permit to the new Masu VA LLC., located at 5720 Independence Drive Suite 110.
Hearing None, Council Vice President Savage moved to notify the Ohio Department of Liquor Control that the City of Brecksville waives the right to a hearing prior to issuance of a liquor permit 10008429-1 for Masu located in Valor Acres.

Motion made by Savage, Seconded by Stucky.
Voting Yea: Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 4- Ayes, 0-Nays, 0-Abstain.

Report of Council Representatives and Council Committees:

Planning Commission - Council Vice President Savage said the next meeting of Planning Commission will be November 4th at 7:00 PM.

Council President Caruso returned to the meeting.

The Post Restaurant 5710 Independence Dr. - FINAL approval for a 25.33 sq. ft. externally-illuminated, canopy sign for The Post Restaurant located at 5710 Independence Dr., Brecksville, Ohio, as described in the application dated September 24, 2025, and attached plans by Apex Pinnacle Services, LLC, contingent on City Council's approval for the following deviations:
1. A deviation from section 1187.09(c) maximum size of a single face area of 5 sq. ft. for a canopy identification sign to allow for 25.33 sq. ft.
2. A deviation from Section 1187 .09(c) that the total height shall not exceed 8 inches for a canopy identification sign to allow for 2 ft.

Motion to approve by Caruso, seconded by Savage.
Voting Yea: Caruso, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 5- Ayes, 0-Nays, 0-Abstain.

Council President Caruso was excused from the meeting.

Masu Restaurant 5720 Independence Dr. # 110 - FINAL approval of a 7.3 sq. ft. halo-lit, illuminated, wall sign and facade for MASU Restaurant located at 5720 Independence Dr. 110, Brecksville, Ohio, as described in the application dated September 2, 2025 and attached plans by Apex Pinnacle Services, LLC. and contingent on City Council's approval of the following deviation:

1. A deviation from Section 1187 .05(d)(2) that internal illumination may be permitted only on free-standing ground identification signs and limited to business logo or individual letters to allow for a halo-lit illuminated wall sign.

VA Mixed Use Phase 1 - Bldg. C Amendment 2800 Freedom Dr. - an Amendment to the FINAL approval of Building Casa Business Planned Development Area ("BPDA") Phase (Phase III), Valor Acres (Mixed-Use Phase 1), located at 2800 Freedom Dr., Brecksville, Ohio, 44141, excluding final landscaping, lighting, and site amenities approval, as described in the application dated September 23, 2025, with the attached document:
AC Hotel Brecksville FDP Submission, dated 9/22/2025

Motion made by Savage, Seconded by Stucky.
Voting Yea: Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 4- Ayes, 0-Nays, 0-Abstain.

Council President Caruso returned to the meeting.

Valor Acres (Mixed-Use Phase 1), located at 2800 Freedom Dr., Brecksville, Ohio, 44141, excluding final landscaping, lighting, and site amenities approval, as described in the application dated September 23, 2025, with the attached document:
AC Hotel Brecksville FDP Submission, dated 9/22/2025

Motion to approve by Caruso, seconded by Savage.
Voting Yea: Caruso, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 5- Ayes, 0-Nays, 0-Abstain.

Council Members Ganim and Bender returned to the meeting.

Solar Panels 6916 Mill Rd. - FINAL Approval for a Solar Photovoltaic System installation at 6916 Mill Road, Brecksville, Ohio, Permanent Parcel Number 601-29-012, as described in the application dated August 26, 2025, and plans submitted by YellowLite, Inc. contingent on City Council's approval of the following deviation:
1. A deviation from Section 1186.03(c)(1) to allow panels on a roof that faces a side yard.

Motion to approve by Caruso, seconded by Savage.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Lot Split 6896 Miller Rd. - PRELIMINARY and FINAL approval for a lot split along the existing building to create two parcels (proposed lot one, West building, for an affiliate company, and proposed lot two, East building, for the Cleveland Electric Illuminating Company) from the 11.6 acre lot, located at 6896 Miller Road, Brecksville,

Ohio, PPN 604-18-010 as described in the application dated September 2, 2025, and attached drawings by GPD Group:
1. A deviation from section 1183.05(b) which requires the proposed use to have at least 50 parking spaces to allow a minimum of 40 spaces for proposed lot 2. and contingent on the City Engineer, Law Director, and City Council and the Board of Zoning Appeals for the following Variances:

2. A variance from Section 1157.29(a)(l) minimum 5 acres required to allow for 4.6596 acres for lot 2.
3. A variance from Section 1117.09 that lots be generally rectangular in form to allow irregular form for lots 1 & 2.
4. A variance from Section l 157.29(c)(l) minimum 50' side yard required to allow for O' on lots 1 & 2.
5. A variance from Section l 157.29(c)(2) minimum 25' side parking setback required to allow for O' on lots 1 & 2.
6. A variance from Section l 157.29(a)(2) minimum 300' lot width to allow 223 ' for lot 2. and contingent upon approval by the building official for the separation between buildings.

Motion to approve by Caruso, seconded by Savage.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Board of Zoning Appeals, Council Member Stucky. The next meeting is November 10th at 7:30 PM.

Appeal 2025-55 - the Board of Zoning Appeals recommend to City Council
(1) a variance from Section 1151.25(d)(2)(B)maximum 192 sq/ft. for an accessory structure to allow 200.5 sq/ft.
(2) a variance from Section 1151.26(2) minimum 10' side yard setback required to allow 7' for the construction of shed, located at 6633 Westview Dr., PPN 603-20-044.

Motion to approve by Stucky, seconded by Bender.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage.
Voting Nay: Stucky.
Abstain: None.
MOTION CARRIED: 6- Ayes, 1-Nays, 0-Abstain.

Appeal 2025-56 - the Board of Zoning Appeals recommend to City Council a variance from Section 1151.24 minimum125' front yard setback required to allow 68' for laundry room addition and 83' for a covered porch addition on a non-confoming house, located at 12115 Chippewa Rd., PPN 602-16-010.

Motion to approve by Stucky, seconded by Bender.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Appeal 2025-57 - The Board of Zoning Appeals recommend to City Council a variance from Section 1151.24 minimum 60' rear yard setback required to allow 45' for an addition and deck located at 7500 Bristol Ln., PPN 604-03-069, and contingent on natural screening that is approved by the City's arborist.

Motion to approve by Stucky, seconded by Bender.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Appeal 2025-58 - The Board of Zoning Appeals recommend to City Council (1) a variance from Section 1151.26(2), to allow an observation platform in the front yard (not permitted), (2) a variance from Section 1151.26(2) to allow a hot tub in the front yard (not allowed), (3) a variance from Section 1151.26(3) to allow the expansion of decks into the front yard (not allowed), (4) a variance from Section 11 73.03(b) to allow for additions on a nonconforming house, as shown on the drawing stamped 9/25/25, located at 11700 Parkview Dr, PPN 605-06-002.

Motion to approve by Stucky, seconded by Bender.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Appeal 2025-59 - the Board of Zoning Appeals recommend to City Council (1) a variance from Section 1157.29(a)(l) minimum 5 acres required to allow for 4.6596 acres for lot 2, (2) a variance from Section 1117 .09 that lots be generally rectangular in form to allow irregular form for lots 1 & 2, (3) a variance from Section l 157.29(c)(l) minimum 50' side yard required to allow for O' on lots 1 & 2, (4) a variance from Section 1157 .29(c)(2) minimum 25' side parking setback required to allow O' on lots 1 & 2, (5) a variance from Section l157.29(a)(2) minimum 300' lot width to allow 223' for lot 2, for a lot split located at 6896 Miller Rd, PPN 604-18-010.

Motion to approve by Stucky, seconded by Bender.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Recreation Commission: Council Member Ganim reported the next meeting of the Recreation Commission will be October 27th at 7:30 PM. The grand re-opening of Kids Quarters will take place on October 26th at 11:00 AM, followed by the annual Boo-ville event at the Community Center.

Human Services Advisory Board: Council Member Koepke reported the next meeting of the Human Services Advisory Board will be December 9th at 3:00 PM. There will be a Chili Cook-Off on October 30th at the Human Services Building.

Reports of Council Committees

Safety-Service Committee: Council Member Koepke reported the Committee met earlier and has no items for Council consideration.

Streets & Sidewalks Committee: Council Member Stucky reported the Committee met earlier and has two items for Council consideration.

Sr. 21 Repaving Project - Approval of Change Order #3 for the SR. 21 Repaving Project. Account #C4800171-35010 Project ID RD230013.

Motion to approve by Stucky, seconded by Bender.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Brecksville Road (S.R. 21) Resurfacing CUY SR 021-2.93 – DGB Construction Services - Approval of a motion authorizing an increase to P.O. #25000670 in the amount of $20,000.00 to Donald G. Bohning & Associates. Inc. for construction services for the Brecksville Road

(S.R. 21) Resurfacing CUY SR 021-2.93 – DGB Construction Services.

Motion to approve by Stucky, seconded by Bender.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

UTILITIES COMMITTEE: Council Member Ganim reported the Committee met earlier and has no items for Council consideration.

BUILDINGS & GROUNDS COMMITTEE: Council Member Jantzen reported the Committee met earlier and has two items for Council consideration.
Fitness Equipment - Approve a purchase requisition for G & G Fitness Equipment in the amount of $25,600.82 for fitness equipment for the Community Center. Account #2400730 - 25010

Motion to approve by Jantzen, seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Fire and Smoke Damper Inspections and Testing - Approval of a motion to approve a purchase requisition for Johnson Controls in the amount of $7,934.51 for fire and smoke damper inspections and testing. Account #1100166 - 26030: $299.42, Account #1100210 - 26030: $2,694.78, Account #2400710 - 26030: $299.42, Account #1100330 - 26030: $4,640.89.

Motion to approve by Jantzen, seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

LEGISLATION COMMITTEE: Council Member Bender reported the Committee met earlier and has no items for Council consideration.

FINANCE COMMITTEE: Council Member Savage reported the Committee met earlier and has no items for Council consideration.

Report of Law Director: Dave Matty
Report of Engineer: Gerry Wise
Report of Finance Director: Laura Starosta
Report of Building Department: CBO Scott Packard
Report of Service Director: Joe Kickel
Report of Purchasing Director: Monica Bartkiewicz
Report of Police Department: Police Chief Stan Korinek Said The National Drug Take Back Will Take Place On October 25th At The Horticulture Building From 10:00 AM - 2:00 PM.
Report of Fire Department: Mark Bender

Report of the Mayor

Mayor Kingston said the City has several activities going on this weekend. On Saturday the Kiwanis Trick or Trot will take place at Blossom Hill from 8:00 -10:00 AM. Drug Take Back at the Horticulture Building from 10:00 -2:00 PM. The long awaited updates to Kids Quarters will hold the grand reopening on Sunday at 11:00 and the Booville event will be at the Community Center starting at 12:00. Trick or Treat will take place on Friday October 31st from

6-8:00 PM. Mayor Kingston thanked all of the students and residents attending today.

Discussion and Comments - .Dr. Richard Rowlet. is the clinical director from the Cuyahoga County Board of Developmental Disabilities and would like to reintroduce you to the Cuyahoga County Board of Developmental Disabilities and give an overview of the work that they do. This year is an important milestone for CCBDD. It's the 20th anniversary of the last levy granted to CCBDD. Two-thirds of their $150 million budget comes from a 3.9 mil continuous levy that was last passed by Cuyahoga County voters in 2005. From birth through adulthood, the organization supports people with developmental disabilities to live their best lives. The mission is to support and empower people with developmental disabilities to live, learn, work, and play in the community. And last year, they served 99 people with developmental disabilities in Brecksville and served approximately 15,000 people across the county. This number is a 20% increase in the people served compared to 2005 when that levy was passed. Over the last 20 years, They've used the levy to support people with development disabilities through the provision of early intervention services, therapies such as occupational and physical therapy and speech language pathology, consultative services to support students in their schools, transition services for young adults, housing and employment services, and assisted technology services. Levy funding also allows Cuyahoga DD to make strategic investments in our communities. Since 2021, they have granted nearly a million dollars to support over 50 community libraries, arts and culture, and recreation and leisure organizations in making their programs and physical spaces accessible to people of all abilities. They awarded $180,000 in community grants this year, 2025. In addition to their work supporting people with disabilities in Cuyahoga County, they strive to be a resource for communities and we would welcome the opportunity to talk more about how we can best support the residents of Brecksville.

Adjournment

8:50 PM
Motion made by Caruso, Seconded by Savage.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

President of Council	Clerk of Council

Mayor and Safety Director: Daryl Kingston

City Council Members: Dominic Caruso, President; Beth Savage, Vice President; Dan Bender; AJ Ganim; Mark Jantzen; Ann Koepke; Brian Stucky.

Clerk: Tammy Tabor

5720

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR A GRANT THROUGH THE 2026 CUYAHOGA COUNTY SUPPLEMENTAL GRANT PROGRAM FOR FUNDING TO IMPLEMENT A COMMUNITY DEVELOPMENT PROJECT; AND DECLARING AN EMERGENCY

WHEREAS, Cuyahoga County has solicited applications for the 2026 Community Development Supplemental Grant Program that provides grant funding for a variety of projects to help strengthen cities, encourage regional collaboration and improve the quality of life for County residents; and

WHEREAS, the City of Brecksville intends to submit an application to Cuyahoga County for such grant funding to meet a community development need related to the health and welfare of the community, and the city held a public hearing for said grant funding to solicit public input on October 21, 2025; and

WHEREAS, the program provides one hundred percent (100%) reimbursement for eligible project costs in an amount not to exceed fifty thousand dollars ($50,000), requiring the applicant to first expend funds and then request reimbursement from Cuyahoga County.

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 is hereby authorized to apply, on behalf of the City of Brecksville, for a grant through the 2026 Cuyahoga County Supplemental Grant Program for funding to implement a community development project. The Mayor is further authorized to execute whatever documents are needed in furtherance of this grant application. In addition, in the event the City of Brecksville is successful in securing this grant, the Mayor is further authorized to execute whatever documents and to take the necessary steps to effectuate the receipt of these grant funds and the Director of Finance is hereby authorized to credit the proceeds of any grant to the appropriately designated Fund.

SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to meet a deadline for application, 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: November 4, 2025

APPROVED: November 4, 2025

MAYOR

CLERK OF COUNCIL

5721

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT AND THE BRECKSVILLE POLICE DEPARTMENT TO AUTHORIZE THE SHERIFF'S DEPARTMENT TO HAVE TALK GROUPS USED BY THE BRECKSVILLE POLICE DEPARTMENT PROGRAMMED INTO THEIR RADIOS AND DISPATCH CONSOLES; AND DECLARING AN EMERGENCY

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

SECTION 1. The Chief of Police be, and hereby is, authorized to enter into a Memorandum of Understanding between the Cuyahoga County Sheriff's Department and the City of Brecksville Police Department, to authorize the Sheriff's Department to have talk groups used by the Brecksville Police Department programmed into their radios and dispatch consoles, a copy of which Memorandum of Understanding is attached hereto as Exhibit "A."

SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the necessity to insure the Sheriff's Department radios and dispatch consoles are programmed with the Police Department's talk groups, 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: November 4, 2025

APPROVED: November 4, 2025

MAYOR

CLERK OF COUNCIL

MEMORANDUM OF UNDERSTANDING

-Between-

CUYAHOGA COUNTY
Sheriff's Department

-And-

Brecksville Police Department

This Memorandum of Understanding ("MOU") is made between the County of **Cuyahoga ("County")**, a County of the State of Ohio, through its Sheriff's Department, and **Brecksville Police Department** ("Agency")**,** through its authorized representative.

WHEREAS, the Cuyahoga County Sheriff's Department provides incident and exercise support to **Brecksville Police Department.**

WHEREAS, interoperable radio communication is necessary during incident response and exercises

WHEREAS, normal incident radio communication occurs on local talk groups and not County-wide interoperable talk groups

WHEREAS, Cuyahoga County Sheriff's Department has radios to enable on-scene radio communication with other responders

NOW, THEREFORE, the Cuyahoga County Sheriff's Department is authorized to have the talk groups used by **Brecksville Police Department** programmed into their radios and dispatch consoles.

SECTION I. **<u>POINT OF CONTACT (POC)</u>**

Brecksville Police Department POC:	**Cuyahoga County Sheriff's Dept:**
Name: Patrick M. Coleman	Padraig Devlin Lieutenant, CJIS Administrator
Title: Lieutenant	216-443-5584
Phone: (440) 526-8900	Email: pdevlin@cuyahogacounty.gov
Email: pcoleman@brecksville.oh.us	

SECTION II. <u>TERM</u>

This MOU shall be in effect as of the date this MOU is fully executed and shall expire upon written notice from either Party to the other that it is withdrawing from this MOU. Either Party may withdraw from this MOU by giving the other Party at least 30 days prior written notice of withdrawal.

IN WITNESS WHEREOF, the Parties hereby have caused this MOU to be executed.

FOR

Brecksville Police Department:

Signature: ___________________________

Name: Stanton A. Korinek

Title: Chief of Police

Date: ________________________________

FOR

CUYAHOGA COUNTY Sheriff's Department:

Signature: ___________________________

Harold A. Pretel
Sheriff, Cuyahoga County Sheriff's Department

Date: ________________________________

A RESOLUTION ACCEPTING THE PROPOSAL OF SQUIRE PATTON BOGGS LLP TO PROVIDE LEGAL SERVICES TO THE CITY OF BRECKSVILLE FOR TAX INCREMENT FINANCING AND OTHER DEVELOPMENT PROJECTS IN 2026 AS REQUESTED BY THE CITY; AND DECLARING AN EMERGENCY

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

SECTION 1. The proposal of Squire Patton Boggs LLP to provide legal services to the City of Brecksville for tax increment financing and other development projects in 2026 as requested by the City, as set forth in their Engagement Letter Agreement dated October 28, 2025, a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to provide legal counsel for development projects, 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: November 4, 2025

APPROVED: November 4, 2025

MAYOR

CLERK OF COUNCIL

SQUIRE PATTON BOGGS

EXHIBIT “A”

Squire Patton Boggs (US) LLP
1000 Key Tower
127 Public Square
Cleveland, Ohio 44114

O +1 216 479 8500
F +1 216 479 8780
squirepattonboggs.com

Catherine Romanchek
T +1 216 479 8393
Catie.romanchek@squirepb.com

October 28, 2025

VIA E-MAIL

Daryl J. Kingston, Mayor
City of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141

Re: Economic Development Matters

Dear Mayor Kingston:

We thank you for the opportunity to represent the City of Brecksville, Ohio with respect to the tax increment financing and other development projects. Our services will include advising on various development matters and public-private partnership matters such as tax increment financing (TIF), community reinvestment areas (CRA) and other development incentive programs.

A written engagement agreement is required or recommended by the law of professional ethics in the jurisdictions in which we practice law. The engagement agreement between us includes this and any subsequent Engagement Letter for a particular matter, our Standard Terms and Conditions of Engagement (“Standard Terms”), and, if applicable, other terms to which we both have agreed in writing. In case of any contradiction, the Engagement Letter controls for purposes of the representation to which it applies. The engagement agreement is designed to address our responsibilities to each other and to outline for you certain important matters that are best established early as we form a lawyer-client relationship with you in this matter.

The engagement agreement responds to requirements in the rules of professional ethics and is intended to achieve a better understanding between us. We request that you review this agreement carefully. By proceeding with this engagement you will be indicating to us that you have done so. It is important that you review and understand the terms of our relationship, such as the section on “Conflicts of Interest.”

Our fees will be based primarily on the billing rate for each person devoting time to this matter. We anticipate that Wes Kerns and I will be principally working on this matter; our hourly rates for this matter during 2025 will be $495. Any associates who would assist range from $425 to $450. These billing rates will remain the same in 2026. Generally speaking, the preparation for a .41 TIF Ordinance, including a property transfer ordinance and related notices, would normally be less than $10,000. The proceedings for a .40(B) TIF would be approximately $5,000. Often with a .41 TIF, there is the need to negotiate a Development Agreement with the developer. Those costs vary based on the nature of the negotiations but normally are between $15,000 and $20,000. Please note that, under our Standard Terms, invoices for our fees are payable within thirty days of the date of our statement.

Any of the following alternative methods for acceptance of this engagement agreement will be effective: (i) signing and returning the copy of this letter that is enclosed for that purpose, or (ii) assigning us work, including continuing any previous assignment of work, or (iii) sending us a letter or e-mail clearly referencing this engagement agreement and agreeing to it. However, even if you accept this engagement agreement by methods (ii) or (iii), I would appreciate it if you would confirm your acceptance by countersigning the enclosed copy of this letter and returning it to me. If you do not agree with one or more of the provisions of the engagement agreement, please contact me so that we can try to address your concerns. As explained in the attached Standard Terms, you can terminate our services at any time. Of course, if you have any questions or concerns regarding the foregoing, please call me.

Very truly yours,

Squire Patton Boggs (US) LLP

Catie Romanchek

Catherine Romanchek

J. Wesley Kerns

Letter and Standard Terms Accepted,
including section on "Conflicts of Interest" and
"Public Policy Practice"

CITY OF BRECKSVILLE, OHIO

By: ______________________________ Date: ___________ __, 2025
Daryl J. Kingston
Title: Mayor

SQUIRE PATTON BOGGS

Standard Terms and Conditions of Engagement Applicable Worldwide

The engagement agreement with you includes the accompanying cover letter and, as applicable, any separate Matter Acknowledgment Letter (collectively and individually "Engagement Letter"). It also consists of these additional Terms and Conditions of Engagement applicable worldwide and any Terms and Conditions of Engagement applicable for particular jurisdictions (collectively and individually "Standard Terms and Conditions of Engagement" or "Standard Terms") as well as any terms in any other document to which we both agree in writing. The engagement agreement is the means by which you are retaining the Firm (as defined in these Standard Terms) to provide legal services. "You" and "yours" refers to our client(s) defined more fully below in the section entitled WHO IS AND IS NOT OUR CLIENT. For your convenience, set forth below are the topics covered in these Standard Terms:

THE FIRM

"Squire Patton Boggs" is the collective trade name for an international legal practice comprised of partnerships or other entities authorized to practice law in various nations or other jurisdictions. The "Firm" means Squire Patton Boggs (US) LLP,[1] Squire Patton Boggs (UK) LLP,[2] Squire Patton Boggs (AU),[3] or Squire Patton Boggs (MEA) LLP,[4] and/or an affiliate listed at https://www.squirepattonboggs.com/en/footer/legal-notices in all cases including the entity or entities lawfully permitted to practice law in the jurisdiction or jurisdictions necessary or appropriate to provide your legal services. Your engagement in this instance is with the entity[5] which sent you these Standard Terms and, as applicable, with such other Squire Patton Boggs entity or entities necessary or appropriate for your legal services, in which case the entity which sent you these Standard Terms is acting on their behalf. These Standard Terms apply to your relationship with all Squire Patton Boggs entities which provide you services. "We" or "us" or "our" refer not only to the entity sending you these Standard Terms, but also to all Squire Patton Boggs entities unless the context or applicable law

[1] Squire Patton Boggs (US) LLP is a limited liability partnership organized under the laws of the State of Ohio, USA.

[2] Squire Patton Boggs (UK) LLP (trading as Squire Patton Boggs) is a Limited Liability Partnership registered in England and Wales with number OC 335584 authorised and regulated by the Solicitors Regulation Authority with SRA number 485150. A list of the members and their professional qualifications is open to inspection at 60 London Wall, London, EC2M 5TQ.

[3] Squire Patton Boggs (AU) is a general partnership established under the laws of Western Australia.

[4] Squire Patton Boggs (MEA) LLP is a limited liability partnership organized under the laws of Washington, D.C.

[5] Squire Patton Boggs includes partnerships or other entities in a number of different nations. Due to local laws on regulation of the legal profession, the formal legal name may differ in some nations.

requires reference only to the specific entity or entities you contract with. The use of "Squire Patton Boggs" as a trade or business name or brand by all or any of such entities shall not imply that the international legal practice is itself engaged in the provision of legal or other services. For further information please see www.squirepattonboggs.com.

This engagement agreement shall apply to all matters for which you might now or in the future request our assistance, unless of course you and we agree in the future to an updated version of this engagement agreement or to a new or revised engagement agreement expressly referring to and superseding this engagement agreement in whole or in part. This engagement agreement also applies to any affiliate or other related party that becomes our client unless and until a separate engagement agreement is agreed to between such party and us. We encourage you to retain this engagement agreement.

WHAT PROFESSIONALS WILL PROVIDE THE LEGAL SERVICES?

In most cases one of our lawyers will be your principal contact. From time to time that lawyer may delegate parts of your work to other lawyers or to legal assistants or nonlegal personnel in the Firm or to outside "contract" personnel.

SCOPE AND NATURE OF OUR SERVICES TO YOU

In our letter that presents these Standard Terms to you, or in a separate Matter Acknowledgement Letter, we will describe the matter or case in which we will be representing you. Unless we agree in writing to expand the scope of our representation, an important part of our engagement agreement is that we are not your counsel in other matters, and you will not rely upon us to provide legal services for matters other than that described in the relevant letter. For example, unless specified in the relevant letter, our representation of you does not include any responsibility for: review of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about the matter; advice to you about your disclosure obligations under securities laws or any other laws or regulations; or advice on tax consequences. The description of the nature and scope of our services in any letter or e-mail concerning the inception of our engagement is generally made at the beginning of our representation and is sometimes, of necessity, described in broad terms. The actual nature and extent of our representation may be narrower and more precise and is to be determined over the life of the representation by your requests for our legal services and our response based on the letters, e-mails, or other documents exchanged between us. Of course, you and we can enter into an additional engagement agreement for services outside any general description in any letters or e-mails at the beginning of our engagement. If at any time you do not have a clear understanding of the legal services to be provided or if you have questions regarding the scope of our services, we are relying on you to communicate with us. The scope of our representation of you does not include the terms of this engagement agreement between us. You are encouraged to consult with independent counsel on such terms.

We will apply our professional skill, experience and judgment to achieve your objectives in accordance with the honored standards of our profession that all lawyers are required to uphold. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control, including the unpredictable human element in the decisions of those with whom we deal in undertaking your representation.

We will comply properly and fully with the duty of confidentiality as described in the rules of professional conduct governing our profession which provide special and stringent protection for ethically protected information concerning our representation of you (hereinafter client "confidential information"). In compliance with such rules on confidential information and this engagement agreement, we will not disclose to any other client or use against you any of your confidential Information and likewise will not disclose to you the confidential information of any other client or use that client's confidential information against it. You agree that we may disclose part or all of this engagement agreement when it is relevant to an issue before a court, Bar or other authority over lawyers, or third party.

Your responsibilities to us in each representation that you ask us to undertake include providing full, complete and accurate instructions and other information to us in sufficient time to enable us to provide our services effectively.

WHO IS AND IS NOT OUR CLIENT

An essential condition of our representation is that our only client is the person or entity identified in the accompanying Engagement Letter. In the absence of an express identification of our client in the text of the Engagement Letter, our client is the person or entity to whom the Engagement Letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. In situations in which our client is an entity, we have addressed the Engagement Letter to an authorized representative of the client. Throughout these standard terms, "you" refers to the entity that is our client, not the individual addressed.

Unless specifically stated in our Engagement Letter, our representation of you does not extend to any of your related parties, including affiliates and we do not assume any duties with respect to them. You are our only client. Unless we state specifically in our Engagement Letter, we do not represent a corporate family or other group of which you may be a part, do not represent its members other than you, and do not owe them any duties. For example, if you are a corporation, our representation does not include any of your direct or indirect parents, subsidiaries, sister corporations, partnerships, partners, joint ventures, joint venture partners, any entities in which you own an interest, or, any employees, officers, directors, or shareholders of you or your affiliates or other related parties. If you are a partnership or limited liability company, our representation does not extend to the individual partners of the partnership or members of the limited liability company. If you are a joint venture, our representation does not extend to the participants. If you are a trade association, our representation excludes members of the trade association. If you are a governmental entity, unless explicitly agreed by both of us, our only client is the ministry, office, or other part of a government directly instructing us. Our representation does not include other governmental entities, including other agencies, departments, bureaus, boards or other parts of the same government. If you are an individual, our representation does not include your spouse, siblings, or other family members. If you are a trust, you are our only client. The beneficiaries are not our clients, nor is the trustee in any capacity other than as the fiduciary for the particular trust in our representation. If our representation involves legal services for related parties or conferring benefits on related parties or receiving confidential information of related parties, these aspects of the representation do not make them clients. It would be necessary for such related parties, including all those listed above, to enter into a written engagement agreement with us much like this one before they would become clients and we would assume duties towards them. If for any reason a related party becomes our client, this engagement agreement governs our relationship with the related party unless and until a separate engagement agreement is agreed to between such related party and us. We are relying on you to communicate the points in this provision to your related parties.

If you provide us with any confidential information of your related parties or any other entities or individuals during our representation of you, we will treat it as your information and maintain its confidentiality in accordance with our duties to you as our client under applicable law, but insofar as applicable law permits us to agree on our respective rights and duties, you are the only party to whom we owe duties regarding such information.

Except as specifically agreed by both of us, the advice and communications that we render on your behalf are not to be disseminated to or relied upon by any other parties without our written consent.

CONFLICTS OF INTEREST

Squire Patton Boggs is international with lawyers and clients from many nations. This provision is designed to establish the same standards for all of our clients and lawyers. The result of this provision is similar to the result otherwise applicable under the professional standards for lawyers in almost all jurisdictions outside the U.S. (and under the Texas Disciplinary Rules of Professional Conduct). The effect of this provision is similar to the effect of the professional standards for a majority of our lawyers. Since our legal practice began over 100 years ago, thousands of corporations, other businesses, individuals, governmental bodies, trusts, estates, and other clients have asked our lawyers to represent them, in many cases in large and usual matters. With over 10,000 current clients, you should understand that during the course of our representation of you we may represent any other client in any kind of matter; you should not assume any exceptions. Information on the nature of our clients and practice is available upon request and on the internet. An advantage to proceeding with our representation of you may be the services of specific individuals, or of a large team, or of a special nature, or in particular jurisdictions. We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing in this and other matters. We commit that the lawyers who are personally working for you will not work for any other client adverse to you throughout the representation unless you agree otherwise. Further, throughout the representation we commit that our other lawyers shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to our representation of you or (ii) where there is a reasonable probability that confidential information you furnished to us could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. Finally, we commit that after the representation has ended, unless you agree otherwise, the lawyers who have personally worked for you shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to their representation of you or (ii) where there is a reasonable probability that confidential information you furnished to them could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. You agree that these commitments entirely replace any rule that might otherwise treat approximately 1,500 lawyers with Squire Patton Boggs as one lawyer for conflicts purposes and any imputation or vicarious treatment of knowledge or conflicts among all lawyers in Squire Patton Boggs.

For further explanation of the provision being replaced see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_10_imputation_of_conflicts_of_interest_general_rule.html including Comment ¶ [2].

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For explanation of “substantially related” matters see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_9_duties_of_former_clients.html especially Comment ¶ [3].

You understand and agree that, consistent with those commitments, we are free to represent other clients, including clients whose interests conflict with your interests or conflict with the interests of your affiliates or other related parties in litigation, business transactions, negotiations, alternative dispute resolution, administrative proceedings, bankruptcy or insolvency matters, discovery disputes, or other legal matters. Our lawyers value their individual professional independence, and you also agree that the interests of other clients represented by our other lawyers will not create a material limitation on your representation by the lawyers who personally represent you. For further explanation of “material limitations” see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_7_conflict_of_interest_current_clients/comment_on_rule_1_7.html especially Comment [8]. You agree that a precondition to our forming a lawyer/client relationship with you and undertaking your representation is your agreement that our representation of you will not prevent or disqualify us from representing clients adverse to you or your affiliates or other related parties in other matters and that you consent in advance to our undertaking such adverse representations, subject to the exceptions and commitments explicitly set forth above. Please let us know if you would like to discuss excluding particular parties or matters from your agreement. Our agreements and yours are effective immediately. In similar engagement agreements with a number of our other clients, we have asked for similar agreements to preserve our ability to represent you.

PUBLIC POLICY PRACTICE

Among the wide array of legal services that we provide to clients in particular representations in many but not all nations, States, and other jurisdictions around the world in compliance with their law are representations with respect to the legislative, executive, administrative and other functions of governments (herein “public policy” representations). We have a public policy practice in business regulation, defense, energy, resources and environmental matters, financial services, food and drug, domestic and international trade, health care, taxation, transportation, and numerous other areas affected by government action. Information on the extensive scope of our public policy practice, the other areas in which we offer legal services, and the large number and diversity of our clients is available on request or on the internet. Given the breadth of our public policy practice, in agreeing to our representation of you, you should not discount the possibility that our representation of other clients in public policy matters at present or in the future might adversely affect your interests, directly or indirectly, or might be deemed to create a material limitation on our representation of you. A precondition to our forming a lawyer/client relationship with you and undertaking your representation is your agreement that so long as such public policy representations are not substantially related to our representation of you and do not involve the use of material client confidential information to your disadvantage, the scope of the public policy representations that we can provide to existing or new clients will not be diminished in any respect by our undertaking our representation of you even if there would otherwise be a conflict.

REQUESTING LEGAL SERVICES ACTIVATES ENGAGEMENT TERMS

These Standard Terms and any accompanying Engagement Letter will become effective when you: (i) sign in the space provided and return the copy of any Engagement Letter accompanying these Standard Terms, or (ii) assign us work, including continuing any previous assignment of work, or (iii) send us a letter or e-mail clearly referencing these Standard Terms and any accompanying Engagement Letter and agreeing to them. If we have stated that these Standard Terms are a draft for discussion, they do not become legally effective during any period limited exclusively to discussion of the terms. However, after receipt of these Standard Terms, if you request us to perform legal services, including asking us to continue providing legal services, the following provisions in these Standard Terms become legally effective: (1) all provisions that ethics law of the applicable State, nation, or other jurisdiction requires in an engagement agreement, (2) all provisions that address the ability of other existing and prospective clients to retain us as their lawyers, including but not limited to "Who Is and Who Is Not Our Client," "Conflicts of Interest," "Public Policy," "Termination," "Entire Agreement," and "Primacy;" (3) all provisions in these Standard Terms on the date 30 days following the later of both (a) your receipt of these Standard Terms and (b) your request that we perform legal services. You can terminate our engagement agreement with prospective effect at any time. Provisions that became effective through your request for legal services can later be amended or replaced provided we both agree in writing.

TERMINATION OF REPRESENTATION

You may terminate our representation at any time, with or without cause, upon written notice to us. After receiving such notice, or upon our termination of the representation as permitted by applicable ethical and/or court rules, we will cease to render services to you as soon as allowed by such rules, which may include court approval of our withdrawal from litigation. Termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to you or to other counsel of your choice, and you agree to pay all such amounts in advance upon request.

You agree that the Firm has the right to withdraw from its representation of you if continuing the representation might preclude the Firm's or any other Squire Patton Boggs entity's continuing representation of existing clients on matters adverse to you or related parties or if there are any circumstances even arguably raising a question implicating professional ethics, for example, because a question arises about the effectiveness or enforceability of this engagement agreement, or a question arises about conduct addressed by it, or an apparent conflict is thrust upon the Firm or any other Squire Patton Boggs entity by circumstances beyond its reasonable control, such as by a corporate merger or a decision to seek to join litigation that is already in progress, or there is an attempt to withdraw consent.

In any of these circumstances, you agree that we would have the right to withdraw from the representation of you. Regardless of whether you or we terminate the representation, we would (with your agreement) assist in the transition to replacement counsel by taking reasonable steps in accordance with applicable ethical rules designed to avoid foreseeable prejudice to your interests as a consequence of the termination.

If the terms of any Outside Counsel Policy or any other provisions from you contradict or are inconsistent with these Standard Terms or with terms in any Engagement Letter and would affect whether other existing or prospective clients could have us represent them, or would affect the scope or nature of our representation of them, or would create duties to you with respect to our representation or prospective representation of other clients, your sole remedy is to terminate your relationship with us, which you may exercise upon notice to us as provided in this section.

You agree that regardless of whether you or we terminate the representation (A) we would be paid by you for the work performed prior to termination; (B) our representation of you prior to any termination would not preclude the Firm or any other Squire Patton Boggs entity from undertaking or continuing any representation of another party; and (C) as a result of the Firm's or any other Squire Patton Boggs entity's representation of another party you would not argue or otherwise use our representation of you prior to any termination to contend that the Firm or any other Squire Patton Boggs entity should be disqualified.

When we complete the specific services you have retained us to perform, our lawyer-client relationship for that matter will be terminated at that time regardless of any later billing period. To eliminate uncertainty, our representation of you ends in any event whenever there is no outstanding request from you for our legal services that requires our immediate action and more than six (6) months (180 days) have passed since our last recorded time for you in the representation, unless there is clear and convincing evidence of our mutual understanding that the representation has not come to an end. After termination, if we choose to perform administrative or limited filing services on your behalf, including but not limited to receiving and advising you of a notice under a contract, lease, consent order, or other document with continuing effect, or filing routine or repeated submissions or renewals in intellectual property or other matters, or advising you to take action, our representation of you lasts only for the brief period in which our task is performed, unless you retain us in writing at that time to perform further or additional services. After termination, if you later retain us to perform further or additional services, our lawyer-client relationship will commence again subject to these terms of engagement unless we change the terms in writing at that time. Following termination of our representation, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you actually engage us in writing to provide additional advice on issues arising from the matter after its completion, we have no continuing obligation to advise you with respect to future legal developments.

During or following our representation of you, we will be entitled to recover from you fees for any time spent and other charges, calculated at the then applicable rates if we are asked to testify or provide information in writing as a result of our representation of you or any legal requirements, or if our records from our representation of you are demanded, or if any claim is brought against any Squire Patton Boggs entity or any of its personnel based on your actions or omissions (in addition to any other costs involving the claim), or if we must defend the confidentiality of your communications under the lawyer-client or any other legal professional privilege (in which case we will to the extent that circumstances permit make reasonable efforts to inform you of the requirement made upon us and give you the opportunity to waive privilege).

HOW WE SET OUR FEES

Unless another basis for billing is established in this engagement agreement, we will bill you monthly for the professional fees of lawyers, paralegals, and other personnel incurred on your behalf based on their applicable rates and the number of hours they devote to your representation. Overall fees will be in accord with the factors in the applicable rules governing professional responsibility. The billing rates of the personnel initially assigned to your representation are generally specified in the accompanying Engagement Letter. The billing rates of our lawyers, paralegals, and other personnel vary, depending generally upon the experience and capabilities of the individual involved. Unless otherwise agreed in writing, we will charge you for their services at their applicable rates. Our hourly billing rates are adjusted from time to time, usually at the beginning of each year, both on a selected and firm wide basis. In addition, as personnel gain experience and demonstrate improved skills over time, they may advance into categories that have higher hourly billing rates. Advancements to a higher category are typically made annually. Upon any adjustment in the applicable rates, we will charge you the adjusted rates.

At times clients ask us to estimate the total fees and other charges that they are likely to incur in connection with a particular matter. Whenever possible, we are pleased to respond to such requests with an estimate or proposed budget. However, it must be recognized that our fees are often influenced by factors that are beyond our control or unforeseeable or both. This is particularly true in litigation and other advocacy contexts in which much of the activity is controlled by the opposing parties and the Judge, Arbitrator or other decision-maker. Accordingly, such an estimate or proposal carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. We will not be obliged to continue work if the fees or other charges accrued on a matter reach an estimate previously given and a revised estimate cannot be agreed. Unless we have expressly agreed otherwise, payment of our fees and charges is in no way contingent on the ultimate outcome of the matter.

OTHER CHARGES

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately or arrange for them to be billed to you directly. We may also require an advance payment from you for such charges. Examples of such charges include messenger, courier, and express delivery services; document printing, reproduction, scanning, imaging and related expenses; translations and related charges; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by third parties (such as outside experts and consultants, printers, appraisers, local and foreign counsel, government agencies, airlines, hotels and the like). Charges will generally be itemized on your bill, and will also be subject to VAT where applicable. Any bank charges which we incur when making check payments or telegraphic transfers of money may be charged to you inclusive of a handling fee. Our charges for these ancillary support services generally reflect our direct and indirect costs, but charges for certain items exceed our actual costs. For some services, particularly those that involve significant technology and/or support services which we provide (such as imaging documents and computer research), we attempt from time to time to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those cases, we may bill you at a per unit rate that may not reflect the quantity discounts we obtain. In many cases the total quantity that will be used by all of our clients over a year or other period of time is not certain. Our charge for fax services is typically based on a charge per page rather than the cost of the telephone usage. In the event any of our statements for such services are not paid by their due dates, you agree that we have the right not to advance any further amounts on your behalf.

When you send us a letter at the request of your auditors asking us for a response on any loss contingencies, levels of work in progress, etc., we will charge you a fixed fee for our response that varies with the level of difficulty of the response.

THIRD PARTY RESPONSIBILITY AND CHARGES

Where we engage others to act on your behalf we do so as your agent. Unless we agree specifically in writing and you advise any other law firm, professionals, or third parties in writing that they must comply with our directions, we are not responsible for them.

Notwithstanding our advance payments of any charges, you will be solely responsible for all invoices issued by third parties. It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses, appraisers, and court reporters) to bill you directly.

Prompt payment by you of invoices generated by third-party vendors is often essential to our ability to deliver legal services to you. Accordingly, you agree that we have the right to treat any failure by you to pay such invoices in a timely manner to be a material breach of your obligation to cooperate with us.

BILLING ARRANGEMENTS AND PAYMENT TERMS

We will bill you on a regular basis – normally, each month – for both fees and other charges. You agree to make payment within thirty (30) days of the date of our statement, unless a different period of time is specified in the Engagement Letter. If you have any issue with our statement, you agree to raise it specifically before thirty (30) days from the date of our statement or any other due date established in an Engagement Letter. If the issue is not immediately resolved, you agree to pay all fees and other charges not directly affected by the issue before thirty (30) days from the original bill or any other due date established in an Engagement Letter and all amounts affected by the issue within ten (10) days of its resolution. If we have rendered a final bill and we become liable for other charges incurred on your behalf, we will be entitled to render a further bill or bills to recover those amounts. In the event that a statement is not paid in full before thirty (30) days from the date of our statement or any other due date established in an Engagement Letter late charges will be imposed on any unpaid fees and/or costs at the combined rate of eight percent (8%) per annum or at any lower rate legally required by a particular jurisdiction. If the cover Engagement Letter accompanying these Standard Terms of engagement specifies an event or an alternate date upon which payment is due, late charges will be imposed on any unpaid fees and/or costs thirty (30) days after the specified event or date or any other period specified in an Engagement Letter. The purpose of the late payment charge is to encourage prompt payment, thus reducing our billing and collection costs.

In addition, if your account becomes delinquent and satisfactory payment terms are not arranged, we may postpone or defer providing additional services or withdraw, or seek to withdraw, from the representation consistent with applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

When personnel from other Squire Patton Boggs entities have provided services to you, the portion of any invoice to you including such services is issued on behalf of the other Squire Patton Boggs entities that have provided services to you. The portion of your payment of fees and charges for the services and expenses of any such other Squire Patton Boggs entities will be attributed to them in accordance with our agreement with them, which reflects in major part the work performed by their personnel and expenses they incurred.

If our representation of you results in a monetary recovery by litigation or arbitration award, judgment, or settlement, or by other realization of proceeds, then (when permitted by applicable law) you hereby grant us a lawyers' lien on those funds in the amount of any sums due us.

If you have an arrangement for a payor to be responsible for paying the legal fees, costs, expenses, and other charges that will become due under this engagement agreement, you agree that if the payor fails for any reason to pay our statements as they become due, you will remain responsible for them as they are rendered upon the billing and payment terms set forth in this agreement. You understand and agree that the lawyer-client relationship will exist only between you and us, and that payor will have no right to information regarding your matter nor any right to direct us in providing the services under this engagement agreement, unless we both specifically agree. You may wish to consider whether you have the benefit of any insurance policy which might assist with the payment of our bills. However, we look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of lawyers' fees and other costs arising from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us before expiration of thirty (30) days from the date of our statement unless a different period is established in an Engagement Letter.

TAXES

You will be responsible for any applicable VAT or other sales tax that any jurisdiction may impose on our fees and other charges for this representation.

DATA PROTECTION AND PRIVACY

We each have our respective obligations to relevant government authorities and to individuals whose personal data we process to comply with applicable data protection laws. If you disclose or transfer to us personal data concerning individuals who are connected to you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility to transfer or otherwise disclose such personal data in compliance with all applicable data protection laws including, without limitation, having a lawful basis for the disclosure of any personal data to us. Where the European Union General Data Protection Regulation ("EU GDPR") or the United Kingdom General Data Protection Regulation ("UK GDPR"), collectively "GDPR" and national implementing legislation apply in relation to any personal data that you provide to us, we each act as a controller in our own right in regard to our respective processing of the personal data. Please refer to our Global Website Privacy Notice; our Privacy Notice for our Australian offices; and, in particular, our Privacy Notice for our UK and EU offices ("UK/EU Privacy Notice"). These are published on the Squire Patton Boggs website at www.squirepattonboggs.com. Our UK/EU Privacy Notice describes the processing activities of our UK/EU offices as controllers of the personal data of our clients, individuals connected to our clients and other business contacts, in accordance with GDPR requirements. In fulfilling our duties to relevant government authorities and individuals under applicable law our UK and EU offices will process personal data that you share with us, or that we obtain from other sources on your behalf, only for the relevant purposes that are set out in our UK/EU Privacy Notice or any supplemental notice that we may provide to you in connection with a particular matter. You may also have obligations under the GDPR, and you will reasonably cooperate with us with respect to any personal data that are shared between us, in order to facilitate compliance with the relevant provisions of the GDPR. If you disclose or transfer to us personal data concerning individuals who are connected to you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility as the controller of that data to transfer or otherwise disclose such personal data in compliance with GDPR requirements including (without limitation) by: (A) transferring the personal data to us only as necessary for us to provide the legal services for which you have retained us; (B) having a lawful basis for disclosing the personal data to us; (C) providing all the information required to be provided by the GDPR, in the applicable circumstances, to the relevant individuals concerning the transfer of their personal data to us (including, where possible, a link to the UK/EU Privacy Notice published on the Squire Patton Boggs website); and (D) assuming the primary responsibility for responding to data subject access requests in relation to personal data that you have shared with us.

We will cooperate with you when reasonably possible to ensure that the required information referred to above is made accessible to the relevant individuals; and we will meet our own obligations to provide information directly to the individuals concerned, such as any customized privacy notice that we may issue to address a specific matter if required by particular circumstances; but in most cases, it would be impossible, or would require disproportionate effort on our part to provide notice directly to all individual third parties that are connected to you when you share their personal data with us. The description of our respective obligations under applicable data protection laws covers our respective obligations to relevant government authorities and to individuals whose personal data we process but does not create new duties or obligations between us by virtue of these Standard Terms (except as explicitly stated concerning cooperation, your provision of individuals' data to us in compliance with law, and our respective roles as controllers of personal data).

We may wish to send you information by post, fax or electronic means, including email, relating to legal developments and the legal and related services we offer. Your agreement with us includes your consent to us sending you such material. You may revoke this consent at any time by email to dpcomplianceofficer@squirepb.com or by writing to the Data Protection Compliance Officer at Squire Patton Boggs (UK) LLP, Freepost, 6 Wellington Place, Leeds LS1 4AP.

CLIENT AND FIRM DOCUMENTS

We will maintain any documents you furnish to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us promptly as to which, if any, of the documents in our files you wish us to turn over to you. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and other charges. Your documents will be turned over to you in accordance with ethical requirements and subject to any lien that may be created by law for payment of any outstanding fees and costs. We may keep a copy of your files if you ask us to return or transfer your files. We will retain our own documents and files, including our drafts, notes, internal memos, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, personnel materials, and work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, and other materials prepared by or for the internal use of our lawyers. All such documents which we retain will be transferred to the person responsible for administering our records retention program. At the completion of our representation of you in a matter, we may convert both your and our documents to electronic form and store only one copy of both electronically stored information and such converted documents. For various reasons, including the minimization of unnecessary storage charges, we have the right to destroy or otherwise dispose of any such documents or other materials retained by us seven (7) years after the termination of the engagement, unless applicable law permits or requires a shorter or longer period for preservation of documents, or unless a different period is specified in a special written agreement signed by both of us. With regard to any documents containing UK/EU personal data that you transfer to us that we have not previously destroyed as explained above, we will act under your instructions in relation to the timing of the deletion for such data in order to comply with the GDPR storage limitation principle or to assist you in responding to a valid data subject request for the deletion of personal data. Under the law of American and other jurisdictions, you are legally required to preserve all physical and electronic records concerning the subject matter of any lawsuit or claim once you receive notice. We as lawyers have a legal and ethical requirement to do the same. Please let us know if you have any questions about this, including how to preserve the records.

ISO 27001 CERTIFICATION AND DATA SECURITY AND HANDLING

Squire Patton Boggs has adopted a single high-quality program for data security and handling. Upon request we will be happy to provide you with the Squire Patton Boggs "Information Security Program Overview" and our latest ISO 27001 Certification. In the event that your review of those documents still leaves questions, we would be happy to arrange a discussion between your IT personnel and ours to answer your questions. With more than 10,000 clients at any one time, we cannot practically accommodate differing individual client requirements.

DISCLOSURE OF YOUR NAME

We are proud to serve you as legal counsel and hope to share that information with other clients and prospective clients. On occasion, we provide names of current clients in marketing materials and on our Web site. We may include your name on a list of representative clients. We may also prepare lists of representative transactions or other representations, excluding of course any we believe are sensitive. If you prefer that we refrain from using your name and representation in this manner, please advise us in writing.

SQUIRE PATTON BOGGS ATTORNEY/CLIENT PRIVILEGE

If we determine during the course of the representation that it is either necessary or appropriate to consult with our General Counsel, one of our Ethics Lawyers or other specially designated lawyer or outside counsel, we have your consent to do so with the confidentiality of our communications with such counsel protected by a lawyer-client privilege which will not be diminished by our representation of you.

SEVERABILITY

In the event that any provision or part of this engagement agreement should be unenforceable under the law of the controlling jurisdiction, the remainder of this engagement agreement shall remain in force and shall be enforced in accordance with its terms.

PRIMACY

The paramount purpose of the following sections is to maximize the freedom of other clients to be represented by us: "Who is and is not our Client," "Conflicts of Interest," "Public Policy Practice," "Requesting Legal Services Activates Engagement Terms," "Termination," and "Entire Agreement". In the case of language addressing this paramount purpose in other documents, such as a consent (waiver) letter for a particular conflict or an Engagement Letter, unless these sections are expressly superseded by explicit reference, they should be read to supplement such language, they are fully effective in case of any duplication, and they take precedence to the fullest extent possible in case of inconsistency to achieve the paramount purpose.

ENTIRE AGREEMENT

This engagement agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between us. This engagement agreement may be modified only by a signed written agreement by you and by us. You acknowledge that no promises have been made to you other than those stated in this engagement agreement. If you should send us engagement terms, whether in an Outside Counsel Policy, form of engagement letter, or in any other way, that we have not previously accepted in writing, such terms will operate as your proposal for discussion. Such engagement terms only become effective when explicitly accepted by us in writing. If such engagement terms contradict or are inconsistent with our engagement letter and Standard Terms, and if they do not affect third parties (which are addressed in the following sentence), we both agree to negotiate in good faith to resolve the contradiction or inconsistency, and if you and we cannot agree on whether your term or our term or a compromise term should govern going forward, the issue shall be decided by the other terms on which we agree and any applicable law outside this engagement agreement, subject to your right and ours to end our representation upon notice consistent with the Termination provision. Notwithstanding anything else to the contrary, any general acceptance by one of our lawyers of your engagement terms in an Outside Counsel Policy or otherwise (i) does not apply to current or prospective relationships with third parties addressed by provisions in these Standard Terms, including provisions on whether existing or prospective clients could have us represent them, (ii) does not affect the scope or nature of our representation of other clients, and (c) does not create duties to you with respect to our representation or prospective representation of other clients. While no exceptions are expected, for the avoidance of doubt no change in provisions in this and other sections of these Standard Terms on relationships with third parties, including other clients and prospective clients, is effective without signature approval by a Member of the Firm Ethics Committee, or Office of General Counsel, or Senior Management.

INTERPRETATIONS

This engagement agreement shall be interpreted to effectuate the intention of the Parties to observe all applicable present and future ethical and legal requirements and prohibitions. To the extent that any existing or future legal or ethical requirement or prohibition in any applicable jurisdiction does not allow or otherwise conflicts with any provision of this engagement agreement or service contemplated in it, then it shall not apply in whole or in part to the extent of such conflict or prohibition. Further, any such provision or service offering shall be deemed modified to the extent necessary to make it valid and consistent with such requirements and prohibitions.

GOVERNING LAW, COURTS AND BAR ASSOCIATIONS

All questions arising under or involving this engagement or concerning rights and duties between us will be governed exclusively by the law (excluding choice of law provisions) and decided exclusively by the courts, Bar authorities, arbitrators or other dispute resolution procedures of the State, nation, or other jurisdiction in which the lawyer sending you this engagement agreement has his or her principal office, unless the Engagement Letter accompanying these Standard Terms or other document that is part of our engagement agreement specifies the law of another State, nation, or other jurisdiction , in which case its law (excluding choice of law provisions) governs exclusively and its courts, Bar authorities, arbitrators or other dispute resolution procedures will govern exclusively. For the avoidance of doubt, to illustrate application of the foregoing exclusive choice-of-law and choice-of-forum principles by way of example and not limitation, when this engagement is governed by (i) law of one or more of the more than 30 nations or other jurisdictions that are a full or affiliate member of the Council of Bars and Law Societies of Europe (CCBE) or (ii) law of an Australian jurisdiction, or (iii) the Texas Disciplinary Rules of Professional Conduct, all questions of the consequences or implications of your status as a client or rights under this agreement or as a result of this engagement, including whether our representation of another client creates a conflict, will be decided exclusively under the law of such jurisdiction and exclusively by courts, Bar authorities, arbitrators, or other dispute resolution procedures in such jurisdiction.

IN CONCLUSION

We look forward to a mutually satisfying relationship with you. If you have any questions about, or if you do not agree with one or more of these terms and conditions, please communicate with your principal contact at the Firm so that we can try to address your concerns. Your principal contact can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Lawyer in Management and/or an Ethics Lawyer. Thank you.

5723

A RESOLUTION ACCEPTING THE PROPOSAL OF KUTAK ROCK LLP TO PROVIDE LEGAL SERVICES TO THE CITY OF BRECKSVILLE FOR ECONOMIC DEVELOPMENT INCLUDING TAX INCREMENT FINANCING AND OTHER DEVELOPMENT PROJECTS AS REQUESTED BY THE CITY; AND DECLARING AN EMERGENCY

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

SECTION 1. The proposal of Kutak Rock LLP to provide legal services to the City of Brecksville for economic development, including tax increment financing and other development projects as requested by the City, as set forth in their Engagement Letter Agreement dated October 23, 2025, a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to provide legal counsel for development projects, 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: November 4, 2025

APPROVED: November 4, 2025

MAYOR

CLERK OF COUNCIL

5724

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH WILLIAM D. LOGAN FOR CONSULTATION IN THE AREA OF MUNICIPAL INCOME TAX ADMINISTRATION; AND DECLARING AN EMERGENCY

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

SECTION 1. The Mayor be, and he hereby is, authorized to enter into a Professional Consulting Services Agreement with William D. Logan for consultation in the area of Municipal Income Tax Administration in the amount of four thousand dollars ($4,000.00) per month, a copy of which Professional Consulting Services 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 need for a Municipal Income Tax Administrator, 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: November 4, 2025

APPROVED: November 4, 2025

MAYOR	CLERK OF COUNCIL

EXHIBIT "A"

AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO THE
CITY OF BRECKSVILLE, OHIO

THIS AGREEMENT, entered into this _____ day of ___________________, _____, by and between William D. Logan (hereinafter called the "Consultant"), 248 Main Street, Apt. #341, Westlake, Ohio 44145, and the City of Brecksville, Ohio**,** (hereinafter referred to as "City"), 9069 Brecksville Road, Brecksville, Ohio 44141, both hereinafter "Parties".

W I T N E S S E T H T H A T

WHEREAS, City desires to engage the services of a consultant to perform the duties and authority of such Administrator under Chapters 1523 and 1531 of the City's Codified Ordinances; and

WHEREAS, the Consultant agrees to provide consulting services to the City and to perform such duties and authority; and

WHEREAS, City desires to engage the Consultant for consultation in the area of municipal income tax administration, as more fully set forth herein.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Engagement of Consultant** – City agrees to engage the Consultant and the Consultant hereby agrees to perform the following consulting services described herein. It is anticipated and specifically understood by the Parties that William D. Logan will be the representative for the services provided herein below to the City.

2. **Scope of Services** - The Consultant shall perform consulting services in the area of municipal income tax administration in the form of the following services:

a) Consult, perform, enforce, authorize and advise City on all matters as Municipal Income Tax Administrator under Part Fifteen - Taxation Code, Title One-Municipal Income Tax of the Brecksville Codified Ordinances.
b) Consult with City on any other Municipal Income Tax matters as requested by City.

3. **Time of Performance** - The term of this Agreement shall commence January 1, 2026 and, unless otherwise terminated as provided herein, shall expire on December 31, 2028. The Parties may extend the term of this Agreement by executing an addendum to this Agreement setting forth the terms and conditions of any such extension.

This Agreement may be terminated prior to the end of the term by either party upon sixty (60) days prior written notice to the other party. This Agreement may be terminated by a non-breaching party, in addition to any other remedy, for a breach of any term of the Agreement effective upon written notice to the breaching party; upon which event all rights of the breaching party shall terminate. In either event, notice shall be given pursuant to Paragraph 18.

4. **Compensation** - City agrees to pay the Consultant the sum of $4,000.00 per month for all services contemplated herein, which sum does not include reimbursement for fees or expenses incurred by the Consultant. Consultant must obtain prior approval from City for any expense reimbursement.

Unless otherwise provided for herein, Consultant is responsible for: a) providing its own equipment at its own expense; b) all of its utility costs and expenses, including but not limited to internet access and telephone service; c) all local, state and federal taxes, including but not limited to, payroll/employment tax, gross receipts tax, sales and use tax, excise tax, property tax, and applicable income or similar tax; d) all facility rents and related costs and e) all other expenses for which this Agreement does not expressly provide that City will pay/reimburse.

5. **Method of Payment** - The Consultant shall invoice City each month for the consulting services set forth herein. Payment shall be made by City to Consultant upon submission of an invoice by Consultant. At the request of City, Consultant shall provide a written summary of the consulting services performed for the month billed and any fees or expenses incurred.

6. **Changes** – The Parties may, from time to time, desire to change the scope of the services of the Consultant to be performed thereunder. Such changes, which are mutually agreed upon by and between City and the Consultant, shall be incorporated in a written addendum to this Agreement.

7. **Performance** – Unless the nature of a project or service dictates otherwise, Consultant may perform its consulting services from any location and at the hours and times determined by the Consultant. It is the expectation of the Parties that the Consultant will perform no more than forty (40) hours of consulting services in each month of the Agreement.

8. **Indemnification -** Each party shall, to the extent permitted by law, and not inconsistent with the doctrine of sovereign immunity as to third parties, be responsible for all damages, costs, fees and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious acts and unlawful conduct of its respective agents, officers and employees. In the absence of negligence or intentional misconduct in Consultant's performance hereunder, to the extent permitted by law City shall defend, indemnify and hold Consultant free and harmless from and against any claims, demands, actions, damages, expenses, fees and liabilities arising by virtue of any and all claims, demands or actions brought by third parties which are in any way related to City implementation of Consultant's recommendations and findings.

9. **Limitation of Liability** – City agrees that Consultant's total aggregate limit of liability hereunder (whether contract, statutory, in tort or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed the total of professional fees paid under this contract. City further agrees that Consultant shall not be liable to City for any indirect, incidental, special or consequential damages, or any lost profits arising out of or in connection with the performance of services hereunder.

10. **Information and Reports** - The Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of consulting projects as requested by City. The Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.

11. **Records and Inspections** - The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement. City shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

12. **Non-Disclosure** – It is a condition of this Agreement that Consultant not disclose any confidential information that Consultant, its officers, agents, employees or subcontractors, may obtain or have access to as a result of this Agreement, including but not limited to, confidential taxpayer information as defined by Ohio or United States law, technology, agency and research strategies, trade secrets, inventions and know-how disclosed by City to Consultant, directly or indirectly, in written, oral or other tangible form, for the purpose of this Agreement or generated by Consultant, its officers, agents, employees or subcontractors as a result of the performing the services under this Agreement (collectively "Confidential Information"). In this regard, Consultant shall not disclose Confidential Information to others without the prior written consent of

City, except Consultant shall not be prevented from disclosing information that: (i) at the time of the disclosure is, or thereafter becomes, through no fault of Consultant, part of the public domain; or (ii) is furnished to Consultant by a third party after the time of the disclosure without the breach of any duty to City. However, in no event shall Consultant be permitted to disclose confidential taxpayer information, and Consultant acknowledges that it is subject to criminal and civil sanctions by doing so.

Consultant will keep separate and segregated from other work all documents, records, notebooks, correspondence and the like, arising from the services performed under this Agreement. All right, title and interest in Confidential Information, including that arising from the services performed under this Agreement, shall belong to City, and upon completion or termination of this Agreement, all tangible forms of Confidential Information, including copies thereof, whether prepared by Consultant, or other, shall be delivered to City. The undersigned Consultant further acknowledges that violation of this non-disclosure provision shall constitute grounds for immediate termination of this Agreement in addition to any other rights, which City may have by reason of such violation by Consultant, including, but not limited to, recovery of damages from Consultant for which City may be found liable as a result of any such disclosure.

13. **Matters to be Disregarded** - The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

14. **Completeness of Agreement** - This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

15. **CITY Not Obligated to Third Parties** – The Consultant shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement of its right, title or interest in or to the same or any part thereof without previous consent in writing of City.

16. **When Rights and Remedies Not Waived** - In no event shall the making by City of any payment to the Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of such payment by City while any such breach or default shall exist, shall not impair or prejudice any right or remedy available to City in respect to such breach or default.

17. **Governing Law** – The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio, and to that end this Agreement shall be constructed and considered as a contract made and to be performed in the State of Ohio.

18. **Notices** - Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:

CITY OF BRECKSVILLE, OHIO
Mayor Jerry N. Hruby
9069 Brecksville Road
Brecksville, Ohio 44141

and

William D. Logan
248 Main Street, Apt. #341
Westlake, Ohio 44145

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed and attested by duly authorized officers on the date and year first above written.

CITY OF BRECKSVILLE, OHIO

____________________________________ ________________
By: Mayor Jerry N. Hruby Date

WILLIAM D. LOGAN

______________________________________ _________________
By: William D. Logan Date

Approved as to Form:

_______________________________________ __________________
David J. Matty, Law Director Date

AN ORDINANCE ACCEPTING THE PROPOSALS OF MEDICAL MUTUAL OF OHIO FOR EMPLOYEE HEALTHCARE INSURANCE, ADMINISTRATION OF THE EMPLOYEE HEALTHCARE INSURANCE PROGRAM, AND FOR THE PROVISION OF HEALTHCARE STOP LOSS INSURANCE; AND DECLARING AN EMERGENCY

WHEREAS, the Finance Department and consultants, Magis Advisory Group, obtained and reviewed proposals for the employee insurance benefits provided for in Section 145.10 of the Codified Ordinances; and

WHEREAS, the Health Care Cost Management Committee has reviewed the health insurance plan design options.

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

SECTION 1. The proposal of Medical Mutual of Ohio for employee healthcare insurance for the plan options and benefits, including a Health Savings Account (Blue - HSA) plan option, for the period January 1, 2026 through December 31, 2026 as outlined on Exhibit "A" attached hereto is hereby accepted.

SECTION 2. The proposal of Medical Mutual of Ohio for healthcare administration services for the period January 1, 2026 through December 31, 2026 at the rate of eighty-nine dollars and nine cents ($89.09) per employee, per month be, and the same hereby is, accepted.

SECTION 3. The proposal of Medical Mutual of Ohio for healthcare stop loss insurance coverage for the period January 1, 2026 through December 31, 2026 at the rate of one hundred forty-four dollars and sixty cents ($144.60) per single plan and three hundred twenty-three dollars and ninety-eight cents ($323.98) per family plan per month be, and the same hereby is, accepted.

SECTION 4. The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with said Medical Mutual of Ohio as set forth in Sections 1, 2, and 3 hereof, said contracts to be in such form as is approved by the Director of Law.

SECTION 5. Council hereby appropriates sufficient funds to effectuate the provisions contained in Sections 1, 2, and 3 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Sections 1, 2, and 3 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Sections 1, 2, and 3 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 6. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that the same relates to the provision of employee healthcare benefits, 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: November 4, 2025

APPROVED: November 4, 2025

MAYOR

CLERK OF COUNCIL

City of Brecksville

Medical Benefit & Rate Comparison

EXHIBIT "A"

Medical Mutual - Renewal Plans & Contributions

Benefits	RED Network	RED Non-Network	WHITE Network	WHITE Non-Network	BLUE – HSA Network	BLUE – HSA Non-Network
Coinsurance	90%	90%	80%	60%	100%	60%-100%
Deductible	$100/$200	$100/$200	$300/$600	$800/$1,600	$3,400/$6,800 (Embedded)	$5,000/$10,000 **(Embedded)**
Employer H.S.A. Contribution	n/a	n/a	n/a	n/a	**Annual Employer Contribution to HSA Account $1,406.91 per Single / $2,774.74 per Family***	
Out-of-Pocket Maximum	$550/$1,100 (includes Deductible, Coinsurance, and Copayments)	$800/$1,600 (includes Deductible and Coinsurance) Unlimited (Deductible, Coinsurance, and Copayments)	$1,300/$2,600 (includes Deductible, Coinsurance, and Copayments)	$2,600/$5,200 (includes Deductible and Coinsurance) Unlimited (Deductible, Coinsurance, and Copayments)	$3,400/$6,800 (Embedded) (includes Deductible and Coinsurance)	$5,600/$11,200 (includes Deductible and Coinsurance) Unlimited (Deductible, Coinsurance, and Copayments)
Inpatient	90% after deductible	$250 copay, then 90% after deductible	80% after deductible	60% after deductible	100% after deductible	60% after deductible
Outpatient Surgery	90% after deductible	$150 copay, then 90% after deductible	80% after deductible	60% after deductible	100% after deductible	60% after deductible
Emergency Room	$50 copay**	$50 copay** (may be subject to balance billing)	$100 copay**	$100 copay** (may be subject to balance billing)	100% after deductible	100% after deductible (may be subject to balance billing)
Urgent Care	$10 copay	90% after deductible	$15 copay	60% after deductible	100% after deductible	60% after deductible
Office Visit - Routine Exams	Covered 100%	90% after deductible	Covered 100%	60% after deductible	Covered 100%	60% after deductible
Office Visit - Diagnostic	$10 copay ($10 specialist)	90% after deductible	$10 copay ($10 specialist)	60% after deductible	100% after deductible	60% after deductible
Diagnostic/Lab X-Ray	90% after deductible	$150 copay, then 90% after deductible	80% after deductible	$150 copay, then 60% after deductible	100% after deductible	$150 copay, then 60% after deductible
Prescription Drug Retail	**Shoebox Rx Program** 80% up to Max Out-of-Pocket then 100%	MMO will reimburse 75% of allowed charges less any coinsurance	**Shoebox Rx Program** 80% up to Max Out-of-Pocket then 100%	MMO will reimburse 75% of allowed charges less any coinsurance	**Shoebox Rx Program** 100% after Deductible	MMO will reimburse 75% of allowed charges less any coinsurance
Mail Order (90-day supply unless otherwise noted)	80% up to Max Out-of-Pocket then 100% **Specialty Drugs 30-day supply limit**	Not Covered	80% up to Max Out-of-Pocket then 100% **Specialty Drugs 30-day supply limit**	Not Covered	100% after Deductible **Specialty Drugs 30-day supply limit**	Not Covered

Employee Contributions 2026 - 2028

Enrollment Tier	RED Plan - Monthly Fully Insured Equivalent	WHITE Plan - Monthly Fully Insured Equivalent	BLUE Plan - Monthly Fully Insured Equivalent
Single	EE contribution 2026: 12%; 2027: 14%; 2028: 16%	EE contribution 2026: 3.5%; 2027: 5.5%; 2028: 7.5%	EE contribution 2026: 0%; 2027: 0%; 2028: 0% ER HSA contribution to be reduced by 2% of premium equivalent each year
Employee+Spouse	EE contribution 2026: 12%; 2027: 14%; 2028: 16%	EE contribution 2026: 3.5%; 2027: 5.5%; 2028: 7.5%	EE contribution 2026: 0%; 2027: 0%; 2028: 0% ER HSA contribution to be reduced by 2% of premium equivalent each year
Employee+Child(ren)	EE contribution 2026: 12%; 2027: 14%; 2028: 16%	EE contribution 2026: 3.5%; 2027: 5.5%; 2028: 7.5%	EE contribution 2026: 0%; 2027: 0%; 2028: 0% ER HSA contribution to be reduced by 2% of premium equivalent each year
Family	EE contribution 2026: 12%; 2027: 14%; 2028: 16%	EE contribution 2026: 3.5%; 2027: 5.5%; 2028: 7.5%	EE contribution 2026: 0%; 2027: 0%; 2028: 0% ER HSA contribution to be reduced by 2% of premium equivalent each year

2026 COBRA Rates (Without 2% Added) and Contributions

Enrollment Tier	RED Plan - Monthly Fully Insured Equivalent	WHITE Plan - Monthly Fully Insured Equivalent	BLUE Plan - Monthly Fully Insured Equivalent
Single	$1,148.87	$1,118.54	$970.56
Employee+Spouse	$2,412.64	$2,348.94	$2,038.18
Employee+Child(ren)	$1,953.08	$1,901.53	$1,649.96
Family	$3,389.18	$3,299.71	$2,863.12

Enrollment Tier	Employee Contribution/Month: 12.0%	Employer Contribution/Month (FIE less EE Contribution)	Employee Contribution/Month: 3.5%	Employer Contribution/Month (FIE less EE Contribution)	Employee Contribution/Month	Employer Contribution/Month (FIE less EE Contribution)
Single	$137.86	$1,011.01	$39.15	$1,079.39	$0.00	$970.56
Employee+Spouse	$289.52	$2,123.12	$82.21	$2,266.73	$0.00	$2,038.18
Employee+Child(ren)	$234.37	$1,718.71	$66.55	$1,834.98	$0.00	$1,649.96
Family	$406.70	$2,982.48	$115.49	$3,184.22	$0.00	$2,863.12

Employer H.S.A. Funding will be deposited into accounts in the following manner - 1/2 in January and 1/2 in July

5819

AN ORDINANCE ACCEPTING THE PROPOSAL OF DELTA DENTAL FOR AN EMPLOYEE DENTAL INSURANCE PROGRAM; AND DECLARING AN EMERGENCY

WHEREAS, the Finance Department and consultants, Magis Advisory Group, obtained and reviewed proposals for the employee insurance benefits provided for in Section 145.10 of the Codified Ordinances; and

WHEREAS, the Health Care Cost Management Committee has reviewed the health insurance plan design options.

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

SECTION 1. The proposal of Delta Dental for an employee dental insurance program as outlined in Exhibit "A" attached hereto, at a cost of thirty-eight dollars and seventy-nine cents ($38.79) per month for single coverage and one hundred nine dollars and seventy-four cents ($109.74) per month for family coverage effective January 1, 2026 through December 31, 2026, that is, for a one-year period be, and the same hereby is, accepted.

SECTION 2. The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with the said Deltal Dental 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 expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

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

PASSED: November 4, 2025

APPROVED: November 4, 2025

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MAYOR CLERK OF COUNCIL

City of Brecksville

Dental Benefit & Rate Comparison

"EXHIBIT A"

Effective: January 1, 2026

Benefit	OPTION 1 Delta Dental PPO Plan - Self Funded In-Network	Non-Network
Deductible (Individual/Family)	$50/$150	$50/$150
Deductible Waived for Preventative	Yes	Yes
Preventative & Diagnostic Exams, cleanings, fluoride, x-rays, sealants, space maintainers	100%	100%
Basic Services Fillings, simple extractions, oral surgery, emergency palliative treatment, relines, repairs	100%	100%
Major Services Dentures, bridges, crowns, implants	60%	60%
Endodontics	100%	100%
Periodontics	100%	100%
Calendar Year Maximum	$2,500	
Orthodontia Benefit	50% up to $1,000	
Waiting Period	None for Timely Entrants	
Out of Network Reimbursement	90th UCR	
Network	Delta Dental	
Rate Guarantee	**12 Months (1/1/26 - 12/31/26)**	

	OPTION 1
48 Single	$38.79
91 Family	$109.74
TOTAL MONTHLY PREMIUM	**$11,848**
TOTAL ANNUAL PREMIUM	**$142,180**
Premium $ Change from Current	**$10,532**
Percentage % Change from Current	**8.0%**

These benefit descriptions have been prepared from material furnished by the insurance carrier. In the event of a discrepancy, the insurance carrier contract will govern.

Rates above are fully insured equivalents. The self-funded rate will be $13.97 per subscriber per month.

Minimum enrollment of 141 subscribers.

5820

AN ORDINANCE AUTHORIZING A CONTRACT WITH LINCOLN NATIONAL LIFE INSURANCE COMPANY FOR AN EMPLOYEE LIFE INSURANCE PROGRAM; AND DECLARING AN EMERGENCY

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

SECTION 1. The Mayor be and is hereby authorized to enter into a contract with Lincoln National Life Insurance Company for an employee life insurance program as outlined in attached Exhibit "A" at a cost of twenty-nine and three tenths cents ($0.293) per one thousand dollars ($1,000) of coverage for a fifty-thousand dollar ($50,000) term life policy per employee effective January 1, 2026 through December 31, 2027.

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

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

PASSED: November 4, 2025

APPROVED: November 4, 2025

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MAYOR CLERK OF COUNCIL

City of Brecksville

Basic Life/AD&D Benefit & Rate Comparison

"EXHIBIT A"

Effective: January 1, 2026

Benefit Provision	RENEWAL Lincoln
Class	**Class 1:** FT Active EE working 35 hours per week **Class 2:** Part Time Law Director, & Assistant Law Director working at least 5 hours per week **Class 3:** Part Time council member working at least 5 hours per week
Life Benefit	Flat $50,000
AD&D Benefit	Flat $50,000
Guarantee Issue	$50,000
Age Reduction Schedule	None
Accelerated Death Benefit	Included; pays 75% of benefit
Conversion Provision	Included
Waiver of Premium	Included
Contribution/Participation	100% Employer Paid; 100% Participation
Rate Guarantee	**24 Months (1/1/26 - 12/31/27)**
	RENEWAL
Estimated Volume - Life	**$7,100,000**
Estimated Volume - AD&D	**$7,100,000**
Life Rate/$1,000	**$0.263**
AD&D Rate/$1,000	**$0.030**
Estimated Monthly Premium	**$2,080**
Estimated Annual Premium	**$24,964**
Premium $ Change from Current	**$1,108**
Premium % Change from Current	**4.6%**

These benefit descriptions have been prepared from material furnished by the insurance carrier. In the event of a discrepancy, the insurance carrier contract will govern.

AN ORDINANCE ACCEPTING THE PROPOSAL OF VISION SERVICE PROVIDER (VSP) FOR AN EMPLOYEE VISION INSURANCE PROGRAM; AND DECLARING AN EMERGENCY

WHEREAS, the Finance Department and consultants, Magis Advisory Group, obtained and reviewed proposals for the employee insurance benefits provided for in Section 145.10 of the Codified Ordinances; and

WHEREAS, the Health Care Cost Management Committee has reviewed the health insurance plan design options.

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

SECTION 1. The proposal of Vision Service Provider (VSP) for an employee vision insurance program as outlined in Exhibit "A" attached hereto, at a cost of nine dollars and forty-eight cents ($9.48) per month for single coverage, eighteen dollars and ninety-six cents ($18.96) per month for employee and spouse coverage, twenty dollars and thirty-one cents ($20.31) per month for employee and children coverage and thirty-two dollars and forty-four ($32.44) per month for family coverage effective January 1, 2026 through December 31, 2026, that is, for a one-year period be, and the same hereby is, accepted.

SECTION 2. The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with the said VSP 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 expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

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

PASSED: November 4, 2025

APPROVED: November 4, 2025

MAYOR	CLERK OF COUNCIL

"EXHIBIT A"

Effective: January 1, 2026

	RENEWAL Delta Dental (VSP) Vision 150 Enhanced Network	 Non-Network
Frequency of Service		
Exam	once every 12 months	
Lenses or Contacts	once every 12 months	
Frames	once every 12 months	
Copay		
Exam	$10 copay	N/A
Materials	$10 copay	N/A
Benefits		
Eye Exams	100%	up to $45
Single Lenses	100%	up to $30
Lined Bifocal Lenses	100%	up to $50
Lined Trifocal Lenses	100%	up to $65
Frames	$150 allowance, then 20% off	up to $70
Contact Lenses - Medically Necessary	Covered in Full	up to $210
Contact Lenses - Cosmetic/Elective	$150 allowance	up to $105
Network	VSP	
Rate Guarantee	12 Months (1/1/26 - 12/31/26)	
	RENEWAL	
48 Employee	$9.48	
29 EE+SP	$18.96	
8 EE+CH	$20.31	
52 Family	$32.44	
TOTAL MONTHLY PREMIUM	**$2,854.24**	
TOTAL ANNUAL PREMIUM	**$34,250.88**	
Premium $ Change from Current	**$0.00**	
Premium % Change from Current	**0%**	

These benefit descriptions have been prepared from material furnished by the insurance carrier. In the event of a discrepancy, the insurance carrier contract will govern.

AN ORDINANCE AMENDING SECTION 141.01 OF THE ADMINISTRATIVE CODE TO INCREASE THE NUMBER OF FIREMEN/EMT PARAMEDICS; AND DECLARING AN EMERGENCY

WHEREAS, the Safety Director has recommended that the number of firemen/EMT paramedics be increased from twelve to thirteen.

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

SECTION 1. Section 141.01 of the Administrative Code be amended to read as follows:

"**141.01. - Personnel.**

The Fire Department of this municipality shall be under the general direction and control of the Director of Public Safety as provided in section 3 of article V of the City Charter, and shall consist of the following personnel:

(a)Full time.

One Fire Chief.

Three lieutenants/paramedics.

~~Twelve~~ **Thirteen** firemen/EMT-paramedics.

One fireman/EMT-B-Fire Safety Inspector.

(b)Part time.

Two captains.

Not more than 40 firemen.

Total roster shall not be more than 43 members."

SECTION 2. Section 141.01 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 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to increase the umber of firemen/EMT paramedics, 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: November 4, 2025

APPROVED: November 4, 2025

MAYOR

CLERK OF COUNCIL