City of Brecksville, Ohio
City Council Regular Meeting
Ralph W. Biggs City Council Chambers
December 2, 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 view/listen to the live stream of the meeting please go to: https://brecksvilleoh.portal.civicclerk.com on the City's website: www.brecksville.oh.us. 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 Call

Approval of Minutes

1. **Approval of November 18, 2025 City Council Minutes**
2. **Approval of October 21, 2025 Public Hearing Minutes**
3. **Approval of November 24, 2025 Special Meeting Minutes**

Unfinished Business

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.
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.

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.

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.

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.

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.

New Business

1. RES. 5727 - a Resolution appointing Stephen J. Zawacki as a part-time firefighter/paramedic in the City of Brecksville Fire Department; and declaring an emergency

2. RES. 5730 - a Resolution authorizing the Mayor to enter into an agreement with Safe Staffing of Ohio for temporary general labor staffing services for a term from January 1, 2026 to December 31, 2026; and declaring an emergency.

3. RES. 5731 - a Resolution authorizing the Mayor to enter into an audit arrangement with the Auditor of State by means of an Engagement Letter for the audit of the City's basic financial statements as of and for the year ended December 31, 2025; and declaring an emergency

4. ORD. 5827 - an Ordinance amending Ordinance 5778 as it relates to employee compensation; and declaring an emergency.

5. ORD. 5828 - an Ordinance retaining the services of the Local Government Services (LGS) of the Auditor of State's Office to assist in the preparation of the City's Annual Comprehensive Financial Reports for the Year 2025; and declaring an emergency

6. ORD. 5829 - an Ordinance to make appropriations for current expenditures and other expenditures of the City of Brecksville; and declaring an emergency

7. RES. 5732 - a Resolution making necessary transfers between certain funds for the Fiscal Year ending December 31, 2026.

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

"The most powerful weapon on earth is the human soul on fire."

- Ferdinand Foch

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

Call to Order

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: Mayor D. Kingston, Law Director D. Matty, Assistant Law Director L. Sabol, Engineer G. Wise, Fire Chief M. Bender, Human Services Director S. Paciorek, Police Chief Korinek, Purchasing Director M. Bartkiewicz, CBO S. Packard, Service Director J. Kickel, Media Specialist T. Russo, Clerk T. Tabor.
Absent: None.
Also Present: Carter P.R Jones,J. Lambert-Shemo, A.Glozer,A. Ponticos, J.Botz, Judy G. ,L.Toth, E. Martelon, M.Myers. Approximately 20 Firefighters and additional guests.

Approval of Minutes

1. **Approval of November 4, 2025 City Council Minutes**

   Motion for passage by Ganim, 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.

Unfinished Business

New Business

1. RES. 5725 - a Resolution appointing Michael J Tusai II as a full-time firefighter/paramedic in the City of Brecksville Fire Department; and declaring an emergency.

   Mayor Kingston said Michael Tusai has been an outstanding firefighter for the City of Brecksville for 19 years and will now join the ranks as a full-time firefighter. Firefighter Tusai has been a part-time firefighter/paramedic since 2006 and as a full time firefighter/paramedic with the Village of Newburgh Heights and part time with the City of Seven Hills. Michael has also been a member of Southwest Emergency Response Team as a diver and swift water rescue technician. Michael also comes to us with certifications as a state-certified fire safety inspector, licensed drone pilot, and is very well -rounded in the many computer systems that are used in the fire service and will be a wonderful asset to us in our needs for a seasoned and well -qualified firefighter paramedic.

   Mayor Kingston administered the oath to Michael Tusai II and his wife Kristen installed the badge to Firefighter/Paramedic Tusai. Their son Brody and his mother-in law Linda were in attendance.

   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 by Stucky, seconded by Bender to pass Resolution 5725.
   Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
   Voting Nay: None.

Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

2. RES. 5726 — a Resolution appointing Sayf S. Shetawi as a part-time firefighter/paramedic in the City of Brecksville Fire Department; and declaring an emergency.

Mayor Kingston said Sayf is currently working part-time for the Brunswick Hills Fire Department and Donald Martin and Sons Ambulance Service. Sayf graduated from North Royalton High School and obtained his firefighting certification from Cuyahoga Community College in 2018 and graduated from the Cuyahoga County Community College paramedic program in 2023.

Mayor Kingston administered the oath to Sayf S.Shetawi and his mother, Susan, installed the badge of firefighter.

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 by Stucky, seconded by Bender to pass Resolution 5726.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

3. RES 5728 - a Resolution establishing blanket purchase order amount and limit and exceptions with higher limits; 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 by Stucky, seconded by Bender to pass Resolution 5728.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

4. RES. 5729 - a Resolution authorizing the Mayor to enter into an Ohio Department of Development Building Demolition and Site Revitalization Program Subrecipient Agreement with the Cuyahoga County Land Reutilization Corporation to set forth terms and conditions upon which certain funds will be subgranted for costs of implementing the Building Demolition and Site Revitalization Program; 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 by Stucky, seconded by Bender to pass Resolution 5729.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

5. ORD. 5823 - an Ordinance amending Section 136.07 of the Administrative Code titled "Registration fee; Use of Funds; Rules." to

include membership pass rates for non-resident students for Community Center Membership; 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 by Stucky, seconded by Bender to pass Ordinance 5823.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

6. ORD. 5824 - an Ordinance authorizing purchase of various grades of gasoline and diesel fuel for the City of Brecksville through a Joint Municipal Improvement Consortium; 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 by Stucky, seconded by Bender to pass Ordinance 5824.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

7. ORD. 5825 - an Ordinance amending Section 1311.08 of the Building Code titled Registration Expiration; Application Fee to update the application fee; 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 by Stucky, seconded by Bender to pass Ordinance 5825.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

8. ORD. 5826 - an Ordinance to amend Ordinance No. 5758, making appropriations for current expenses of the City of Brecksville during the fiscal year ending December 31, 2025, making necessary appropriation and revenue adjustments; 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 by Stucky, seconded by Bender to pass Ordinance 5826.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

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

Board of Appeals
Council Member Stucky reported the next meeting of the Board of Zoning Appeals will be December 8, 2025 at 7:30 PM.

Appeal 2025-61
Approval of the request of Kevin Weigand on behalf of Michael and Rachael Passodelis for (1) a variance from Section 1151.24 minimum 125 ft. front yard setback required to allow 107.5 ft., (2) a variance from Section 1151.24 minimum 30 ft. total side yards required to allow 25 ft. for the construction of an addition on the rear of a non-conforming house, located at 6738 East Sprague Rd., PPN 601-01-018.

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

Appeal 2025-62 Approval for the request of Evergreen Woodcraft on behalf of Jordan Jachna for (1) a variance from Section 1151.24 minimum 10 ft. side yard setback required to allow for 4 ft., (2) a variance from Section 1151.24 minimum 30 ft. total side yards required to allow for 19 ft. for the construction of an addition a non-conforming house, located at 7909 Oakhurst Dr., PPN 602-03-028.

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

Planning Commission
Council President Caruso reported the Planning Commission has three items for Council consideration. The next meeting of the Planning Commission will be December 6, 2025 at 7:00 PM.

WOW Workshop of Wishes - Approval of a 18 sq. ft. permanent, externally-illuminated, wall identification sign for WOW Workshop of Wishes, 23 Public Square, Brecksville, Ohio as described in the application dated 10/21/25 and shown in the attached plans by RUFFneon dated 10/20/2025, contingent on approval by City Council for the following deviation: 1. A deviation from Section 1187 .11 (b) requirement for the maximum of 1 wall sign to allow 2 wall signs.

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

Deer Path Estates Entrance Sign 5901 Fawn Lane - Approval of an 8.33 sq. ft. permanent, single sided, externally-illuminated, ground identification sign for Deer Path Estates, 5901 Fawn Ln., Brecksville, Ohio as described in the application dated 10/23/25 and shown in the attached plans by Medina Signs dated 10/24/25 and approval from City Council for the following deviation:
1. A deviation from Section 1187 .08(b) identification signs in a residential district must be 10 ft. from the ROW to allow for an identification sign to be 5 ft. from the ROW to replace an existing sign and contingent on the City Engineer for approval of the final location.

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

Solar Panels 6560 Thorntree Dr. - FINAL Approval for a Solar Photovoltaic System installation at 6560 Mill Road, Brecksville, Ohio, Pem1anent Parcel Number 601-21-099, as described in the application dated September 19, 2025, and attached 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 by Caruso, seconded by Savage for passage.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
Voting Nay: None.
Abstain: None.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Water's Edge 7014 Mill Rd. - PRELIMINARY and FINAL approval for a parking lot, exterior facade, and ADA ramp located at 7014 Mill Road (PPN 601-30-042) Brecksville, Ohio, 44141, as described in the application dated 5/19/25 and shown on the plans submitted on 10/25/25, contingent upon the City Engineer and City Council for Final Approval.

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

Council Member Bender was excused due to a conflict with the following items.

Woodlands of Snowville Phase 2 & 3 River Birch Run - Final approval for the revision of the Phase 2 improvement plans to specifically allow the additional clearing and stom1 sewer changes as described in the application dated 10/20/25 and attached plans contingent on approval of the City Engineer and City Council.

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

Final approval of Clearing, Mass Grading, and SWPP for Phase 3 as described in the application dated 10/20/25 and attached plans contingent on approval of the City Engineer and City Council.

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

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

Flour Restaurant 5720 Independence Dr. # 100 - FINAL approval of an 18 sq. ft., face-lit, channel letter, wall identification sign and facade for Flour Restaurant, located at 5720 Independence Dr. # 100, Brecksville, Ohio, as described in the application dated 10/20/2025 and attached plans by APEX Pinnacle Services LLC. submitted on 10/20/25, and contingent on approval from City Council for the following deviations:
Wall Sign(s):
1. A deviation from Section 1187 .09(c) that the total height shall not exceed 3 ft. for a wall identification sign to allow for 3.83 ft.
2. 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 face-lit illuminated wall identification sign.

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

Council President Caruso, Council Member Ganim, and Council Member Bender returned to the meeting.

Recreation Commission
Council Member Ganim reported the next meeting of the Recreation Commission will be December 1st at 7:30 PM.

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.

Reports of Council Committees

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

Streets & Sidewalks - Council Member Stucky reported the Committee met earlier and has one item for Council consideration.

Oakes Road Sidewalks - Recommend to Council approval of a motion to authorize the Purchasing Director to advertise for bids for CUY SRTS 2026 Brecksville (PID 120129) for the construction of sidewalks on Oakes Road from Barr Road to the Blossom Hill Complex entrance.

Motion to approve by Ganim, 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 - Council Member Ganim reported the Committee met earlier and has no items for Council consideration.

Buildings & Grounds - Council Member Jantzen reported the Committee met earlier and has no items for Council consideration.

Legislation - Council Member Bender reported the Committee met earlier and has no items for Council consideration.

Finance - Council Member Savage reported the Committee met earlier and has two items for Council consideration.

Recreation and Human Services Program Rates - Approval of a motion authorizing changes to the 2026 Community Center and Human Services program rates.

Motion made by Savage, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Purchase Order Increase - Approval of an increase to PO# 20259617 in the amount of $8,000.00 for Community Center - General Programming

Motion made by Savage, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

IT Equipment - Approval of a motion authorizing a requisition in the amount of $30,000 for various vendors for the purchase of twenty-one (21) UPS units and eight (8) workstations.

Motion made by Savage, Seconded by Koepke.
Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.
MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

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

Director of Law, Dave Matty: No Report
Engineer, Gerry Wise: No Report.
Director of Finance, Laura Starosta: No Report.
Chief Building Official: CBO Scott Packard. No Report
Director of Human Services: Dr. Paciorek said the Yuletide Hunger collection is ongoing in the community, donations are needed.
Director of Service, Joe Kickel: No Report
Director of Purchasing, Monica Bartkiewicz: No Report.
Chief of Police Department, Chief Korinek reported Shop with a First Responder will take place on December 6th. Tickets are available at the Police Station or the Clerk of Courts office.
Chief of Fire Department: Mark Bender: No Report.

Report of the Mayor – Mayor Kingston said Shop with a First Responder will take children, referred by the school district, shopping for Christmas gifts and return back to the Community Center for lunch and gift wrapping. Leak collection continues through November 28th. The Christmas Parade and tree lighting will be on November 30th with fireworks when it is sufficiently dark enough.
Regarding the restaurants down at Valor Acres, some updates Masu is opening on Thursday. They're currently taking reservations. Orientation for Flour was yesterday. An opening date for them was not given. Mayor Kingston said he believes it's going to be the end of next week.

Comments: Council President Caruso asked that Council Members let Kristen Kouri know if you will be participating in the Holiday parade.

Council Member Stucky commented he is happy with the fence going up at Kids Quarters. Council Member Stucky thanked Service Director Kickel and Engle, they did a wonderful job bringing this project for the City. I'm so proud. I'm also proud of our Mayors, Mayor Hruby for getting that project going, and Mayor Kingston for following through. When you walk through that, that's just an amazing thing that our city has done, and thanks to everybody who participated in that.

Adjournment

8:35 PM

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.

Call to Order

4:50 PM

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: Mayor D. Kingston, Finance Director Starosta, Asst. Finance Director Lemasters, Councl Clerk Tabor.

New Business

Council Members Bender,Caruso and Ganim left the meeting due to a conflict.

1. Liquor Permit - Notify the Ohio Department of Liquor Control the City of Brecksville has no objection to the issuance of a liquor Permit to Flour VA Restaurant, LLC and waives the need for a hearing.

   Vice President Savage said the agenda item for today is a request for a liquor permit for Flour Restaurant at Valor Acres. Mayor Kingston said the Ohio Department of Liquor Control did not send the City of Brecksville a liquor permit notice for Flour. City Council is required to reply to the request to either waive the hearing or request a hearing to be held prior to issuance of a liquor permit. Flour is looking to have a grand opening this evening.

   Motion to approve by Savage, seconded by Keopke.
   Voting Yea: Jantzen, Koepke, Savage, Stucky.
   Voting Nay: None.
   Abstain: None.
   MOTION CARRIED: 4- Ayes, 0-Nays, 0-Abstain.

   Council Members Bender, Caruso, and Ganim returned to the meeting.

Adjournment

4:52 PM

Motion to adjourn by Savage, 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.

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

MINUTES

Call to Order
7:45 PM

Roll Call
Present: Daniel Bender, Dominic Caruso, AJ Ganim, Mark Jantzen, Ann Koepke, Beth Savage, Brian 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 Puhar, Clerk T. Tabor.

New Business

1. 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.

   Purchasing Director Bartkiewicz said each year the City holds a public hearing to solicit public input for community development needs as part of the grant application process through Cuyahoga
   County's Community Development Supplemental Grant. In prior years the city utilized the funds for the audible pedestrian crossings, playground equipment and for the new pickle ball court. for 2026 the maximum grant award is $50,000. Brecksville is looking to apply for funding to go towards the rehabilitation of the tennis courts at city on the city hall property. We are looking for any type of comments that the public may have. Anyone can feel free to send them to me in writing by email and if you wouldn't mind signing in near the door, it would be greatly appreciated.

Adjournment
Hearing no comments or questions, Council President Caruso moved to adjourn at 7:48 PM.

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

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

CITY OF BRECKSVILLE, OHIO
ECONOMIC DEVELOPMENT PLAN
WOODLANDS SUBDIVISON
RESIDENTIAL INCENTIVE DISTRICTS

__________, 2025

The Plan

The purpose of this Economic Development Plan (this "Plan") is to satisfy the requirement of Section 5709.40(A)(5)(f) of the Ohio Revised Code, which requires that an economic development plan evidence that the public infrastructure serving proposed residential tax increment financing incentive districts is inadequate to meet the development needs of the districts. This Plan has been developed to continue the efficient and effective development of the City of Brecksville, Ohio (the "City").

Proposed Development

This Plan relates to a development in the City referred to as Woodlands Subdivision.

Woodlands Subdivision is a development planned to consist of approximately 70 single family homes. Creating a new, single family residential development will help increase property values in the area and increase housing options in the City. Sales prices for the single family homes are currently expected to range between $1,000,000 and $1,500,000 depending on product type and square footage. The property is currently undeveloped – there are no buildings or structures on the property.

The above described properties are referred to herein as the "Incentive Districts" or the "Property". The current development plans for the Property are contained in Attachment A.

Proposed Incentive Districts

The City is considering the creation of residential Tax Increment Financing (TIF) Incentive Districts (the "Incentive Districts") encompassing the proposed Woodlands Subdivision. The Incentive Districts are essential to fund the necessary infrastructure improvements for the development described below and will also create a neighborhood that will continue to grow over time and increase the City's collection of income taxes and, over time, real property taxes for the City and other taxing subdivisions.

Public Infrastructure Improvements

Payments in lieu of taxes collected from the proposed Incentive Districts will fund public infrastructure improvements necessary to support the residential development, including, without limitation, the Snowville reconstruction and widening, Snowville lowering at Dewey, Snowville Calvert Replacement, Snowville connectivity, Dewey Road improvements, Brecksville Road improvements, and Miller Road improvements, and the acquisition of all necessary rights of way.

The public infrastructure improvements will help solve existing infrastructure needs in the City and improve the capacity of infrastructure to handle the increased demand placed on it by the development of the Property, all of which will help to attract new families to the City, increase property values and support the increase of needed housing stock. The City will benefit as a whole from the creation of the Woodlands Subdivision and the development and construction of the Public Infrastructure Improvements.

Analysis and Assessment

The proposed residential developments described in this Plan will help the City to enhance the safety and functionality of the community's roadway system as well as play a vital role in the growth and preservation of the community through planned development.

The proposed residential developments will create an urgent need for infrastructure upgrades in this area of the City. The proposed Incentive Districts will assist in financing public infrastructure improvements vital to the growth and development of the Property but will also aid in attracting new families, a vital factor to the overall development of the City.

This project will allow the City to upgrade its roadway system. The proposed residential developments will provide desired housing for population growth and a strengthened tax base for the City.

Conclusion

Residential development has been an important catalyst to the City's economic development success, and the Property will serve as a catalyst for success in the economic development of the City. The residential development will provide the desired housing for the growing population, while the public infrastructure improvements will support the residential development, and provide for new economic development in the City. The proposed Incentive Districts are located in an area identified by the City for growth and development. This project will provide critical family housing and necessary supporting infrastructure as the City's population and commercial activity increases.

Attachments

Attachment A: Current development plans for the Districts

CERTIFICATE OF CITY ENGINEER
PURSUANT TO OHIO REVISED CODE SECTION 5709.40(A)(5)(f)

The developer of the Incentive Districts shown on the attached maps intends to develop residential subdivisions with approximately 70 single-family residential units within the City in order to increase available housing options within the City. Each of the Incentive Districts shown on the attached maps is less than 300 acres in size and have a continuous boundary. The Overlay, as defined in Ohio Revised Code Section 5709.40(A)(6) and shown on the attached map, is less than 300 acres in size and are square or a rectangle having two sides that are not more than twice the length of the smaller sides. Pursuant to Ohio Revised Code Section 5709.40(A)(5)(f), I hereby certify that the public infrastructure serving the Incentive Districts shown on the attached maps is inadequate to meet the development needs of the districts as evidenced by the development plans for the districts.

____
City Engineer
City of Brecksville, Ohio

Attachment A

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5809

AN ORDINANCE CREATING THE HIGHLAND PARK 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.

WHEREAS, this Council desires to facilitate the development of certain public infrastructure relating to a residential subdivision with approximately 16 single-family homes within the City (the “Project”); and

WHEREAS, this Council, pursuant to ORC Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Act”), is authorized to declare improvements to real property to be a public purpose, exempt those improvements from real property taxation, and require owners of the real property to make service payments in lieu of taxes in an amount equal to such exempted taxes and require the distribution of a portion of the service payments to the Brecksville-Broadview Heights City School District (the “BBH School District”) and the Cuyahoga Valley Career Center (the “CVCC” and collectively with the BBH School District, the “School Districts”); and

WHEREAS, to pay the associated costs of the necessary public infrastructure improvements from service payments in lieu of taxes, this Council has determined to create the Highland Park Incentive District (an “Incentive District”) pursuant to the TIF Act, the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property within each Incentive District specifically identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the “Parcels”, with each of those parcels referred to herein individually as a “Parcel”);

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

SECTION 1. Incentive District Findings and Determinations; Creation of Incentive District. This Council hereby: (i) adopts the Economic Development Plan for the Incentive District now on file with the Clerk of the City Council, (ii) accepts and adopts the City Engineer’s certification to this Council and the City Engineer’s findings set forth therein (a) that the public infrastructure serving the Incentive District is inadequate to meet the development needs of the Incentive District as evidenced by the Economic Development Plan and (b) that the Incentive District is less than 300 acres in size and enclosed by a contiguous boundary, (iii) finds and determines that the Project will place additional demand on the Public Infrastructure Improvements, (iv) finds and determines that the City sent written notice of the public hearing regarding this Ordinance by first class mail to each owner of real property within each proposed Incentive District at least 30 days prior to such hearing, which notice included a map of the proposed Incentive District as well as the overlay area required by ORC Section 5709.40(C)(2), (v) finds and determines that this Council has not received a request from the owner of any real property within any proposed Incentive District to exclude that owner's property from the Incentive District, (vi) finds and determines that notice of this Ordinance has been delivered to the School Districts in accordance with and within the time periods prescribed in ORC Sections 5709.40 and 5709.83, and (vii) finds and determines that notice of this Ordinance has been given to Cuyahoga County, Ohio. Pursuant to the TIF Act, this Council creates the Incentive District, the boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted in Exhibit A attached hereto.

SECTION 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B attached to this Ordinance (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit or serve, or that once made will directly benefit or serve, the Incentive District.

SECTION 3. Life of Incentive District Authorization of Tax Exemption. The life of the Incentive District commences with the first tax year that begins after the effective date of this Ordinance and in which an Improvement (as defined below) attributable to a new structure would first appear on the tax list and duplicate of real and public utility property for any Parcel within the Incentive District were it not for the exemption granted in this Ordinance and ends on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act (the "Incentive District Life").

Pursuant to and in accordance with the provisions of ORC Section 5709.40(C), this Council hereby declares that the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "Improvement," as defined in ORC Section 5709.40(A)) is a public purpose, with 100% of such Improvement to each Parcel exempt from taxation for the Incentive District Life for the Incentive District.

SECTION 4. Service Payments and Property Tax Rollback Payments. Pursuant to ORC Section 5709.42, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the Cuyahoga County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the "Service Payments"), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this Ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 6 of this Ordinance.

SECTION 5. TIF Fund. This Council hereby establishes the Highland Park Incentive District Municipal Public Improvement Tax Increment Equivalent Fund (the

"TIF Fund"). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to the TIF Act shall be used solely for the purposes authorized in the TIF Act and this Ordinance (as it may be amended or supplemented). The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

SECTION 6. Distributions; Payment of Costs. Pursuant to the TIF Act, during the Incentive District Life for the Incentive District, the County Treasurer is requested to distribute the Service Payments and the Property Tax Rollback Payments as follows: (i) first to the BBH School District and the CVCC, each an amount equal to the amount the respective school district would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to the parcels located within the school districts if the Improvement had not been exempt from taxation pursuant to this Ordinance, and (ii) second, to the City for deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements. The distribution from the County Treasurer to the City required under this Section is requested to be made at the same time and in the same manner as real property tax distributions. The City shall make all distributions requested under clause (i) of this Section to the extent not made by the County Treasurer.

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the Director of Finance, the Director of Law, the Clerk of Council, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Department of Development and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the Director of Finance, the Director of Law, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

SECTION 8: Compliance with Open Meeting Requirements. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including RC Section 121.22.

SECTION 9: Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION 10: Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to increase Service Payments available to the City to support public infrastructure projects; therefore, this 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:____________________, 2025

APPROVED: ________________, 2025

First Reading: __________________

Second Reading: ________________

Third Reading: _________________

____
MAYOR

____
CLERK OF COUNCIL

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5809

EXHIBIT A

IDENTIFICATION AND MAP OF THE INCENTIVE DISTRICT

The area shaded below on the following map identifies the Incentive District.

For information purposes only, the parcel numbers include: 603-15-050, 603-15-049, 603-15-048, 603-15-047, 603-15-046, 603-15-045, 603-15-044, 603-15-043, 603-15-042, 603-15-041, 603-15-040, 603-15-039, 603-15-038, 603-15-037, 603-15-036, 603-15-035, 603-15-034 and 603-15-033.

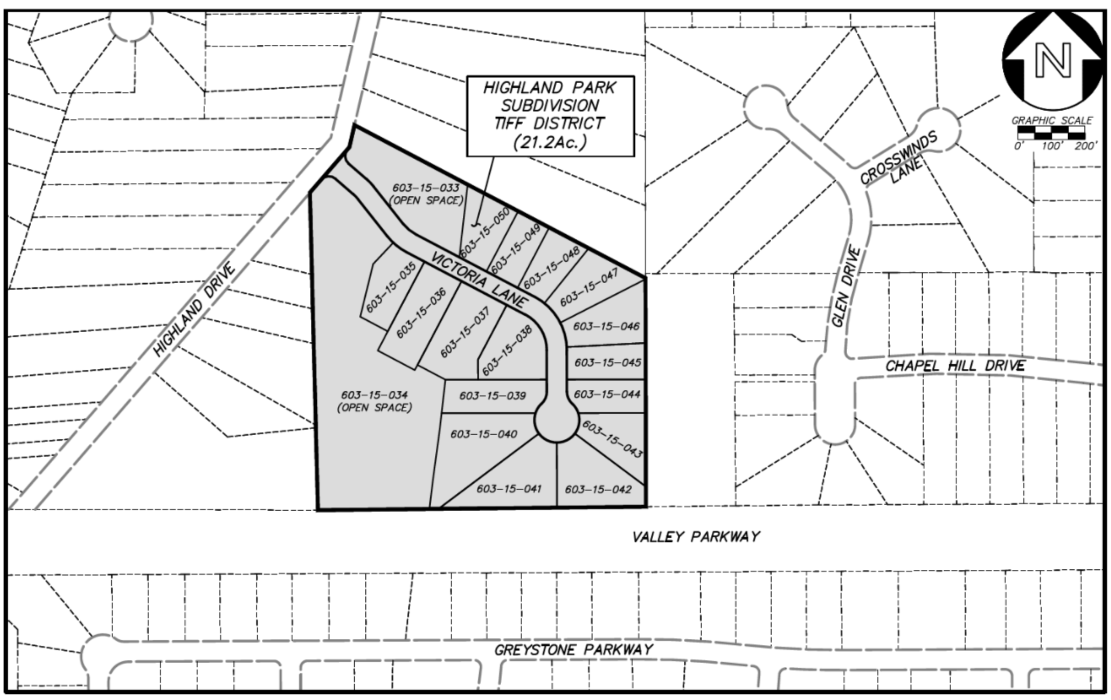


EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(8) and that directly benefits the Parcels and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways**. Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.

- **Water/Sewer**. Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.

- **Environmental/Health**. Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.

- **Utilities**. Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.

- **Stormwater**. Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- **Demolition**. Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.

- **Parks**. Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.

- **Streetscape/Landscape**. Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above.

- **Real Estate**. Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.

- **Professional Services**. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

CITY OF BRECKSVILLE, OHIO

ECONOMIC DEVELOPMENT PLAN
HIGHLAND SUBDIVISON
RESIDENTIAL INCENTIVE DISTRICTS

__________, 2025

The Plan

The purpose of this Economic Development Plan (this "Plan") is to satisfy the requirement of Section 5709.40(A)(5)(f) of the Ohio Revised Code, which requires that an economic development plan evidence that the public infrastructure serving proposed residential tax increment financing incentive districts is inadequate to meet the development needs of the districts. This Plan has been developed to continue the efficient and effective development of the City of Brecksville, Ohio (the "City").

Proposed Development

This Plan relates to a development in the City referred to as Highland Subdivision.

Highland Subdivision is a development planned to consist of approximately 15 single family homes. Creating a new, single family residential development will help increase property values in the area and increase housing options in the City. Sales prices for the single family homes are currently expected to range between $1,000,000 and $1,500,000 depending on product type and square footage. The property is currently undeveloped – there are no buildings or structures on the property.

The above described properties are referred to herein as the "Incentive Districts" or the "Property". The current development plans for the Property are contained in Attachment A.

Proposed Incentive Districts

The City is considering the creation of residential Tax Increment Financing (TIF) Incentive Districts (the "Incentive Districts") encompassing the proposed Highland Subdivision. The Incentive Districts are essential to fund the necessary infrastructure improvements for the development described below and will also create a neighborhood that will continue to grow over time and increase the City's collection of income taxes and, over time, real property taxes for the City and other taxing subdivisions.

Public Infrastructure Improvements

Payments in lieu of taxes collected from the proposed Incentive Districts will fund public infrastructure improvements necessary to support the residential development, including, without limitation, Highland Road reconstruction and improvements, Highland storm sewer improvements, Highland/Oakes intersection improvements, and Highland connectivity improvements.

The public infrastructure improvements will help solve existing infrastructure needs in the City and improve the capacity of infrastructure to handle the increased demand placed on it by the development of the Property, all of which will help to attract new families to the City, increase property values and support the increase of needed housing stock. The City will benefit as a whole from the creation of the Highland Subdivision and the development and construction of the Public Infrastructure Improvements.

Analysis and Assessment

The proposed residential developments described in this Plan will help the City to enhance the safety and functionality of the community's roadway system as well as play a vital role in the growth and preservation of the community through planned development.

The proposed residential developments will create an urgent need for infrastructure upgrades in this area of the City. The proposed Incentive Districts will assist in financing public infrastructure improvements vital to the growth and development of the Property but will also aid in attracting new families, a vital factor to the overall development of the City.

This project will allow the City to upgrade its roadway system. The proposed residential developments will provide desired housing for population growth and a strengthened tax base for the City.

Conclusion

Residential development has been an important catalyst to the City's economic development success, and the Property will serve as a catalyst for success in the economic development of the City. The residential development will provide the desired housing for the growing population, while the public infrastructure improvements will support the residential development, and provide for new economic development in the City. The proposed Incentive Districts are located in an area identified by the City for growth and development. This project will provide critical family housing and necessary supporting infrastructure as the City's population and commercial activity increases.

Attachments

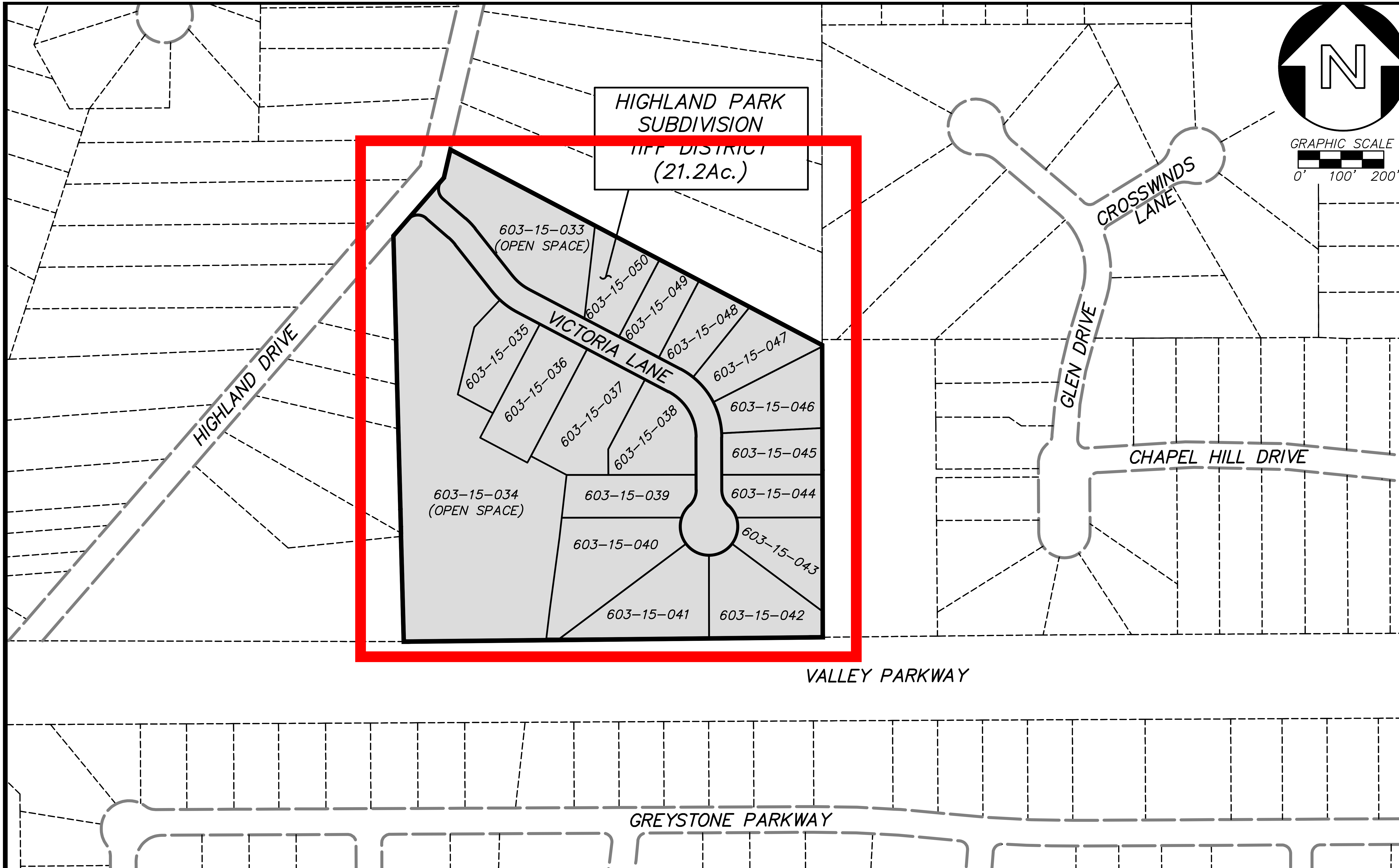
Attachment A: Current development plans for the Districts

CERTIFICATE OF CITY ENGINEER
PURSUANT TO OHIO REVISED CODE SECTION 5709.40(A)(5)(f)

The developer of the Incentive Districts shown on the attached maps intends to develop residential subdivisions with approximately 15 single-family residential units within the City in order to increase available housing options within the City. Each of the Incentive Districts shown on the attached maps is less than 300 acres in size and have a continuous boundary. The Overlay, as defined in Ohio Revised Code Section 5709.40(A)(6) and shown on the attached map, is less than 300 acres in size and are square or a rectangle having two sides that are not more than twice the length of the smaller sides. Pursuant to Ohio Revised Code Section 5709.40(A)(5)(f), I hereby certify that the public infrastructure serving the Incentive Districts shown on the attached maps is inadequate to meet the development needs of the districts as evidenced by the development plans for the districts.

____
City Engineer
City of Brecksville, Ohio

Attachment A


HIGHLAND PARK
SUBDIVISION
TIFF DISTRICT
(21.2Ac.)
GRAPHIC SCALE
0' 100' 200'
603-15-033
(OPEN SPACE)
603-15-034
(OPEN SPACE)
603-15-035
603-15-036
603-15-037
603-15-038
603-15-039
603-15-040
603-15-041
603-15-042
603-15-043
603-15-044
603-15-045
603-15-046
603-15-047
603-15-048
603-15-049
603-15-050
VICTORIA LANE
HIGHLAND DRIVE
CROSSWINDS LANE
GLEN DRIVE
CHAPEL HILL DRIVE
VALLEY PARKWAY
GREYSTONE PARKWAY

CITY OF BRECKSVILLE, OHIO

ECONOMIC DEVELOPMENT PLAN
E. EDGERTON SUBDIVISON
RESIDENTIAL INCENTIVE DISTRICTS

__________, 2025

The Plan

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Proposed Development

This Plan relates to a development in the City referred to as E. Edgerton Subdivision.

E. Edgerton Subdivision is a development planned to consist of approximately 5 single family homes. Creating a new, single family residential development will help increase property values in the area and increase housing options in the City. The sales prices for the five single family homes are currently expected to total $10,000,000 depending on product type and square footage. The property is currently undeveloped – there are no buildings or structures on the property.

The above described properties are referred to herein as the "Incentive Districts" or the "Property". The current development plans for the Property are contained in Attachment A.

Proposed Incentive Districts

The City is considering the creation of residential Tax Increment Financing (TIF) Incentive Districts (the "Incentive Districts") encompassing the proposed E. Edgerton Subdivision. The Incentive Districts are essential to fund the necessary infrastructure improvements for the development described below and will also create a neighborhood that will continue to grow over time and increase the City's collection of income taxes and, over time, real property taxes for the City and other taxing subdivisions.

Public Infrastructure Improvements

Payments in lieu of taxes collected from the proposed Incentive Districts will fund public infrastructure improvements necessary to support the residential development, including, without limitation, Edgerton Road reconstruction and widening, Edgerton sanitary sewer extension, Edgerton and Barr intersection improvement, and Barr Road improvements.

The public infrastructure improvements will help solve existing infrastructure needs in the City and improve the capacity of infrastructure to handle the increased demand placed on it by the development of the Property, all of which will help to attract new families to the City, increase property values and support the increase of needed housing stock. The City will benefit as a whole from the creation of the E. Edgerton Subdivision and the development and construction of the Public Infrastructure Improvements.

Analysis and Assessment

The proposed residential developments described in this Plan will help the City to enhance the safety and functionality of the community's roadway system as well as play a vital role in the growth and preservation of the community through planned development.

The proposed residential developments will create an urgent need for infrastructure upgrades in this area of the City. The proposed Incentive Districts will assist in financing public infrastructure improvements vital to the growth and development of the Property but will also aid in attracting new families, a vital factor to the overall development of the City.

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Residential development has been an important catalyst to the City's economic development success, and the Property will serve as a catalyst for success in the economic development of the City. The residential development will provide the desired housing for the growing population, while the public infrastructure improvements will support the residential development, and provide for new economic development in the City. The proposed Incentive Districts are located in an area identified by the City for growth and development. This project will provide critical family housing and necessary supporting infrastructure as the City's population and commercial activity increases.

Attachments

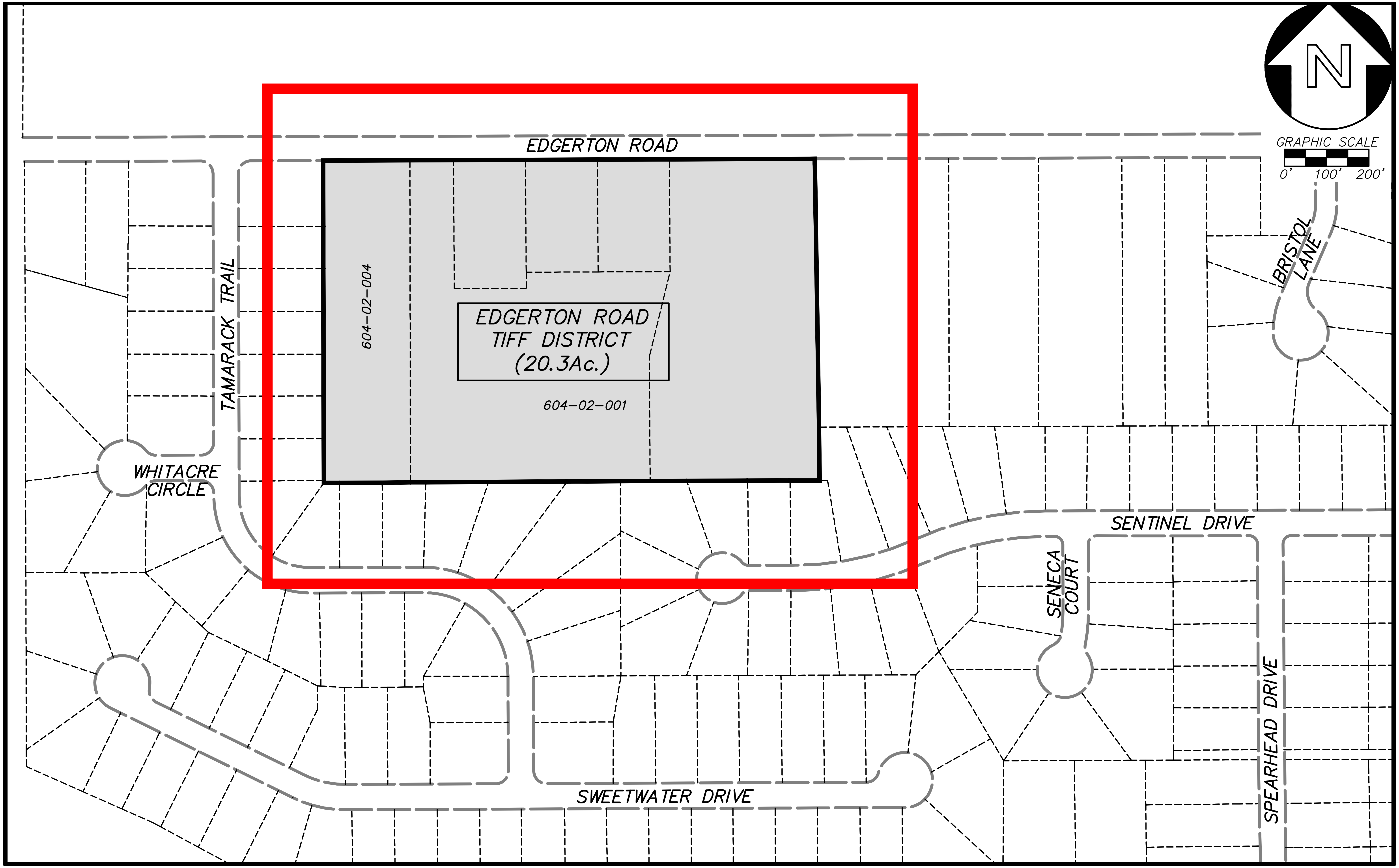
Attachment A: Current development plans for the Districts

CERTIFICATE OF CITY ENGINEER
PURSUANT TO OHIO REVISED CODE SECTION 5709.40(A)(5)(f)

The developer of the Incentive Districts shown on the attached maps intends to develop residential subdivisions with approximately 5 single-family residential units within the City in order to increase available housing options within the City. Each of the Incentive Districts shown on the attached maps is less than 300 acres in size and have a continuous boundary. The Overlay, as defined in Ohio Revised Code Section 5709.40(A)(6) and shown on the attached map, is less than 300 acres in size and are square or a rectangle having two sides that are not more than twice the length of the smaller sides. Pursuant to Ohio Revised Code Section 5709.40(A)(5)(f), I hereby certify that the public infrastructure serving the Incentive Districts shown on the attached maps is inadequate to meet the development needs of the districts as evidenced by the development plans for the districts.

____
City Engineer
City of Brecksville, Ohio

Attachment A


GRAPHIC SCALE
0'
100'
200'
N
EDGERTON ROAD
EDGERTON ROAD
TIFF DISTRICT
(20.3Ac.)
604-02-004
604-02-001
TAMARACK TRAIL
WHITACRE
CIRCLE
BRISTOL
LANE
SENTINEL DRIVE
SENECA
COURT
SPEARHEAD DRIVE
SWEETWATER DRIVE

CITY OF BRECKSVILLE, OHIO

ECONOMIC DEVELOPMENT PLAN
SNOWVILLE SOUTH SUBDIVISON
RESIDENTIAL INCENTIVE DISTRICTS

__________, 2025

The Plan

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Proposed Development

This Plan relates to a development in the City referred to as Snowville South Subdivision.

Snowville South Subdivision is a development planned to consist of single family homes. Creating a new, single family residential development will help increase property values in the area and increase housing options in the City. Sales prices for the single family homes are currently expected to range between $1,000,000 and $1,500,000 depending on product type and square footage. The property is currently undeveloped – there are no buildings or structures on the property.

The above described properties are referred to herein as the "Incentive Districts" or the "Property". The current development plans for the Property are contained in Attachment A.

Proposed Incentive Districts

The City is considering the creation of residential Tax Increment Financing (TIF) Incentive Districts (the "Incentive Districts") encompassing the proposed Snowville South Subdivision. The Incentive Districts are essential to fund the necessary infrastructure improvements for the development described below and will also create a neighborhood that will continue to grow over time and increase the City's collection of income taxes and, over time, real property taxes for the City and other taxing subdivisions.

Public Infrastructure Improvements

Payments in lieu of taxes collected from the proposed Incentive Districts will fund public infrastructure improvements necessary to support the residential development, including, without limitation, the Snowville reconstruction and widening, Snowville lowering at Dewey, Snowville Calvert Replacement, Snowville connectivity, Dewey Road improvements, Brecksville Road improvements, and Miller Road improvements, and the acquisition of all necessary rights of way.

The public infrastructure improvements will help solve existing infrastructure needs in the City and improve the capacity of infrastructure to handle the increased demand placed on it by the development of the Property, all of which will help to attract new families to the City, increase property values and support the increase of needed housing stock. The City will benefit as a whole from the creation of the Snowville South Subdivision and the development and construction of the Public Infrastructure Improvements.

Analysis and Assessment

The proposed residential developments described in this Plan will help the City to enhance the safety and functionality of the community's roadway system as well as play a vital role in the growth and preservation of the community through planned development.

The proposed residential developments will create an urgent need for infrastructure upgrades in this area of the City. The proposed Incentive Districts will assist in financing public infrastructure improvements vital to the growth and development of the Property but will also aid in attracting new families, a vital factor to the overall development of the City.

This project will allow the City to upgrade its roadway system. The proposed residential developments will provide desired housing for population growth and a strengthened tax base for the City.

Conclusion

Residential development has been an important catalyst to the City's economic development success, and the Property will serve as a catalyst for success in the economic development of the City. The residential development will provide the desired housing for the growing population, while the public infrastructure improvements will support the residential development, and provide for new economic development in the City. The proposed Incentive Districts are located in an area identified by the City for growth and development. This project will provide critical family housing and necessary supporting infrastructure as the City's population and commercial activity increases.

Attachments

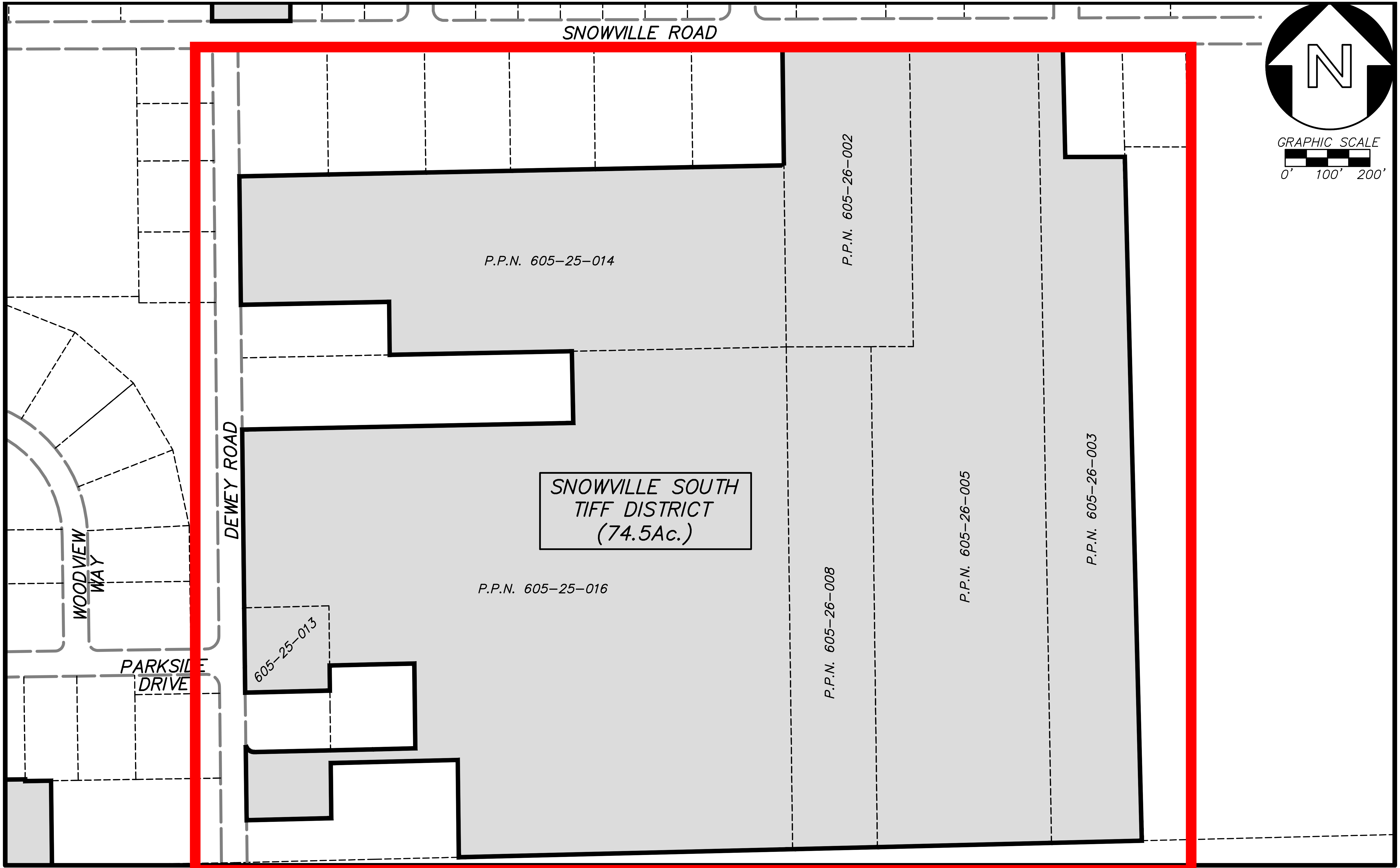
Attachment A: Current development plans for the Districts

CERTIFICATE OF CITY ENGINEER
PURSUANT TO OHIO REVISED CODE SECTION 5709.40(A)(5)(f)

The developer of the Incentive Districts shown on the attached maps intends to develop residential subdivisions with single-family residential units within the City in order to increase available housing options within the City. Each of the Incentive Districts shown on the attached maps is less than 300 acres in size and have a continuous boundary. The Overlay, as defined in Ohio Revised Code Section 5709.40(A)(6) and shown on the attached map, is less than 300 acres in size and are square or a rectangle having two sides that are not more than twice the length of the smaller sides. Pursuant to Ohio Revised Code Section 5709.40(A)(5)(f), I hereby certify that the public infrastructure serving the Incentive Districts shown on the attached maps is inadequate to meet the development needs of the districts as evidenced by the development plans for the districts.

City Engineer
City of Brecksville, Ohio

Attachment A


SNOWVILLE ROAD
GRAPHIC SCALE
0' 100' 200'
P.P.N. 605-25-014
P.P.N. 605-26-002
DEWEY ROAD
SNOWVILLE SOUTH
TIFF DISTRICT
(74.5Ac.)
P.P.N. 605-26-005
P.P.N. 605-26-003
WOODVIEW
WAY
P.P.N. 605-25-016
605-25-013
P.P.N. 605-26-008
PARKSIDE
DRIVE

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5812

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.

WHEREAS, this Council, pursuant to ORC Sections 5709.40, 5709.42 and 5709.43 (collectively, the "TIF Act"), is authorized to declare improvements to real property to be a public purpose, exempt those improvements from real property taxation, and require owners of the real property to make service payments in lieu of taxes in an amount equal to such exempted taxes and establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1) pursuant to the TIF Act to enable the City to make public infrastructure improvements that will directly benefit the Parcels; and

WHEREAS, notice of this proposed ordinance has been delivered to the Boards of Education of the Brecksville-Broadview Heights City School District (the "BBH School District") and the Cuyahoga Valley Career Center (the "CVCC" and collectively with the BBH School District, the "School Districts") in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83; and

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

SECTION 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A attached hereto (as currently or subsequently configured, the "Parcels", with each individual parcel a "Parcel").

SECTION 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B attached to this Ordinance (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit or serve, or that once made will directly benefit or serve, the Parcels.

SECTION 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "Improvement" as defined in ORC 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on a parcel-by-parcel basis for each Parcel on the date an Improvement first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending for each Parcel on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act (separate 30 year exemption periods for each Parcel). The exemption granted by this Section 3 is subordinate to any exemptions granted pursuant to ORC 3735.65 et. seq. (CRA abatements) or ORC 5709.61 et. seq. (Enterprise Zone abatements).

SECTION 4. Service Payments and Property Tax Rollback Payments. Pursuant to ORC Section 5709.42, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the Cuyahoga County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the "Service Payments"), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this Ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 6 of this Ordinance.

SECTION 5. TIF Fund. This Council hereby establishes the Downtown Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to the TIF Act shall be used solely for the purposes authorized in the TIF Act and this Ordinance (as it may be amended or supplemented). The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

SECTION 6. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and the Property Tax Rollback Payments as follows: (i) first to the BBH School District and the CVCC, each an amount equal to the amount the respective school district would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to the parcels located within the school districts if the Improvement had not been exempt from taxation pursuant to this Ordinance, and (ii) second, to the City for deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements. The distribution from the County Treasurer to the City required under this Section is requested to be made at the same time and in the same manner as real property tax distributions. The City shall make all distributions requested under clause (i) of this Section to the extent not made by the County Treasurer.

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the Director of Finance, the Director of Law, the Clerk of Council, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Department of Development and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the Director of Finance, the Director of Law, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

SECTION 8: Compliance with Open Meeting Requirements. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including RC Section 121.22.

SECTION 9: Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION 10: Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to increase Service Payments available to the City to support public infrastructure projects; therefore, this 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: ________________, 2025 First Reading: __________________

Second Reading: ________________

APPROVED: _________________, 2025 Third Reading: _________________

_____________________________________ MAYOR

___________________________________ CLERK OF COUNCIL

EXHIBIT A

IDENTIFICATION AND MAP OF THE PARCELS

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. ______5812________

The area shaded in the attached map identifies the Parcels.

The parcel numbers on the map are included for informational purposes only.

[ATTACH MAP WITH PARCEL NUMBERS]

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any "public infrastructure improvement" defined under ORC 5709.40(A)(8) and that directly benefits the Parcels and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways**. Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.

- **Water/Sewer**. Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, including, but not limited to those associated with improvements described in "Roadways" above.

- **Environmental/Health**. Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.

- **Utilities**. Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in "Roadways" above.

- **Stormwater**. Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

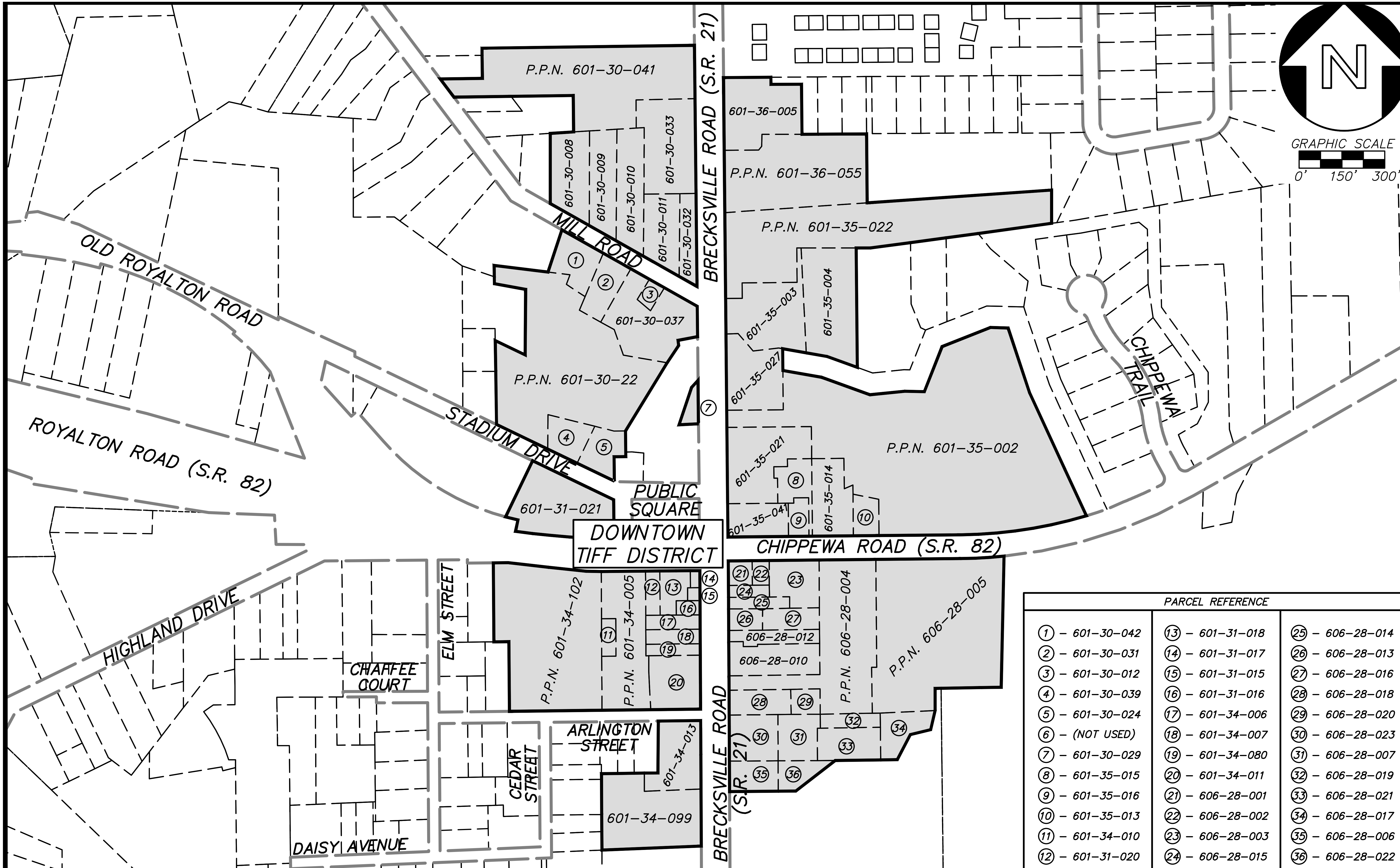
- **Demolition**. Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.

- **Parks**. Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.

- **Streetscape/Landscape**. Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above.

- **Real Estate**. Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.

- **Professional Services**. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.



PARCEL REFERENCE		
1 - 601-30-042	13 - 601-31-018	25 - 606-28-014
2 - 601-30-031	14 - 601-31-017	26 - 606-28-013
3 - 601-30-012	15 - 601-31-015	27 - 606-28-016
4 - 601-30-039	16 - 601-31-016	28 - 606-28-018
5 - 601-30-024	17 - 601-34-006	29 - 606-28-020
6 - (NOT USED)	18 - 601-34-007	30 - 606-28-023
7 - 601-30-029	19 - 601-34-080	31 - 606-28-007
8 - 601-35-015	20 - 601-34-011	32 - 606-28-019
9 - 601-35-016	21 - 606-28-001	33 - 606-28-021
10 - 601-35-013	22 - 606-28-002	34 - 606-28-017
11 - 601-34-010	23 - 606-28-003	35 - 606-28-006
12 - 601-31-020	24 - 606-28-015	36 - 606-28-022

CITY OF BRECKSVILLE, OHIO
ECONOMIC DEVELOPMENT PLAN
SNOWVILLE NORTH SUBDIVISON
RESIDENTIAL INCENTIVE DISTRICTS

__________, 2025

The Plan

The purpose of this Economic Development Plan (this "Plan") is to satisfy the requirement of Section 5709.40(A)(5)(f) of the Ohio Revised Code, which requires that an economic development plan evidence that the public infrastructure serving proposed residential tax increment financing incentive districts is inadequate to meet the development needs of the districts. This Plan has been developed to continue the efficient and effective development of the City of Brecksville, Ohio (the "City").

Proposed Development

This Plan relates to a development in the City referred to as Snowville North Subdivision.

Snowville North Subdivision is a development planned to consisting of single family homes. Creating a new, single family residential development will help increase property values in the area and increase housing options in the City. Sales prices for the single family homes are currently expected to range between $1,000,000 and $1,500,000 depending on product type and square footage. The property is currently undeveloped – there are no buildings or structures on the property.

The above described properties are referred to herein as the "Incentive Districts" or the "Property". The current development plans for the Property are contained in Attachment A.

Proposed Incentive Districts

The City is considering the creation of residential Tax Increment Financing (TIF) Incentive Districts (the "Incentive Districts") encompassing the proposed Snowville North Subdivision. The Incentive Districts are essential to fund the necessary infrastructure improvements for the development described below and will also create a neighborhood that will continue to grow over time and increase the City's collection of income taxes and, over time, real property taxes for the City and other taxing subdivisions.

Public Infrastructure Improvements

Payments in lieu of taxes collected from the proposed Incentive Districts will fund public infrastructure improvements necessary to support the residential development, including, without limitation, the Snowville reconstruction and widening, Snowville lowering at Dewey, Snowville Calvert Replacement, Snowville connectivity, Dewey Road improvements, Brecksville Road improvements, and Miller Road improvements, and the acquisition of all necessary rights of way.

The public infrastructure improvements will help solve existing infrastructure needs in the City and improve the capacity of infrastructure to handle the increased demand placed on it by the development of the Property, all of which will help to attract new families to the City, increase property values and support the increase of needed housing stock. The City will benefit as a whole from the creation of the Snowville North Subdivision and the development and construction of the Public Infrastructure Improvements.

Analysis and Assessment

The proposed residential developments described in this Plan will help the City to enhance the safety and functionality of the community's roadway system as well as play a vital role in the growth and preservation of the community through planned development.

The proposed residential developments will create an urgent need for infrastructure upgrades in this area of the City. The proposed Incentive Districts will assist in financing public infrastructure improvements vital to the growth and development of the Property but will also aid in attracting new families, a vital factor to the overall development of the City.

This project will allow the City to upgrade its roadway system. The proposed residential developments will provide desired housing for population growth and a strengthened tax base for the City.

Conclusion

Residential development has been an important catalyst to the City's economic development success, and the Property will serve as a catalyst for success in the economic development of the City. The residential development will provide the desired housing for the growing population, while the public infrastructure improvements will support the residential development, and provide for new economic development in the City. The proposed Incentive Districts are located in an area identified by the City for growth and development. This project will provide critical family housing and necessary supporting infrastructure as the City's population and commercial activity increases.

Attachments

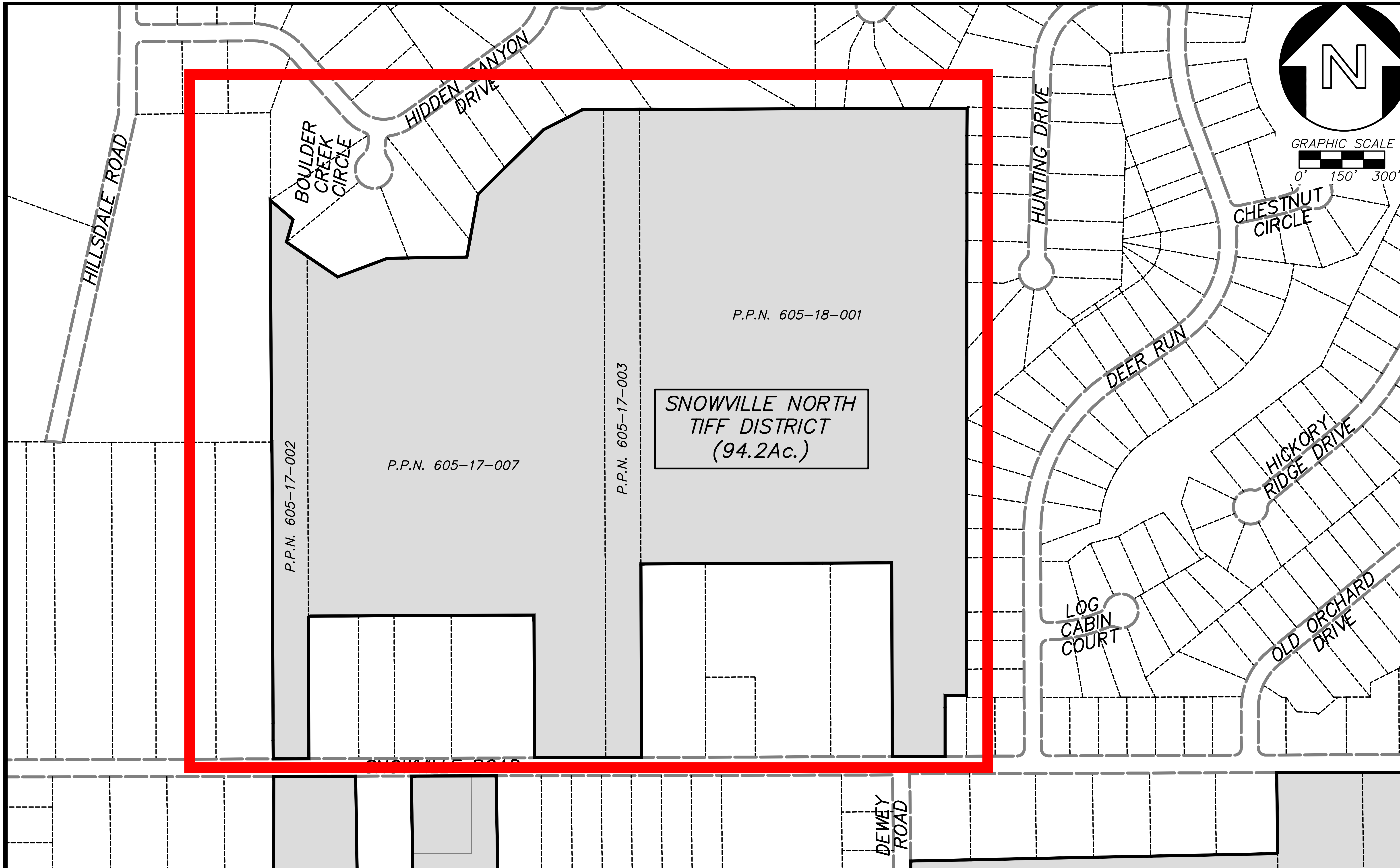
Attachment A: Current development plans for the Districts

CERTIFICATE OF CITY ENGINEER
PURSUANT TO OHIO REVISED CODE SECTION 5709.40(A)(5)(f)

The developer of the Incentive Districts shown on the attached maps intends to develop residential subdivisions with single-family residential units within the City in order to increase available housing options within the City. Each of the Incentive Districts shown on the attached maps is less than 300 acres in size and have a continuous boundary. The Overlay, as defined in Ohio Revised Code Section 5709.40(A)(6) and shown on the attached map, is less than 300 acres in size and are square or a rectangle having two sides that are not more than twice the length of the smaller sides. Pursuant to Ohio Revised Code Section 5709.40(A)(5)(f), I hereby certify that the public infrastructure serving the Incentive Districts shown on the attached maps is inadequate to meet the development needs of the districts as evidenced by the development plans for the districts.

____
City Engineer
City of Brecksville, Ohio

Attachment A


SNOWVILLE NORTH
TIFF DISTRICT
(94.2Ac.)
P.P.N. 605-18-001
P.P.N. 605-17-007
P.P.N. 605-17-002
P.P.N. 605-17-003
HILLSDALE ROAD
BOULDER CREEK CIRCLE
HIDDEN CANYON DRIVE
HUNTING DRIVE
CHESTNUT CIRCLE
DEER RUN
HICKORY RIDGE DRIVE
LOG CABIN COURT
OLD ORCHARD DRIVE
DEWEY ROAD
GRAPHIC SCALE
0'
150'
300'
N

5727

A RESOLUTION APPOINTING STEPHEN J. ZAWACKI AS A PART-TIME FIREFIGHTER/PARAMEDIC IN THE CITY OF BRECKSVILLE FIRE DEPARTMENT; 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. Upon the recommendation of the Director of Public Safety, Stephen J. Zawacki be and he is hereby appointed to the position of part-time, Firefighter/Paramedic for the Fire Department of the City of Brecksville, commencing on or after the effective date of this Resolution.

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

PASSED: December 2, 2025

APPROVED: December 2, 2025

______________________________ MAYOR

______________________________ CLERK OF COUNCIL

RESOLUTION RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. _____5730_________

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A 2026 TEMPORARY GENERAL LABOR STAFFING SERVICES AGREEMENT WITH SAFE STAFFING OF OHIO AS A SUPPLEMENTARY SOURCE FOR TEMPORARY GENERAL LABOR STAFFING FOR THE BRECKSVILLE SERVICE DEPARTMENT FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2026; 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 Mayor be, and hereby is, authorized to enter into a 2026 Temporary General Labor Staffing Services Agreement with Safe Staffing of Ohio as a supplementary source for temporary general labor staffing for the Brecksville Service Department from January 1, 2026 through December 31, 2026 with the option to renew for a second year at the same hourly mark-up of thirty percent (30%), a copy of which agreement is attached hereto as Exhibit "A."

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the necessity to provide a supplementary source for temporary staffing for the Service Department, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: December 2, 2025

APPROVED: December 2, 2025

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"

2026 TEMPORARY GENERAL LABOR STAFFING SERVICES
AGREEMENT NO. 25-_____

AGREEMENT AND RELEASE OF LIABILITY

This AGREEMENT and Release of Liability ("AGREEMENT") is made and entered this _______ day of ______________, 2025 by and between the CITY OF BRECKSVILLE ("CITY") and ___SAFE STAFFING OF OHIO___ ("CONTRACTOR"), together ("PARTIES").

WHEREAS, The Council of the City of Brecksville, pursuant to ORDINANCE NO. _______, attached hereto as EXHIBIT A, adopted on the _____ day of ________________, 2025, authorized the Mayor to enter into a contract, after requesting proposals for the following:

"TEMPORARY GENERAL LABOR STAFFING SERVICES FOR BRECKSVILLE SERVICE DEPARTMENT"

WHEREAS, the CONTRACTOR has submitted their proposal therefore, which proposal is attached hereto and made a part hereof and marked as "EXHIBIT B;"

NOW THEREFORE, PARTIES hereby agree to abide by and be bound by the following Terms and Conditions with respect to the provision of "TEMPORARY GENERAL LABOR STAFFING SERVICES FOR BRECKSVILLE SERVICE DEPARTMENT", as described in "EXHIBIT B", from CONTRACTOR during the term of the AGREEMENT.

1. **SERVICES**: The CONTRACTOR shall furnish the services above described to the CITY in accordance with its proposal and the specifications (attached hereto and made a part hereof and marked as "EXHIBIT C") of the CITY.

2. **TERMINATION**: Termination by the City for Cause: If Contractor defaults or fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, The City, after seven (7) days written notice to Contractor and without prejudice to any other remedy The City may have, terminate the Agreement for cause.

Termination by the City for Convenience: The Agreement may be terminated by The City for convenience and without cause upon fourteen (14) days' written notice to Contractor. Contractor shall not be entitled to recover overhead, profit or other damages on the Work not executed, nor any consequential or punitive damages, including any and all claims for which the Contractor hereby waives in the event of The City's termination of the Agreement for convenience.

3. **BACKGROUND CHECKS & DRUG TESTING**: CONTRACTOR provides guarantee that all laborers will be administered criminal background checks and drug testing as specified, and only laborers that have passed these screenings will be assigned to the CITY.

4. **CHARACTER OF WORKERS**: The City reserves the right in its sole discretion and with or without cause to order the removal and replacement of any employee whose conduct is deemed unsatisfactory, disruptive, unsafe, or inconsistent with the terms of this contract or the policies of the City of Brecksville.

Compliance with Laws and Policies: All workers must comply with applicable federal, state, and local laws, including but not limited to safety, labor, and immigration laws. Workers must also adhere to all site-specific rules, safety regulations, and policies established by the City.

Prohibited Conduct: The following conduct is strictly prohibited and will result in immediate removal from the site: suspected use or possession of alcohol, illegal drugs, weapons, or firearms; threatening, abusive, or offensive language and/or behavior; theft, vandalism, or destruction of property; harassment or discrimination of any kind; willful disregard of safety protocols or instructions

5. **PAYMENT TERMS**: CITY will pay CONTRACTOR the fees and any other amounts invoiced under the AGREEMENT. Unless otherwise specified in the AGREEMENT, CITY will pay all amounts within 30 days of invoice. Any repairs to damaged structures not specified in advance to CONTRACTOR by the CITY will be billed back to the CITY. Payments shall be made by check.

6. **FEE FOR SERVICES**: CITY agrees to pay the CONTRACTOR in the sum of an Hourly Bill Rate of $_23.40_/Hour, based on an Hourly Pay Rate of $_18.00_/Hour for Rubbish/Recycle/Leaf Collection Staffing as listed on attached EXHIBIT A, in full consideration of the proposal price therefore in the following manner: Temporary General Labor Staffing will be scheduled by the Brecksville Service Department as needed and may be invoiced after performance of work.

7. **TERM:** CONTRACTOR agrees that the services and labor contracted for herein shall be delivered from January 1, 2026 through December 31, 2026 with the option for the CITY to renew for a second year at the same hourly mark-up of _30_%.

8. **PROPOSAL DOCUMENTS:** The specifications and any other document or information upon which proposals were made shall be considered a part of the AGREEMENT as though fully rewritten at length herein.

9. **INDEMNITY**: CONTRACTOR hereby indemnifies and agrees to defend CITY, its elected and appointed officials, officers, employees, or volunteers, from any and all manner of actions, causes of actions, suits, debts, claims, demands, liabilities, loss, expenses or damage arising out of the ordering, renting, use, condition, or operation of the equipment and provision of services described in EXHIBITS A, B and C, including liability for death, injury to persons, or damage to property.

CONTRACTOR further releases and waives any and all claims and causes of action including but not limited to actions based on negligence which may arise against CITY, its elected and appointed officials, officers, employees, or volunteers, as a result of any injury to CONTRACTOR's employees or damages to CONTRACTOR's property or as a result of any injury to any third party or damages to the property of any such third party resulting from this AGREEMENT.

Neither CONTRACTOR nor CITY shall be liable for any failure or delay in performing its obligations under this AGREEMENT if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes or shortages of transportation, facilities, fuel, energy, labor, or materials.

10. **INSURANCE REQUIRED**: CONTRACTOR agrees to provide a certificate of insurance to the CITY, indicating general liability insurance coverage of not less than Two Million Dollars ($2,000,000) per occurrence, with a certificate of liability naming the CITY as an Additional Insured, which certificate is attached hereto as "EXHIBIT B" and made a part hereof.

11. **ASSIGNABILITY**: The Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of this agreement, or any interest or obligation herein, in whole or in part, without the prior written consent of the City, which may be granted or withheld at the City's sole discretion. Any attempted assignment or transfer without such prior written consent shall be null and void and shall constitute a material breach of this agreement.

Consent by the City to any one assignment shall not constitute consent to any subsequent assignment. The City may assign or transfer this agreement, in whole or in part, at its sole discretion and without consent of the Contractor.

12. **GOVERNING LAW**. The AGREEMENT will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Ohio, without regard to any conflict of law provisions.

Each PARTY hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Cuyahoga County, Ohio, in connection with any action related to the AGREEMENT.

(SIGNATURES ON FOLLOWING PAGE)

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

IN THE PRESENCE OF:

____

CITY:

City of Brecksville, Ohio

By ________________________________

Daryl J. Kingston, Mayor

CONTRACTOR:

____

____

Company

____

Print Name Title

____

Signature

APPROVED AS TO FORM AND LEGALITY:

____

David J. Matty, Director of Law

City of Brecksville

CERTIFICATE OF FUNDING

2026 TEMPORARY GENERAL LABOR STAFFING SERVICES FOR BRECKSVILLE SERVICE DEPARTMENT

The undersigned officer of the City of Brecksville, Ohio hereby certifies that the amount of money required to meet the foregoing Contract has been lawfully appropriated for that purpose and is in the Treasury of the City to the credit of the proper fund, free from any encumbrances.

____

Laura Starosta, Director of Finance
City of Brecksville, Ohio

Date: __________________________________

EXHIBITS LIST

EXHIBIT ONE – ORDINANCE NO. ______

EXHIBIT TWO – SAFE STAFFING OF OHIO PROPOSAL

EXHIBIT THREE – REQUEST FOR PROPOSAL/SPECIFICATIONS

EXHIBIT A
ORDINANCE NO. ______
AGREEMENT NO. 25-______

EXHIBIT B
SAFE STAFFING OF OHIO PROPOSAL

AGREEMENT NO. 25-______

PROPOSAL FORM

Company Name: SAFE STAFFING OF OHIO

(Minimum Wage Rate for 2026 is $11.00/hour)

City of Brecksville Positions & Hourly Pay Rates for 2026: ***(please provide your mark-up and calculate Bill Rate)***

Rubbish Collection, Recycle Collection, Leaf Collection and General Activity:

Hourly Pay Rate: $18.00 Hourly Mark-Up %: 30 Hourly Bill Rate: $ 23.40

Would you honor a **second year renewal option** at the same hourly mark-ups in 2027? X Yes ____ No

Hourly Bill Rate To Include:
(Please provide statement confirming the hourly charge will be inclusive of all taxes, fees, applicable deductions, workers' compensation and W-2 reporting.)
ALL COMPENSATION TO THE EMPLOYEE, WITHHOLDING, AND WORKMEN'S COMPENSATION. WE ARE THE W-2 EMPLOYEE OF RECORD.

Hourly Bill Rate is Valid for the Period of 1/1/26 – 12/31/26: X Yes ____ No

Criminal background checks and drug testing to be administered as specified, and only laborers that have passed these screenings will be assigned to the CITY : X Yes ____ No

What type of Background Check is performed as your standard procedure?: CRIMCHECK

In addition to the background check that you regularly perform (listed above), what other types of background checks do you offer, and what are the additional charges, if any?
NO CHARGE FOR BACKGROUND CHECKS TO THE CITY OF BRECKSVILLE.

Background Check Data Kept on File at Bidder Location? X Yes ______ No ______________

Is drug testing part of your standard pre-screening process, or is this an additional charge to your clients?

X Yes ___No: If yes, please provide list of drugs included in your test: MARIJUANA, COCAINE, METHAMPHETAMINE, OPIATES, AMPHETAMINE

EXCEPTIONS

List here any and all exceptions to specifications upon which your bid is based. If there are no exceptions listed here, your bid will be considered to be in complete accordance with specifications.

Company Name: SAFE STAFFING OF OHIO

REFERENCES

List references for similar contract work completed during the last three years. Include name and phone number of a contact person for each reference listed.

Name: CITY OF KENT

Address: 930 OVERHOLT RD. KENT, OH 44240

Phone: (330) 678-8105

Contact Name: BRAD McKAY

Name: CITY OF TALLMADGE

Address: 210 OSCEOLA AVE TALLMADGE, OH 44278

Phone: (330) 633-5130

Contact Name: MIKE WEIGAND

Name: CITY OF WESTLAKE

Address: 27700 HILLIARD BLVD. WESTLAKE, OH 4414[illegible]

Phone: (440) 617-4289

Contact Name: LARRY SURBER

Company Name: SAFE STAFFING OF OHIO

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Relation Insurance Services Select, Inc.
25800 North Depot Street
Suite 200
Olmsted Falls OH 44138

CONTACT NAME: Kathy Leathers
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: Kathy.Leathers@relationinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Nationwide Insurance Company of Florida	10948
INSURER B :	Nationwide Mutual Insurance Company	23787
INSURER C :	United States Liability Insurance Company	^28595
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Safe Staffing Of Ohio
PO Box 39659
North Ridgeville OH 44039-0659

COVERAGES **CERTIFICATE NUMBER:** CL2512896470 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC; OTHER:	Y		ACPBP013088074183	01/29/2025	01/29/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY; [ ] ANY AUTO; [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS; [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ACPBP013088074183	01/29/2025	01/29/2026	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [ ] OCCUR; [ ] EXCESS LIAB [ ] CLAIMS-MADE; DED [ ] RETENTION $			ACPCU013088074183	01/29/2025	01/29/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ACPBP013088074183	01/29/2025	01/29/2026	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C				EPL1557176I	01/29/2024	01/29/2025		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured ATIMA as respects the General Liability policy, where required by written contract.

CERTIFICATE HOLDER

City of Brecksville
9069 Brecksville Rd
Brecksville OH 44141

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

Ohio Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01574521

SAFE STAFFING OF OHIO
PO BOX 39659
N RIDGEVILLE OH 44039-0659

Period Specified Below
07/01/2025 to 07/01/2026

www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

DP-29 BWC-1629 (Rev. Jan. 10, 2019)

TO BE EXECUTED WITH SELECTED VENDOR/S

VENDOR AGREEMENT
AND RELEASE OF LIABILITY

This VENDOR AGREEMENT and Release of Liability ("AGREEMENT") is made and entered this _______ day of ______________, 2025 by and between the CITY OF BRECKSVILLE ("CITY") and ____________________________________ ("VENDOR"), together ("PARTIES").

WHEREAS, The Council of the City of Brecksville, pursuant to ORDINANCE NO. _______, adopted on the _____ day of ________________, 2025, authorized the Mayor to enter into a contract, after requesting proposals for the following:

"TEMPORARY GENERAL LABOR STAFFING SERVICES FOR BRECKSVILLE SERVICE DEPARTMENT"

WHEREAS, the VENDOR has submitted their proposal therefore, which proposal is attached hereto and made a part hereof and marked as "EXHIBIT A;"

NOW THEREFORE, PARTIES hereby agree to abide by and be bound by the following Terms and Conditions with respect to the provision of "TEMPORARY GENERAL LABOR STAFFING SERVICES FOR BRECKSVILLE SERVICE DEPARTMENT", as described in "EXHIBIT A", from VENDOR during the term of the AGREEMENT.

1. **SERVICES**: The VENDOR shall furnish the services above described to the CITY in accordance with its proposal and the specifications of the CITY.

2. **TERMINATION**: The CITY or the VENDOR may terminate the resulting contract at any time by either party giving thirty days written notice to the other party of the intention to terminate the contract.

3. **BACKGROUND CHECKS & DRUG TESTING**: VENDOR provides guarantee that all laborers will be administered criminal background checks and drug testing as specified, and only laborers that have passed these screenings will be assigned to the CITY.

4. **PAYMENT TERMS**: CITY will pay VENDOR the fees and any other amounts invoiced under the AGREEMENT. Unless otherwise specified in the AGREEMENT, CITY will pay all amounts within 30 days of invoice. Any repairs to damaged structures not specified in advance to VENDOR by the CITY will be billed back to the CITY. Payments shall be made by check.

5. **FEE FOR SERVICES**: CITY agrees to pay the VENDOR in the sum of an Hourly Bill Rate of $_______/Hour, based on an Hourly Pay Rate of $______/Hour for Rubbish/Recycle/Leaf Collection Staffing as listed on attached EXHIBIT A, in full consideration of the proposal price therefore in the following manner: *Temporary General Labor Staffing will be scheduled by the Brecksville Service Department as needed and may be* invoiced after performance of work.

6. **TERM:** VENDOR agrees that the services and labor contracted for herein shall be delivered from January 1, 2026 through December 31, 2026 with the option for the CITY to renew for a second year at the same hourly mark-up of ____%.

7. **INCORPORATION BY REFERENCE:** All documents, specifications, and materials related to the solicitation and award of this contract are hereby incorporated by reference and made a part of this contract as if fully set forth herein. Such documents include but are not limited to:

- The invitation to Bid or Request for Proposals;
- The Contractor's submitted bid or proposal and any clarifications;
- The Bid or Proposal Specifications, Technical Specifications, and Scope of Work;
- Any Addenda or written interpretations issued prior to contract execution; and
- Any other documents referenced in the solicitation or award notice.

8. **INDEMNITY**: VENDOR hereby indemnifies and agrees to defend CITY, its elected and appointed officials, officers, employees, or volunteers, from any and all manner of actions, causes of actions, suits, debts, claims, demands, liabilities, loss, expenses or damage arising out of the ordering, renting, use, condition, or operation of the equipment and provision of SERVICES described in EXHIBIT A, including liability for death, injury to persons, or damage to property.

VENDOR further releases and waives any and all claims and causes of action including but not limited to actions based on negligence which may arise against CITY, its elected and appointed officials, officers, employees, or volunteers, as a result of any injury to VENDOR's employees or damages to VENDOR's property or as a result of any injury to any third PARTY or damages to the property of any such third PARTY resulting from this AGREEMENT.

Neither VENDOR nor CITY shall be liable for any failure or delay in performing its obligations under this AGREEMENT if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes or shortages of transportation, facilities, fuel, energy, labor, or materials.

9. **INSURANCE REQUIRED**: VENDOR agrees to provide a certificate of insurance to the CITY, indicating general liability insurance coverage of not less than Two Million Dollars ($2,000,000) per occurrence, with a

certificate of liability naming the CITY as an Additional Insured, which certificate is attached hereto as "EXHIBIT B" and made a part hereof.

10. **ASSIGNABILITY**: CITY may not assign its right, duties, or obligations under the AGREEMENT without VENDOR's prior written consent, which may be withheld in VENDOR's sole discretion.

11. **GOVERNING LAW**. The AGREEMENT will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Ohio, without regard to any conflict of law provisions. Each PARTY hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Cuyahoga County, Ohio, in connection with any action related to the AGREEMENT.

VENDOR:

____

____

Date

CITY:

____

____

Date

CONTRACTOR INFORMATION

Company Name: SAFE STAFFING OF OHIO

Address: 5202 NORTHFIELD RD.
MAPLE HEIGHTS, OH 44137

Web Site: WWW.SAFESTAFFINGOHIO.COM

Contact Name: MICHAEL ARMOUR

Title: VICE PRESIDENT

Office Phone: (330) 662-4747 Cell Phone: (330) 472-3813

E-Mail: MIKE.ARMOUR@SAFESTAFFINGOHIO.COM

Authorized Signature: Michael D. Armour

MICHAEL D. ARMOUR
(Please type or print name)

Title: VICE PRESIDENT

Exceptions Noted: ____ Yes X No

Date of Proposal Submission: 10/31/25

EXHIBIT C
REQUEST FOR PROPOSAL/SPECIFICATIONS

AGREEMENT NO. 25-______

REQUEST FOR PROPOSAL
VERSION 2 – UPDATED & DISTRIBUTED 10/31/25

TEMPORARY GENERAL LABOR STAFFING SERVICES FOR BRECKSVILLE SERVICE DEPARTMENT

CITY OF BRECKSVILLE
9069 BRECKSVILLE ROAD
BRECKSVILLE, OHIO 44141

SUBMISSIONS DUE BY:
4:30 PM
November 14, 2025

INSTRUCTIONS

Proposal submissions will be received by the Director of Purchasing of the City of Brecksville ("City") in the Purchasing Department office at 9069 Brecksville Road, Brecksville, Ohio, 44141, until 4:30 PM on Friday, November 14, 2025, for Temporary General Labor Staffing Services for the Brecksville Service Department in 2026, with the option to renew for 2027. Proposals can be submitted via email to Monica Bartkiewicz, Director of Purchasing, at mbartkiewicz@brecksville.oh.us or delivered to Brecksville City Hall at 9069 Brecksville Road, Brecksville, Ohio 44141. Exceptions to the City's specifications must be fully detailed on the enclosed Exception Sheet, and submitted with the proposal; if none, the Contractor shall state such on the Exception Sheet and submit with the proposal.

Each proposal must contain the full name and address of each person or company interested herein. The firm, corporation or individual name of the Contractor must be signed by an authorized official. In the case of a corporation, the person signing must be authorized by the corporation to do so, and must indicate his title. In the case of a partnership, at least one of the managing partners must sign, and such person shall indicate that he is a member of the firm. In the case of an individual operating under a trade name, such individual shall sign the proposal and shall indicate the name under which the business is conducted.

The City of Brecksville is exempt from Ohio Sales Tax and Federal Excise Tax. All prices shall be exclusive of all such taxes.

Before a proposal is accepted and agreement awarded, the City may request that the Contractor furnish evidence satisfactory to the City that it has the necessary equipment, ability and financial resources to fulfill the conditions of the contract and specifications.

The successful Contractor(s) shall not assign, transfer, convey or sublet or otherwise dispose of said agreement, or their right, title or interest in or to same, or any part thereof, without previous consent in writing from the City, endorsed on or attached to, the agreement. The City reserves the right to enter into agreement with, and procure the services from, multiple sources that have submitted valid proposals in this process. The City or the successful Contractor(s) may terminate the resulting agreement at any time by either party giving Thirty (30) days written notice to the other party of the intention to terminate the agreement.

The successful Contractor(s) that enter into the agreement, included herein, with the City will take sole responsibility for Workers' Compensation claims if a temporary worker is injured while working for the City.

By submitting a proposal, each Contractor participating in the RFP process is ensuring that they are an Equal Opportunity Employer, and that their employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin. By signing an agreement with the City, the successful Contractor(s) guarantee that they comply with the above provision, and all other applicable state and federal laws regarding public contract work.

The successful Contractor(s) shall indemnify and agree to defend City, its elected and appointed officials, officers, employees, or volunteers, from any and all manner of actions, causes of actions, suits, debts, claims, demands, liabilities, loss, expenses or damage arising out of the provision of services described in herein, including liability for death, injury to persons, or damage to property. The successful Contractor(s) agree to further releases and waives any and all claims and causes of action including but not limited to actions based on negligence which may arise against CITY, its elected and appointed officials, officers, employees, or volunteers, as a result of any injury to the successful Contractor(s) employees or damages to property or as a result of any injury to any third party or damages to the property of any such third party. Neither the City or successful Contractor(s) shall be liable for any failure or delay in performing its obligations if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes or shortages of transportation, facilities, fuel, energy, labor, or materials.

The successful Contractor(s) agree to provide a certificate of insurance to the City, indicating general liability insurance coverage of not less than Two Million Dollars ($2,000,000) per occurrence, with a certificate of liability naming the City as an Additional Insured, which certificate is attached to the agreement.

The Council of the City of Brecksville reserves the right to accept or reject any or all proposals, or any portion thereof, and to waive any informalities or irregularities in the proposals received and to accept any proposal which it deems favorable.

SPECIFICATIONS

In preparation of the City's needs for Temporary General Labor Staffing in our Service Department for the 2026 calendar year, we are accepting proposals for the following:

Fee For Services
The Contractor shall provide an hourly Bill Rate for temporary general labor workers.

The City has designated $18/hr as the amount to be paid to the laborers, and Contractors must submit their mark-up and resulting amount to be billed to the City for those services.

The Contractors must include a statement confirming the hourly charge will be inclusive of all taxes, fees, applicable deductions, workers' compensation and W-2 reporting.

The Contractors must state the duration of the fixed hourly charge.

Written confirmation will be required stating that background checks for all laborers are kept on file at the successful Contractor(s) location. The standard BCI&I State background check is acceptable.

The Contractor will confirm whether or not a drug test is required during their pre-screening processes.

City projects will include a wide variety of general labor activities, and any necessary training for operating assigned equipment will be provided on site. These activities will include, but are not limited to Rubbish Collection, Recycle Collection and Leaf Collection services.

Physical Demands
Workers are expected to be in good physical health, able to lift up to Fifty (50) lbs repetitively throughout the day, walking or standing for extended periods of time; bending, squatting, twisting or kneeling; able to work in direct sunlight for more than Twenty (20) minutes per day.

Working Environment
Work is typically performed outside. In an outdoor environment, the temperature may exceed Seventy-Five (75) degrees or be below Thirty-Two (32) degrees. The noise level can be moderate to loud; work near moving mechanical parts in precarious locations; work in areas of traffic; frequently exposed to wet and/or humid conditions.

Workers may leave City premises during lunch, however, workers must remain on the job site and/or at the Service Department during the Two (2) Fifteen (15) minute breaks that occur during the work day.

There is no smoking permitted in City buildings, and in City vehicles.

Workers must not wear earbuds/headphones at times other than work breaks.

Personal Protective Equipment
The City will provide workers with a safety vest, eye protection and hearing protection, if necessary. However, workers are expected to wear long pants, work boots and the appropriate gear for cold and/or rain, depending on the weather. Workers must bring their own gloves as these are not provided by the City.

Contract Term and Worker Hours
The period of contract will be from January 1, 2026 through December 31, 2026, with the option for the City to renew for a second year at the same hourly mark-up rate. Workers will be needed on a temporary and seasonal basis. Based on the varying project needs, 2-10 workers could be needed per day. The City does not guarantee a specific number of days or laborers that will be needed during the annual contract period. The hours of operation are 7:30 PM to 4:00 PM. A typical day for a laborer is 7-1/2 hours, but all laborers work at the discretion of the City. Laborers receive a half hour unpaid lunch.

Any and all exceptions to these specifications must be noted on the enclosed "Exception Sheet." The proposal price is considered to be the charge for all services provided during the contract period. If any services are to be billed at an extra cost, they must be detailed on the enclosed Exception Sheet. If no such additional prices are listed on the Exception Sheet, no additional charges shall be paid by the City during the contract period.

CONTRACTOR INFORMATION

Company Name: ____

Address: ____

____

Web Site: ____

Contact Name: ____

Title: ____

Office Phone: ____________________________ Cell Phone:__________________________

E-Mail: ____

Authorized Signature: ____

____
(Please type or print name)

Title: ____

Exceptions Noted: _____ Yes _____No

Date of Proposal Submission: ___________________________

PROPOSAL FORM

Company Name:____

(Minimum Wage Rate for 2026 is $11.00/hour)

City of Brecksville Positions & Hourly Pay Rates for 2026: ***(please provide your mark-up and calculate Bill Rate)***

Rubbish Collection, Recycle Collection, Leaf Collection and General Activity:

Hourly Pay Rate: $18.00 Hourly Mark-Up %:________ Hourly Bill Rate: $_____________

Would you honor a **second year renewal option** at the same hourly mark-ups in 2027? ______Yes _____No

Hourly Bill Rate To Include:
(Please provide statement confirming the hourly charge will be inclusive of all taxes, fees, applicable deductions, workers' compensation and W-2 reporting.)

____

____

____

Hourly Bill Rate is Valid for the Period of 1/1/26 to 12/31/26:_____Yes _____No

Criminal background checks and drug testing to be administered as specified, and only laborers that have passed these screenings will be assigned to the CITY : ______Yes _____No

What type of Background Check is performed as your standard procedure?:_________________________

____

In addition to the background check that you regularly perform (listed above), what other types of background checks do you offer, and what are the additional charges, if any?

____

____

____

Background Check Data Kept on File at Contractor Location? _______Yes _______No _________________

Is drug testing part of your standard pre-screening process, or is this an additional charge to your clients?

____Yes ____No: If yes, please provide list of drugs included in your test:_________________________

____

____

EXCEPTIONS

List here any and all exceptions to specifications upon which your bid is based. If there are no exceptions listed here, your bid will be considered to be in complete accordance with specifications.

____

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Contractor Name: ___________________________

REFERENCES

List references for similar contract work completed during the last Three (3) years. Include name and phone number of a contact person for each reference listed.

Name: ____________________

Address: ____________________

Phone: ____________________

Contact Name: ____________________

Name: ____________________

Address: ____________________

Phone: ____________________

Contact Name: ____________________

Name: ____________________

Address: ____________________

Phone: ____________________

Contact Name: ____________________

Contractor Name: ____________________

TO BE EXECUTED WITH SELECTED CONTRACTOR/S

AGREEMENT AND RELEASE OF LIABILITY

This AGREEMENT and Release of Liability ("AGREEMENT") is made and entered this _______ day of _______________, 2025 by and between the CITY OF BRECKSVILLE ("CITY") and _______________________________________ ("CONTRACTOR"), together ("PARTIES").

WHEREAS, The Council of the City of Brecksville, pursuant to ORDINANCE NO. _______, adopted on the _____ day of _________________, 2025, authorized the Mayor to enter into a contract, after requesting proposals for the following:

"TEMPORARY GENERAL LABOR STAFFING SERVICES FOR BRECKSVILLE SERVICE DEPARTMENT"

WHEREAS, the CONTRACTOR has submitted their proposal therefore, which proposal is attached hereto and made a part hereof and marked as "EXHIBIT A;"

NOW THEREFORE, PARTIES hereby agree to abide by and be bound by the following Terms and Conditions with respect to the provision of "TEMPORARY GENERAL LABOR STAFFING SERVICES FOR BRECKSVILLE SERVICE DEPARTMENT", as described in "EXHIBIT A", from CONTRACTOR during the term of the AGREEMENT.

1. **SERVICES**: The CONTRACTOR shall furnish the services above described to the CITY in accordance with its proposal and the specifications of the CITY.

2. **TERMINATION**: The CITY or the CONTRACTOR may terminate the resulting contract at any time by either party giving thirty days written notice to the other party of the intention to terminate the contract.

3. **BACKGROUND CHECKS & DRUG TESTING**: CONTRACTOR provides guarantee that all laborers will be administered criminal background checks and drug testing as specified, and only laborers that have passed these screenings will be assigned to the CITY.

4. **PAYMENT TERMS**: CITY will pay CONTRACTOR the fees and any other amounts invoiced under the AGREEMENT. Unless otherwise specified in the AGREEMENT, CITY will pay all amounts within 30 days of invoice. Any repairs to damaged structures not specified in advance to CONTRACTOR by the CITY will be billed back to the CITY. Payments shall be made by check.

5. **FEE FOR SERVICES**: CITY agrees to pay the CONTRACTOR in the sum of an Hourly Bill Rate of $_______/Hour, based on an Hourly Pay Rate of $______/Hour for Rubbish/Recycle/Leaf Collection Staffing as listed on attached EXHIBIT A, in full consideration of the proposal price therefore in the following manner: Temporary General Labor Staffing will be scheduled by the Brecksville Service Department as needed and may be invoiced after performance of work.

6. **TERM:** CONTRACTOR agrees that the services and labor contracted for herein shall be delivered from January 1, 2026 through December 31, 2026 with the option for the CITY to renew for a second year at the same hourly mark-up of ____%.

7. **PROPOSAL DOCUMENTS:** The specifications and any other document or information upon which proposals were made shall be considered a part of the AGREEMENT as though fully rewritten at length herein.

8. **INDEMNITY**: CONTRACTOR hereby indemnifies and agrees to defend CITY, its elected and appointed officials, officers, employees, or volunteers, from any and all manner of actions, causes of actions, suits, debts, claims, demands, liabilities, loss, expenses or damage arising out of the ordering, renting, use, condition, or operation of the equipment and provision of services described in EXHIBIT A, including liability for death, injury to persons, or damage to property.

CONTRACTOR further releases and waives any and all claims and causes of action including but not limited to actions based on negligence which may arise against CITY, its elected and appointed officials, officers, employees, or volunteers, as a result of any injury to CONTRACTOR's employees or damages to CONTRACTOR's property or as a result of any injury to any third party or damages to the property of any such third party resulting from this AGREEMENT.

Neither CONTRACTOR nor CITY shall be liable for any failure or delay in performing its obligations under this AGREEMENT if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes or shortages of transportation, facilities, fuel, energy, labor, or materials.

9. **INSURANCE REQUIRED**: CONTRACTOR agrees to provide a certificate of insurance to the CITY, indicating general liability insurance coverage of not less than Two Million Dollars ($2,000,000) per occurrence, with a certificate of liability naming the CITY as an Additional Insured, which certificate is attached hereto as "EXHIBIT B" and made a part hereof.

10. **ASSIGNABILITY**: CONTRACTOR may not assign its right, duties, or obligations under the AGREEMENT without CITY's prior written consent, which may be withheld in CITY's sole discretion.

11. **GOVERNING LAW**. The AGREEMENT will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Ohio, without regard to any conflict of law provisions. Each PARTY hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Cuyahoga County, Ohio, in connection with any action related to the AGREEMENT.

CONTRACTOR:

____

____

Date

CITY:

____

____

Date

RESOLUTION RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5731

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

SECTION 1. The Mayor be, and hereby is, authorized to enter into an audit arrangement with the Auditor of State by means of a Letter of Engagement for the audit of the city's basic financial statements as of and for the year ended December 31, 2025 at a total cost not to exceed thirty-four thousand twenty dollars ($34,020.00), a copy of which Letter of Engagement is attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. The Council hereby appropriates a sum not to exceed thirty-four thousand twenty dollars ($34,020.00) and authorizes the Director of Finance to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance is further authorized to issue the fiscal officer's certificate necessary to make the expenditures described above and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed herein, said amounts to be charged to the appropriately designed Fund.

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

PASSED: December 2, 2025

APPROVED: December 2, 2025

MAYOR

CLERK OF COUNCIL

OHIO AUDITOR OF STATE
KEITH FABER

65 East State Street
Columbus, Ohio 43215
ContactUs@ohioauditor.gov
800-282-0370

EXHIBIT "A"

November 24, 2025

Laura Starosta, Director of Finance
City of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141

This engagement letter describes the arrangement between the City of Brecksville, Cuyahoga County, Ohio (the City) and the Auditor of State including the objective and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the City's audit requirements.

SUMMARY OF SERVICES

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

We will audit the City's basic financial statements as of and for the year ended December 31, 2025 to express our opinion concerning whether the basic financial statements and related disclosures present fairly, in all material respects, the City's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements for each opinion unit and related disclosures are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the financial audit standards in the Comptroller General of the United States' *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and sections of the Annual Comprehensive Financial Report and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections the Annual Comprehensive Financial Report.

We expect to deliver our report on or about June 30, 2026.

Engagement Team
The engagement will be led by:

* William Ward, Assistant Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;

* Lindsey Young, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and

* Cory Smith, Audit Manager, who will be responsible for on-site administration of our services to you.

OUR AUDITOR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards,* the Single Audit Act Amendments of 1996, *and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).* As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. We have identified the following significant risks of material misstatement as part of our audit planning:

    - *Management Override of Controls*: Management is in a unique position to perpetrate fraud because of management's ability to manipulate accounting records and prepare fraudulent financial statements by overriding controls that otherwise appear to be operating effectively. GAAS indicate the risk of management override of controls is present in all entities to varying degrees.
    - *Revenue Recognition*: Risks related to the accurate recognition of grants, taxes, and other revenues.

2. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

4. Test the City's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

5. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about your ability to continue as a going concern for a reasonable period of time.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement, whether due to fraud or error, may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud noted above, a properly designed and executed audit may not detect a material fraud.

Additional Auditor Responsibilities and Reporting under Uniform Guidance
For grant funding subject to the Uniform Guidance, as the Guidance requires, we will determine the major federal award program(s) and test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on compliance based on the audit. While reasonable assurance is a high level of assurance, it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, the auditor's responsibilities are to:

- exercise professional judgment and maintain professional skepticism throughout the audit;
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances' and
- obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

In accordance with the Uniform Guidance, we will prepare the following report:

> *Independent Auditor's Report on Compliance with Requirements Applicable to the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance*
>
> Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Additional Auditor Communication
As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

1. Misstatements for correction, whether corrected or uncorrected
    a. We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit;

2. Instances where we believe fraud may exist. These would include instances where we:
    a. Have persuasive evidence that fraud occurred.
    b. Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely;

3. Noncompliance that comes to our attention. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts;

4. Significant risks identified during the audit;

5. Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;

6. Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;

7. Significant, unusual transactions;

8. Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards;

9. Significant difficulties we encountered during the audit, including significant delays by management, the unavailability of City personnel, or an unwillingness by management to provide information necessary to perform our procedures; and

10. Matters that are difficult or contentious for which we consulted outside the engagement team and that are, in our professional judgment, significant and relevant to those charged with governance regarding their responsibility to oversee the financial reporting process.

We will also communicate pertinent information, as necessary in our professional judgment, to those that have ongoing oversight responsibilities for the audited entity, including contracting parties or legislative committees, if any.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. If we detect waste or abuse, we will determine whether and how to communicate such matters.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

YOUR MANAGEMENT RESPONSIBILITIES AND IDENTIFICATION OF THE APPLICABLE REPORTING FRAMEWORK

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.

2. Providing us with:
   a. draft financial statements, including all information relevant to their preparation and fair presentation, whether obtained from within or outside of the general and subsidiary ledgers (including all information relevant to the preparation and fair presentation of disclosures) and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline;
   b. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including an expectation that management will provide access to information relevant to disclosures;
   c. written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;
   d. additional information that we may request from management for the audit;
   e. unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence;
   f. the initial selection of and changes in significant accounting policies and their application; and
   g. the process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates.

3. Informing us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.

4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
   a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
   b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.

5. Preparing other information, including but not limited to, annual reports as defined by AU-C 720, *Other Information in Documents Containing Audited Financial Statements*. Annual reports, including the final version of the City's ACFR and Popular Annual Financial Report (PAFR), will be made available for our review prior to the date of the auditor's report.

6. Reporting fraud and noncompliance of which you are aware to us.

7. Reviewing drafts of the audited financial statements, disclosures, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.

8. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations
Management and those charged with governance are responsible for:

1. Being knowledgeable of, implementing systems designed to achieve compliance with, and complying with, laws, regulations, contracts, and grants applicable to the City.

2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the City (if any), and the corrective actions taken to address these audits' significant findings and recommendations.

3. Tracking the status of prior audit findings.

4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, waste or abuse we may report.

5. Providing your views and planned corrective action on audit findings we may report.

Internal Control
Management and those charged with governance are responsible for designing, implementing and maintaining internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Service Organizations
Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user City, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your City's financial statements and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your City uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls* Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* discusses the aforementioned report. (In some circumstances, we can accept a suitably designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

You are responsible for informing our staff of the service organizations your City uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:
- Cuyahoga County, which bills and collects your City's property taxes
- Regional Income Tax Agency (RITA), which collects your City's income taxes
- Great Lakes Billing Associates, which bills and collects your City's ambulance receipts
- Medical Mutual, which is the third-party administrator for your City's health care self-insurance

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- Regional Income Tax Agency (RITA), which collects your City's income taxes
- Great Lakes Billing Associates, which bills and collects your City's ambulance receipts
- Medical Mutual, which is the third-party administrator for your City's health care self-insurance

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your City's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your City's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the reports by approximately May 30, 2025 to meet your reporting deadline of June 30, 2026.

Uniform Guidance and Related Reporting
You are responsible for identifying all federal awards received and understanding the compliance requirements, federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying footnote disclosures.

For grant funding subject to the Uniform Guidance, you are required to design, implement, and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal laws, statutes, regulations, rules, and provisions of contracts or grant agreements of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships, beneficiary relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for completing your City's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in a text searchable PDF format for your City's single audit submission of the reporting package to the Federal Audit Clearinghouse.

REPRESENTATIONS FROM MANAGEMENT

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- management's responsibility for preparing the financial statements and relevant disclosures in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance;
- the availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- management's responsibility for the City's compliance with laws and regulations;
- the identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts; and
- the absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- the inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- the proper classification of funds, net position and fund balances;
- the proper approval of reserves of fund equity;
- appropriate accounting and disclosure of related party transactions;
- compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- representations relative to required supplementary information;
- the identification of all federal assistance programs, and compliance with grant requirements; and
- events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements* include the related disclosures and required and other supplemental information).

TERMS AND CONDITIONS SUPPORTING FEE

As a result of our planning process, the City and the Auditor of State have agreed to an approach designed to meet the City's objectives for an agreed-upon fee, subject to the following conditions.

Our Auditor Responsibilities
In providing our services, we will consult with the City regarding matters of accounting, financial reporting, or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the City will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter*.

Your Management Responsibilities
The City will provide in a timely manner all financial records and related information to us, an initial list of which will be furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the City is unable to provide these schedules, information and assistance, the Auditor of State and the City will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter.*

Confidential Information
You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

EXHIBIT "A"

Fee
Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed $34,020.

Pursuant to Ohio Rev. Code § 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds. While eligible funds may include federal grant funds, additional restrictions under the Uniform Guidance 2 CFR 200.425 should be considered. For more information, refer to the annual *Hourly Audit Rates and Allocation of Audit Costs* technical bulletin available at www.ohioauditor.gov.

eServices Portal and Billing
The Auditor of State's billing statements are available through the office's eServices portal located at https://eservices.ohioauditor.gov. Clients are required to designate one, or more, authorized users who must complete the registration process to establish an eServices account. A confirmed account will have the ability to access and/or update information regarding their customer account, including entity contact information, billing and payments, and an electronic check option for online payments. Authorized users are encouraged to keep eServices contact information updated.

Auditor of State billing statements are prepared monthly and are sent to clients who have an outstanding balance through a paperless electronic billing system. Audit and Local Government Services are charged monthly, while clients using the Uniform Accounting Network are charged quarterly. The City of Brecksville will receive an email notification at the beginning of the month that a statement is available for review. Clients are to access their billing statement upon receipt through eServices, and payment is due by the date identified on the statement.

Delinquent Accounts
A failure to pay the Auditor of State in full within forty-five days of the payment due date, identified on the monthly statement, shall constitute a delinquent account. Continued failure to make payment will result in the delinquent account being certified to the Ohio Attorney General's Office, Collection Enforcement, for collection under Ohio Revised Code 131.02(A). Alternatively, Ohio Revised Code 117.13(D) authorizes the Director of the Office of Budget and Management or the county auditor, in order to satisfy certified balances owed to the office of the Auditor of State, to withhold from a public office with delinquent accounts any amounts that are available up to the amount owed by the public office from those funds lawfully payable and due to the public office.

Audit clients experiencing difficulty meeting these requirements should contact the Auditor of State's Finance Department to make arrangements to pay delinquent balances prior to certification. Outstanding delinquent accounts may impact audit eligibility for reduced services, including agreed upon procedures and basic audits.

REPORTING

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with *Government Auditing Standards* on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

ACCESS TO OUR REPORTS AND WORKING PAPERS

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:

> This report only describes the scope of our internal control and compliance testing and our testing results and does not opine on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Independent Auditor's Report on Compliance with Requirements Applicable to the Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:

> This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code § 117.26, an audit report becomes a public record under Ohio Rev. Code § 149.43 when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public, including federal agencies and the U.S. Government Accountability Office, upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

PEER REVIEW REPORT

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at https://ohioauditor.gov/publications/docs/Peer_Opinion.pdf. Audit organizations can receive a rating of *pass, pass with deficiency(ies), or fail*. The Auditor of State received a peer review rating of pass.

ACKNOWLEDGEMENT AND AGREEMENT

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Lindsey Young at 216-787-5834.

Sincerely,

KEITH FABER
Auditor of State

William J. Ward
Digitally signed by William J. Ward
Date: 2025.11.24 08:53:06 -05'00'

William Ward, CPA
Assistant Chief Auditor, Northeast Region

Attachment

cc: Mayor
Council

____
ACKNOWLEDGED AND AGREED TO BY

____
DATE

____
TITLE

2 CFR Part 200 REPORTING PACKAGE

2 CFR Part 200 Reference	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
508(b); .510(b)	Schedule of Expenditures of Federal Awards	✓	
.515(a)	Report (“in-relation-to” opinion) on Schedule of Expenditures of Federal Awards		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs[1]		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings[4]	✓	
.512(a), (b)	Data Collection Form[2]	✓	✓
.511(c)	Corrective Action Plan[3]	✓	

[1] Required in all cases.

[2] You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section __.512(g) of the Uniform Guidance if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

[3] Required for any GAGAS level or UG findings

SAMPLE
AMENDMENT #___ TO ENGAGEMENT LETTER

Date

Chief Financial Officer OR Chief Executive Officer ***(See AOSAM 30300.7)***

City of Brecksville
County Name
Street Address
City, Ohio Zip Code

Dear Letter Addressee:

The engagement letter dated Engagement Letter Date between the Auditor of State the City is hereby amended to reflect the following:

Description of / Causes for Amendment	Estimated Fee Effect
1	
2	
3	
4	
Total this amendment	$0.00
Previous fee estimate	
Revised fee estimate	$0.00

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call Name of SAM at Office Phone Number.

Sincerely,

KEITH FABER
Auditor of State

Name of CA/ACA
Assistant Chief Auditor, Region Name Region

cc: Engagement Letter cc's

ACKNOWLEDGED AND AGREED TO BY ______________ DATE ______________

TITLE ______________

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5827

AN ORDINANCE AMENDING ORDINANCE NO. 5788 AS IT RELATES TO EMPLOYEE COMPENSATION; 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. Ordinance No. 5788 be amended to read as follows:

A. FULL TIME JOBS	**EFFECTIVE DATE 12/14/2025 SALARY RANGE ANNUALLY**		
	MINIMUM	**MAXIMUM**	
Executive, Administrative and Management			
Building Commissioner or Building Official	$85,000.00	~~$135,000.00~~ **$140,000.00**	Annually
Director of Finance	$85,000.00	~~$135,000.00~~ **$140,000.00**	Annually
Director of Human Services	$85,000.00	~~$135,000.00~~ **$140,000.00**	Annually
Director of Planning & Community Develop.	$85,000.00	~~$135,000.00~~ **$140,000.00**	Annually
Director of Public Service	$85,000.00	~~$135,000.00~~ **$140,000.00**	Annually
Director of Purchasing	$85,000.00	~~$135,000.00~~ **$140,000.00**	Annually
Director of Recreation	$85,000.00	~~$135,000.00~~ **$140,000.00**	Annually
Fire Chief	$85,000.00	~~$135,000.00~~ **$140,000.00**	Annually
Police Chief	$85,000.00	~~$135,000.00~~ **$140,000.00**	Annually
Prosecutor/ Assistant Law Director	$85,000.00	~~$135,000.00~~ **$140,000.00**	Annually
Administrative Assistant	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Assistant Building Commissioner	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Assistant Director of Finance	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Assistant Purchasing Director	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Athletics/ Facility Coordinator	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
AV/ Technology and Communications Tech.	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Building Inspectors	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Clerk of Council	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Clerk of Courts	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Human Resource Specialist	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Supervisor of Payroll - Personnel	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Payroll Supervisor	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Planning and Zoning Coordinator/Inspector (Effective 4/21/24)	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Visual Communications Coordinator	$55,000.00	~~$101,000.00~~ **$105,000.00**	Annually
Animal Warden	$40,000.00	~~$76,000.00~~ **$80,000.00**	Annually
Aquatics Administrative Coordinator	$40,000.00	~~$76,000.00~~ **$80,000.00**	Annually
Aquatics Facilities Coordinator	$40,000.00	~~$76,000.00~~ **$80,000.00**	Annually
Building Maintenance & Housekeeping Supervisor	$40,000.00	~~$76,000.00~~ **$80,000.00**	Annually
Field House Coordinator	$40,000.00	~~$76,000.00~~ **$80,000.00**	Annually
Financial/ Customer Service Clerk Recreation	$40,000.00	~~$76,000.00~~ **$80,000.00**	Annually
Fitness Center Coordinator/ Recreation	$40,000.00	~~$76,000.00~~ **$80,000.00**	Annually
Records Clerk - Police	$40,000.00	~~$76,000.00~~ **$80,000.00**	Annually
Recreation Clerk	$40,000.00	~~$76,000.00~~ **$80,000.00**	Annually

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5827

Food Service Operations Manager	$40,000.00	~~$76,000.00~~ **$80,000.00**	Annually
Administrative Assistant to Fire Chief	$30,000.00	~~$63,000.00~~ **$65,000.00**	Annually
Building Supervisor – Recreation	$30,000.00	~~$63,000.00~~ **$65,000.00**	Annually
Fitness Assistant	$30,000.00	~~$63,000.00~~ **$65,000.00**	Annually
Receptionist	$30,000.00	~~$63,000.00~~ **$65,000.00**	Annually
Secretary-Clerks	$30,000.00	~~$63,000.00~~ **$65,000.00**	Annually
Senior Lifeguard Instructor	$30,000.00	~~$63,000.00~~ **$65,000.00**	Annually

B. PART TIME JOBS

	MINIMUM	MAXIMUM	
Economic Development Director	$40,000.00	$45,000.00	Annually
Planning and Zoning Coordinator	$20.00	$40.00	Hourly
Electric, Plumbing and Building Inspectors	$20.00 (Effective 12/04/22)	$40.00	Hourly
Kitchen Supervisor	$15.00	$25.00	Hourly
Assistant Animal Warden	State/Federal Minimum Wage/hour	$19.00	Hourly
Telephone Receptionists	State/Federal Minimum Wage/hour	$18.00	Hourly
Kitchen Aides	State/Federal Minimum Wage/hour	$16.75	Hourly
Deputy Clerk of Courts	$10.00	$25.00	Hourly
Property Maintenance Inspector	$15.00	$30.00	Hourly
Program Coordinator	$20.00	$37.00	Hourly

EFFECTIVE DATE 12/14/2025 SALARY RANGE

C. SPECIAL JOBS

Recording Secretary-Boards Commissions	State/Federal Minimum Wage/hour	$24.00
Desk Clerks – Recreation	State/Federal Minimum Wage/hour	$20.00
Life Guards – Recreation	State/Federal Minimum Wage/hour	$20.00
Program-Supervisors/Recreation	State/Federal Minimum Wage/hour	$20.00
Recreational Employees	State/Federal Minimum Wage/hour	$20.00
Mayor's Court Magistrates	$350.00/diem	$350.00/diem
Safety Town Teacher	$220.00/diem	$220.00/diem
Clerk	State/Federal Minimum Wage/hour	$20.00
Information Technology Assistant	State/Federal Minimum Wage/hour	$24.00

D. CONTRACTUAL JOBS

Law Director	Shall be paid as provided by Council.
Consulting Engineer	Shall be paid as provided by Council.
City Architect	Shall be paid as provided by Council.
Income Tax Administrator	Shall be paid as provided by Council.

POLICE DEPARTMENT **EFFECTIVE DATE 12/14/2025**

A. Full Time Personnel

Lieutenant	~~$113,327.70~~ **$117,690.82~~1~~**	Annually

B. Part Time Personnel	MINIMUM	MAXIMUM	
Special Police	$20.00	$30.00	Hourly
Police Clerks	$12.00	$26.00	Hourly

FIRE DEPARTMENT **EFFECTIVE DATE 12/14/2025**

A. Full Time Personnel

Executive Fire Lieutenant	$105,251.00	Annually

B. Part Time Personnel

Firemen and Officers (Volunteer)

Emergency Duty	~~$28.28~~ **$30.28**	Hourly
Non-Emergency Duty/Non-Paramedic	$22.10	Hourly
Non-Emergency Duty/Paramedic	~~$26.38~~ **$28.38**	Hourly

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5827

SERVICE DEPARTMENT	**EFFECTIVE DATE 12/14/2025**	
A. Full Time Personnel		
Service Grade VI*	$26.70	Hourly
Service Grade V**	$29.99	Hourly
Service Grade IV***	$33.25	Hourly
Service Grade III***	$36.58	Hourly
Service Grade II***	$37.50	Hourly
Service Grade I***	$38.52	Hourly
Assistant Foreman	$44.35	Hourly
Foreman	$50.68	Hourly
Building Engineer II***	$35.18	Hourly
Building Engineer I***	$37.51	Hourly
Building Engineer Supervisor	$48.55	Hourly
Tree Warden/Horticulturist	$41.72	Hourly

	MINIMUM	**MAXIMUM**
Building Maintenance Workers	$15.00	$27.00 Hourly

*Grade VI employees move to Grade V after 12 months of satisfactory service.

** Grade V employees move to Grade IV after 36 months of continuous, satisfactory service as a Grade V employee.

***May only change Grades by promotion as authorized by the Mayor.

	STEPS		
Housekeeping Supervisor Grade III	24 months	$20.87	Hourly
Housekeeping Supervisor Grade II	12 months	$19.77	Hourly
Housekeeping Supervisor Grade I	Entry	$18.67	Hourly
Housekeeping Staff Grade III	24 months	$17.56	Hourly
Housekeeping Staff Grade II	12 months	$16.47	Hourly
Housekeeping Staff Grade I	Entry	$15.37	Hourly

Housekeeping Staff and Housekeeping Supervisors may only change Grades by promotion as authorized by the Mayor.

B. Part Time Jobs	**MINIMUM**	**MAXIMUM**
Part Time		
~~Housekeeping Staff~~	~~$12.00~~	~~$16.00 Hourly~~
Building Maintenance Worker	$15.00	$25.00 Hourly
Part Time Service (Effective 4/19/2022)	$14.00	$18.00 Hourly
Seasonal		
~~Sewer Repair and Maintenance~~	~~$15.00~~	~~$20.00 Hourly~~
~~Construction Observer~~	~~$19.00~~	~~$30.00 Hourly~~
~~Snow Plow Drivers~~	~~$15.00~~	~~$20.00 Hourly~~
~~Road Side Mower~~	~~$15.00~~	~~$20.00 Hourly~~
Seasonal Service	$14.00	$18.00 Hourly

SECTION 2. All payments to be made by direct deposit, unless otherwise determined by the Finance Department to pay via paper check.

SECTION 3. All employees shall provide the Finance Department with an active email address. The employee will receive their direct deposit voucher via email to the address provided, unless otherwise determined by the Finance Department to distribute in paper form. The Finance Department is not responsible for verifying the email address are active, it shall be the responsibility of the employee.

SECTION 4. Ordinance No. 5788 and the same hereby is, superseded and restated by this Ordinance.

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. _____5827_______

SECTION 5. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the daily operation of municipal departments, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: December 2, 2025

APPROVED: December 2, 2025

________________________________ ______________________________________

MAYOR CLERK OF COUNCIL

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5828

AN ORDINANCE RETAINING THE SERVICES OF THE LOCAL GOVERNMENT SERVICES (LGS) OF THE AUDITOR OF STATE'S OFFICE TO ASSIST IN THE PREPARATION OF THE CITY'S ANNUAL COMPREHENSIVE FINANCIAL REPORTS FOR THE YEAR 2025; AND DECLARING AN EMERGENCY

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

SECTION 1. The Mayor be and is hereby authorized to enter into a contract with the Local Government Services Division of the Auditor of State's Office to assist the City of Brecksville in the preparation of the City's Annual Comprehensive Financial Report for the year ending December 31, 2025, a copy of which contract is attached hereto as Exhibit "A" and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates a sum not to exceed Twenty-Two Thousand, Five Hundred Dollars ($22,500.00) and authorizes the Director of Finance to transfer the funds necessary to complete these expenditures from the available funds of the City. The Director of Finance is further authorized to issue the fiscal officer's certificate necessary to make the expenditures described above and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed herein, said amounts to be charged to the appropriately designed Fund.

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

PASSED: December 2, 2025

APPROVED: December 2, 2025

MAYOR CLERK OF COUNCIL

OHIO AUDITOR OF STATE
KEITH FABER

Local Government Services
65 East State Street
Columbus, Ohio 43215-4209
614-466-4717 or 800-345-2519
ContactLGS@ohioauditor.gov

EXHIBIT "A"

November 17, 2025

Ms. Laura Starosta, CGFM, CPFO, Director of Finance
City of Brecksville
9069 Brecksville Road
Brecksville, OH 44141

Dear Ms. Starosta:

This letter is to confirm our understanding of the terms and objectives of our engagement with the City of Brecksville (the City) and the nature and limitations of the services we will provide.

We will provide the following services:

> Using our conversion software, Local Government Services (LGS) will prepare, from information you provide, the annual financial statements of the City of Brecksville as of and for the year ending December 31, 2025.

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

LGS is not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, LGS will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Our engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSs: 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements; 2) The prevention and detection of fraud; 3) To ensure that the entity complies with the laws and regulations applicable to its activities; 4) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements; and 5) To provide us with documentation, and other related information that is relevant to the preparation and presentation of the financial statements: additional information that may be requested for the purpose of the preparation of the financial statements: and unrestricted access to persons within the City of Brecksville of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

The City of Brecksville remains responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board. It is therefore the responsibility of the City to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. It is also the City of Brecksville's responsibility to design, implement, and maintain internal controls, including monitoring ongoing activities.

To demonstrate that the City is fulfilling these responsibilities, the following safeguards will be observed. The City will designate a management level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. If the City has determined that someone other than the individual with whom we worked last year will fulfill this role, the City must submit documentation to support the new designee's knowledge and capability to perform this function. We will meet with this individual bi-weekly to update our progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will perform all management functions and make all management decisions related to this engagement and will accept full responsibility for such decisions. Accordingly, this individual will review and approve all proposed adjustments before they are entered in the conversion software. Finally, this individual will evaluate the adequacy of the services performed under this engagement by the Local Government Services Section of the Office of the Auditor of State.

It is understood and agreed that the performance of this engagement by LGS will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group of the Office of the Auditor of State.

Management is responsible for making all financial records and related information available to LGS. The hours of service offered in this letter are based upon the following information being provided by the City:

1. Information required to confirm the appropriate fund classification and major fund status;

2. Information to allow the allocation of internal service funds to governmental and business-type activities;

3. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements including original budget amounts for all funds required to be presented in the basic financial statements and documentation to ensure that financial records are in agreement with amended certificates requested and appropriations passed by the Governing Board during fiscal year 2025;

4. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with bank reconciliations of all City bank accounts as of December 31, 2025;

5. Documentation for receivables including taxes, intergovernmental and accounts receivable, inventory, and prepaid items as of December 31, 2025;

6. The balances for all governmental capital assets by program and type and proprietary capital assets by fund and type as of the beginning and end of the year, including appropriate information regarding accumulated depreciation, as well as current year additions (including accounts charged for related expenditures) and deletions (including any related proceeds and accumulated depreciation on the deleted asset). In addition, information is required that presents depreciation expense by fund and type for

proprietary capital assets and by program and type for general capital assets for 2025;

7. Information regarding accrued salaries, compensated absences (both current and long-term), accounts payables, workers' compensation, retirement, and other current and long-term liabilities as of December 31, 2025;

8. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that details balances at the beginning and end of the year, increases and decreases and the purpose for which the short-term debt was issued;

9. Information regarding long-term debt balances as of the beginning and end of the year and information regarding additions and payments that occurred during the year. Information that details issuance costs, premiums and discounts for additions should be identified separately;

10. Copies of amortization schedules that distinguish between principal and interest for each outstanding debt issue;

11. All documentation necessary to determine reporting entity. If it is determined that the City will be required to report a component unit, GAAP financial statements for the component unit must be provided in a timely fashion for preparation of the City financial statements;

12. Information to support necessary modified accrual and accrual adjustments at December 31, 2025;

13. Information regarding transfers by fund including the amount and purpose for each transfer;

14. The transmittal letter, required supplementary information and statistical section; and

15. Management's Discussion and Analysis.

It is important that you provide financial records that balance and documentation that is adequate to support the necessary journal entries. If we discover inadequacies in the records or documentation you provide, we will return the information to you for correction.

All documents provided to LGS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. must be redacted of any personal information before submission. Personal information is defined as social security numbers, dates of birth, drivers' license numbers or financial institution account numbers associated with an individual. The City shall redact all personal information from electronic records before they are transmitted to LGS. This information should be fully blacked out in all paper documents prior to sending them to LGS. If personal information cannot be redacted from any records or documents, the City must identify these records to LGS prior to their submission.

If redacting this personal information impairs the ability of LGS to provide the contracted services, the City and the Auditor of State's Office will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates hardship on the City in terms of resources, recordkeeping or other issues, the City and LGS may collaborate on alternative methods of providing the City's data to LGS without compromising the personal information on individuals served or employed by the City.

As part of the annual financial report, you will be required to prepare a Management's Discussion and Analysis (MD&A). LGS assistance with respect to the MD&A will be limited to reviewing the MD&A to determine that all required topics have been addressed and to ensure that the amounts presented in the MD&A match the amounts presented in the financial statements.

During the course of the preparation, from financial records and supporting documentation you provide, LGS will propose journal entries for the preparation of the basic financial statements; review records and other information to determine whether data is being gathered at the required level to permit the preparation of the financial statements; enter usable information from the prior fiscal year trial balances to the trial balances that will be used for the fiscal year being reported; and input approved journal entries into the trial balances. LGS will also discuss with you the requirements for budgetary presentations and assist in the identification of original budgetary information.

LGS assistance with respect to capital assets will be limited to explaining the information necessary for report preparation. If additional assistance in the review of policies or significant guidance related to the calculation of capital assets is required, this engagement will need to be amended.

All work papers prepared by the Office of the Auditor of State will remain the property of the Auditor of State. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

It is estimated that 380 hours will be needed to complete this project for 2025. Our fees for these services will be billed monthly to the City at a rate of $80 per hour, and the total cost is not anticipated to exceed $30,400. If additional time or services should be necessary, we will notify City regarding any amendment to this contract that may be required.

Pursuant to Ohio Revised Code 117.13, you may charge all of these fees to the general fund or you may allocate the cost among the general fund and other eligible funds. While eligible funds may include federal grant funds, additional restrictions under the Uniform Guidance 2 CFR 200.425 should be considered. For more information, refer to the annual *Hourly Audit Rates and Allocation of Audit Costs* technical bulletin available at www.ohioauditor.gov.

Upon a 30-day written notice, either party may terminate this Agreement for any reason. Such notice shall be sent by U.S. mail or by personal delivery to Auditor of State, Local Government Services Section, 65 East State Street, Columbus, Ohio 43215-4209. In the event of such termination, the Auditor of State shall be compensated at the contractually agreed-upon rate for any and all work done to the date of such notice.

The Auditor of State's billing statements are available through the office's eServices portal located at https://eservices.ohioauditor.gov. Each client should complete the registration process to establish an eServices account. A confirmed account will have the ability to access and/or update information regarding their customer account, including entity contact information, billing and payments, and an electronic check option for online payments. Authorized users are encouraged to keep eServices contact information updated.

Auditor of State billing statements are prepared monthly and are sent to clients who have an outstanding balance through a paperless electronic billing system. The City of Brecksville will receive an email notification at the beginning of the month that a statement is available for review. Clients should access their billing statement upon receipt through eServices, and payment is due by the date identified on the statement.

A failure to pay the Auditor of State in full within forty-five days of the payment due date, may result in additional action as authorized under Ohio Revised Code Sections 131.02(A) and/or 117.13(D).

If you are in agreement with the terms of this contract, please have this engagement letter signed and certified in the appropriate places and return it to me no later than December 15, 2025. If we do not hear from you by December 15, 2025, we will assume that City does not wish to contract for the services of the Local Government Services Section of the Office of the Auditor of State.

Should you have any questions concerning this letter, please do not hesitate to contact Tisha Turner, Chief Project Manager, at 1-330-797-9681.

Sincerely,

KEITH FABER
Auditor of State

David B. Thompson

David B. Thompson
Chief of Local Government Services

We desire the Auditor of State's Office to perform the services described above and agree to the terms and conditions set forth in this letter.

CITY OF BRECKSVILLE

Date: ___________________

Resolution No. ___________ By: ______________________________
Daryl J. Kingston, Mayor

It is hereby certified that the amount of $ _________ required to pay this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of the ___________ Fund, free from any obligation or certification now outstanding.

Date:__________________________ ____
Laura Starosta, CGFM, CPFO, Director of Finance

cc: Tisha Turner, Chief Project Manager
Allen Allred, Chief Auditor

5829

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

WHEREAS, it is provided by State Law that a permanent appropriation Ordinance be approved by Council no later than March 31, 2026; and

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

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

SECTION 1. In order to provide for current expenses and other expenditures of the City of Brecksville, Ohio during the year 2026, the following sums be and they are hereby set aside and appropriated as set forth in Exhibit "A," attached hereto and expressly made a part hereof by reference.

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

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

SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to fund the operations of the City for 2025, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: December 2, 2025

APPROVED: December 2, 2025

________________________ MAYOR

________________________ CLERK OF COUNCIL

EXHIBIT A

2026 ANNUAL APPROPRIATION ORDINANCE

GENERAL FUND (1100)

GENERAL GOVERNMENT

Mayor's Office		
Personal Services	$311,844.00	
Other Expenses	$17,000.00	**$328,844.00**
Finance Department		
Personal Services	$580,667.00	
Other Expenses	$25,000.00	**$605,667.00**
Human Resources Department		
Personal Services	$114,391.00	
Other Expenses	$9,200.00	**$123,591.00**
Purchasing Department		
Personal Services	$250,535.00	
Other Expenses	$4,750.00	**$255,285.00**
Legal Department		
Personal Services	$155,778.00	
Other Expenses	$230,000.00	**$385,778.00**
Legislative Department		
Personal Services	$278,462.00	
Other Expenses	$17,135.00	**$295,597.00**
Civil Service Commission		
Other Expenses	$62,500.00	**$62,500.00**
Information Technology		
Personal Services	$273,908.00	
Other Expenses	$691,000.00	**$964,908.00**
County Auditor's & Treasurer's Fees		
Other Expenses	$161,000.00	**$161,000.00**
Income Tax Department		
Other Expenses	$1,710,334.00	**$1,710,334.00**
Administrative Support		
Personal Services	$266,872.00	
Other Expenses	$1,570,840.00	**$1,837,712.00**

Lands & Buildings		
Personal Services	$2,466,711.00	
Other Expenses	$1,258,968.19	**$3,725,679.19**
Engineering		
Personal Services	$48,234.00	
Other Expenses	$153,000.00	**$201,234.00**
Mayor's Court		
Personal Services	$141,829.00	
Other Expenses	$12,000.00	**$153,829.00**
Transfers/Advances		
Transfers/Advances/Debt Service	$2,085,000.00	**$2,085,000.00**
TOTAL - GENERAL GOVERNMENT		**$12,896,958.19**
SECURITY OF PERSONS & PROPERTY		
Police Department		
Personal Services	$5,086,000.00	
Other Expenses	$941,793.25	**$6,027,793.25**
Prisoner Support		
Other Expenses	$59,000.00	**$59,000.00**
Traffic Control		
Other Expenses	$59,000.00	**$59,000.00**
Street Lighting		
Other Expenses	$120,000.00	**$120,000.00**
Fire Hydrants		
Personal Services	$28,487.00	
Other Expenses	$4,300.00	**$32,787.00**
TOTAL - SECURITY OF PERSONS & PROPERTY		**$6,298,580.25**
PUBLIC HEALTH & WELFARE		
County Board of Health		
Other Expenses	$122,170.00	**$122,170.00**
Cemeteries		
Personal Services	$192,046.00	
Other Expenses	$14,000.00	**$206,046.00**

Department of Human Services		
Personal Services	$570,621.00	
Other Expenses	$481,475.29	**$1,052,096.29**
TOTAL PUBLIC HEALTH & WELFARE		**$1,380,312.29**
TRANSPORTATION		
Street Construction, Maint.& Repair		
Personal Services	$1,543,621.00	
Other Expenses	$55,000.00	**$1,598,621.00**
Vehicle Maintenance		
Personal Services	$770,345.00	
Other Expenses	$377,000.00	**$1,147,345.00**
Snow, Ice Removal		
Personal Services	$288,422.00	
Other Expenses	$75,000.00	**$363,422.00**
TOTAL - TRANSPORTATION		**$3,109,388.00**
COMMUNITY ENVIRONMENT		
Housing & Building Inspection		
Personal Services	$811,595.00	
Other Expenses	$69,771.56	**$881,366.56**
Community Dev, Boards & Commissions		
Personal Services	$20,948.00	
Other Expenses	$12,500.00	
		$33,448.00
Urban Forestry		
Personal Services	$508,728.00	
Other Expenses	$67,500.00	**$576,228.00**
TOTAL - COMMUNITY ENVIRONMENT		**$1,491,042.56**
BASIC UTILITY SERVICES		
Administrative Support-Service Dept.		
Personal Services	$672,453.00	
Other Expenses	$52,000.00	
Capital	$675,000.00	**$1,399,453.00**
Solid Waste & Recycling		
Personal Services	$680,492.00	
Other Expenses	$736,000.00	**$1,416,492.00**

Storm Sewers & Drains		
Personal Services	$126,025.00	
Other Expenses	$35,000.00	**$161,025.00**
Animal Control		
Personal Services	$52,685.00	
Other Expenses	$17,000.00	**$69,685.00**
TOTAL - BASIC UTILITY SERVICES		**$3,046,655.00**
TOTAL - GENERAL FUND		**$28,222,936.29**
UNCLAIMED FUNDS (1110)		
Other Expenses	$5,000.00	
TOTAL - UNCLAIMED FUNDS		**$5,000.00**
MOTOR VEHICLE PERMISSIVE LICENSE TAX FUND (2010)		
Capital	$36,000.00	
TOTAL - MOTOR VEHICLE PERMISSIVE LICENSE TAX FUND		**$36,000.00**
STREET CONSTRUCTION, MAINTENANCE & REPAIR FUND (2020)		
Other Expenses	$665,000.00	
Capital	$240,000.00	
TOTAL - STREET CONSTRUCTION, MAINTENANCE & REPAIR FUND		**$905,000.00**
STATE HIGHWAY FUND (2030)		
Other Expenses	$77,000.00	
TOTAL - STATE HIGHWAY FUND		**$77,000.00**
ROAD REPAVING FUND (2040)		
Other Expenses	$427,000.00	
TOTAL - ROAD REPAVING FUND		**$427,000.00**
ROAD IMPROVEMENT CHARTER LEVY FUND (2050)		
Other Expenses	$500.00	
Capital	$937,000.00	
TOTAL - ROAD IMPROVEMENT CHARTER LEVY FUND		**$937,500.00**

COMPENSATED ABSENCES FUND (2100)		
Personal Services	$150,000.00	
TOTAL - COMPENSATED ABSENCES FUND		**$150,000.00**
COMMUNITY CENTER RECREATION FUND (2400)		
Recreation Administration		
Personal Services	$740,837.00	
Other Expenses	$703,940.00	**$1,444,777.00**
Aquatics		
Personal Services	$827,920.00	
Other Expenses	$99,515.00	**$927,435.00**
Fitness		
Personal Services	$126,398.00	
Other Expenses	$64,397.50	**$190,795.50**
Athletics		
Personal Services	$163,817.00	
Other Expenses	$123,230.00	**$287,047.00**
TOTAL - COMMUNITY CENTER-RECREATION FUND		**$2,850,054.50**
RECREATION EXPANSION FUND (2410)		
Other Expenses	$13,500.00	
Capital	$10,000.00	
TOTAL - RECREATION EXPANSION FUND		**$23,500.00**
RECYCLING GRANT (2510)		
Other Expenses	$6,000.00	
TOTAL - RECYCLING GRANT		**$6,000.00**
TREE PLANTING FUND (2520)		
Other Expenses	$16,000.00	
TOTAL - TREE PLANTING FUND		**$16,000.00**

PUBLIC UTILITY IMPROVEMENT FUND (2600)		
Other Expenses	$26,000.00	
TOTAL - PUBLIC UTILITY IMPROVEMENT FUND		**$26,000.00**
WATER SYSTEM REPAIR & MAINTENANCE FUND (2610)		
Other Expenses	$4,000.00	
TOTAL - WATER SYSTEM REPAIR & MAINTENANCE FUND		**$4,000.00**
HIGHLAND-BOSTON WATER & SEWER FUND (2620)		
Other Expenses	$1,000.00	
TOTAL - HIGHLAND-BOSTON WATER & SEWER FUND		**$1,000.00**
MUNICIPAL MAYOR'S COURT COMPUTER FUND (2700)		
Other Expenses	$17,000.00	
TOTAL - MUNICIPAL MAYOR'S COURT COMPUTER FUND		**$17,000.00**
PEACE OFFICER TRAINING FUND (2710)		
Other Expenses	$1,000.00	
TOTAL - PEACE OFFICER TRAINING FUND		**$1,000.00**
POLICE PENSION FUND (2720)		
Personal Services	$165,000.00	
Other Expenses	$200.00	
TOTAL - POLICE PENSION FUND		**$165,200.00**
ONEOHIO OPIOID SETTLEMENT FUND (2790)		
Other Expenses	$4,000.00	
TOTAL - ONEOHIO OPIOID SETTLEMENT FUND		**$4,000.00**
LAW ENFORCEMENT TRUST FUND (2810)		
Other Expenses	$20,000.00	
TOTAL - LAW ENFORCEMENT TRUST FUND		**$20,000.00**

LAW ENFORCEMENT MANDATORY DRUG FUND (2820)		
Other Expenses	$10,000.00	
TOTAL - LAW ENFORCEMENT MANDATORY DRUG FUND		**$10,000.00**
FEDERAL EQUITABLE SHARING (2830)		
Other Expenses	$8,000.00	
TOTAL - FEDERAL EQUITABLE SHARING		**$8,000.00**
D.A.R.E TRUST FUND (2850)		
Other Expenses	$1,500.00	
TOTAL - D.A.R.E. TRUST FUND		**$1,500.00**
DRUG ENFORCEMENT & EDUCATION FUND (2870)		
Other Expenses	$5,000.00	
TOTAL - DRUG ENFORCEMENT & EDUCATION FUND		**$5,000.00**
DUI ENFORCEMENT & EDUCATION FUND (2880)		
Other Expenses	$600.00	
TOTAL - DUI ENFORCEMENT & EDUCATION FUND		**$600.00**
FIRE DEPARTMENT FUND (2900)		
Personal Services	$3,425,517.00	
Other Expenses	$225,000.00	
TOTAL - FIRE DEPARTMENT FUND		**$3,650,517.00**
GENERAL BOND RETIREMENT FUND (3100)		
Transfers/Advances/Debt Service	$2,807,351.26	
TOTAL - GENERAL BOND RETIREMENT FUND		**$2,807,351.26**
SPECIAL ASSESSMENT BOND RETIREMENT FUND (3200)		
Transfers/Advances/Debt Service	$36,325.00	
TOTAL - SPECIAL ASSESSMENT BOND RETIREMENT FUND		**$36,325.00**

SPECIAL ASSESSMENT BOND RETIREMENT - 7000 FITZWATER FUND (3201)		
Transfers/Advances/Debt Service	$29,720.21	
TOTAL - SPECIAL ASSESSMENT BOND RETIREMENT - 7000 FITZWATER FUND		**$29,720.21**
SPECIAL ASSESSMENT BOND RETIREMENT - CHIPPEWA FUND (3202)		
Transfers/Advances/Debt Service	$70,797.50	
TOTAL - SPECIAL ASSESSMENT BOND RETIREMENT - CHIPPEWA FUND		**$70,797.50**
URBAN REDEVELOPMENT TIE - VA PH II FUND (3400)		
Other Expenses	$135,000.00	
Transfers/Advances/Debt Service	$741,281.26	
TOTAL - URBAN REDEVELOPMENT TIE - VA PH II FUND		**$876,281.26**
URBAN REDEVELOPMENT TIE - VA SHERWIN-WILLIAMS FUND (4101)		
Other Expenses	$12,000.00	
Capital	$63,000.00	
TOTAL - URBAN REDEVELOPMENT TIE - VA SHERWIN-WILLIAMS FUND		**$75,000.00**
URBAN REDEVELOPMENT TIE - VA PHASE I FUND (4102)		
Other Expenses	$195,000.00	
Capital	$1,005,000.00	
TOTAL - URBAN REDEVELOPMENT TIE - VA PHASE I FUND		**$1,200,000.00**
MUNICIPAL PUBLIC IMPROVEMENT TIE - VA PHASE III FUND (4200)		
Other Expenses	$21,600.00	
Capital	$108,600.00	
TOTAL - MUNICIPAL PUBLIC IMPROVEMENT TIE - VA PHASE III FUND		**$130,200.00**
AMBULANCE BILLING FIRE CAPITAL FUND (4500)		
Other Expenses	$40,000.00	
Capital	$210,000.00	
TOTAL - AMBULANCE BILLING FIRE CAPITAL FUND		**$250,000.00**
OHIO PUBLIC WORKS COMMISSION (4600)		
Other Expenses	$3,000.00	
Transfers/Advances/Debt Service	$44,598.20	

TOTAL - OHIO PUBLIC WORKS COMMISSION	**$47,598.20**

GENERAL MUNICIPAL IMPROVEMENT FUND (4800)		
Other Expenses	$500.00	
Capital	$1,582,700.00	
Transfers/Advances/Debt Service	$914,924.00	
TOTAL - GENERAL MUNICIPAL IMPROVEMENT FUND		**$2,498,124.00**
BUILDING & IMPROVEMENTS FUND (4900)		
Capital	$60,749.00	
Transfers/Advances/Debt Service	$1,655,670.00	
TOTAL - BUILDING & IMPROVEMENTS FUND		**$1,716,419.00**
RECREATION FACILITIES EXPANSION FUND (4920)		
Transfers/Advances/Debt Service	$6,356.12	
TOTAL - RECREATION FACILITIES EXPANSION FUND		**$6,356.12**
HOSPITALIZATION SELF-INSURANCE FUND (6010)		
Personal Services	$3,805,671.00	
TOTAL - HOSPITALIZATION SELF-INSURANCE FUND		**$3,805,671.00**
YULETIDE HUNGER FUND (7010)		
Other Expenses	$16,000.00	
TOTAL - YULETIDE HUNGER FUND		**$16,000.00**
RENTAL DEPOSITS (7400)		
Other Expenses	$20,000.00	
TOTAL - RENTAL DEPOSITS		**$20,000.00**
PROFESSIONAL REVIEW FEES (7500)		
Other Expenses	$200,000.00	
TOTAL - PROFESSIONAL REVIEW		**$200,000.00**

CASH BONDS FUND (7510)		
Other Expenses	$120,000.00	
TOTAL - CASH BONDS		**$120,000.00**
ENGINEER FEES (7550)		
Other Expenses	$75,000.00	
TOTAL - ENGINEER FEES		**$75,000.00**
ARCHITECT FEES (7560)		
Other Expenses	$30,000.00	
TOTAL - ARCHITECT FEES		**$30,000.00**
BUILDING DEPT STATE ASSESSMENT FEE (7570)		
Other Expenses	$10,000.00	
TOTAL - BUILDING DEPARTMENT STATE ASSESSMENT FEE		**$10,000.00**
DEVELOPERS DEPOSIT (7700)		
Other Expenses	$300,000.00	
TOTAL - DEVELOPERS DEPOSIT		**$300,000.00**
PRIVATE PURPOSE TRUST (7810)		
Other Expenses	$1,000,000.00	
TOTAL - PRIVATE PURPOSE TRUST		**$1,000,000.00**
TOTAL APPROPRIATIONS - ALL FUNDS:		**$52,890,651.34**

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RESOLUTION RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5732

A RESOLUTION MAKING NECESSARY TRANSFERS BETWEEN CERTAIN FUNDS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026; AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Section 5705.14 of the Ohio Revised Code, the Council deems it necessary to make certain transfers between the various Funds of the City for the fiscal year ending December 31, 2026; and

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

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

From	Transfer	To
General Fund 1100830-43010	$187,500.00	Community Center Recreation Fund R2400820-09110
General Fund 1100830-43090	$37,500.00	Compensated Absences Fund R2100820-09110
General Municipal Improvements Fund 4800171-43040	$895,325.00	General Bond Retirement Fund R3100820-09120
General Municipal Improvements Fund 4800171-43030	$19,599.00	Ohio Public Works Commission Fund R4600820-09160
Recreation Facilities Expansion Fund 4920710-43040	$6,356.12	General Bond Retirement Fund R3100820-09180
	$1,146,280.12	

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

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

PASSED: December 2, 2025

APPROVED: December 2, 2025

MAYOR

CLERK OF COUNCIL