



**City of Brecksville, Ohio**  
**City Council Regular Meeting**  
Ralph W. Biggs City Council Chambers  
April 7, 2026 – 7:45 PM

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

## AGENDA

To listen to the live stream of the meeting please go to the City's Agenda & Minutes link on the website: <https://brecksvilleoh.portal.civicclerk.com/>. Questions and comments may be e-mailed to [ttabor@brecksville.oh.us](mailto: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

### Public Hearing

1. Notice is hereby given that the Brecksville City Council will hold a public hearing to consider the renewal application of Cheryl McCabe for placement of farmland in a an agricultural district, to wit: Permanent Parcel Nos. 601-33-015, consisting of approximately 14.046 acres: 9195 Highland Drive; in the City of Brecksville, said hearing to be held on the 17th day of March, 2026 at 7:50 PM in the Brecksville City Hall, Ralph W. Biggs Council Chambers, 9069 Brecksville Road, Brecksville, Ohio 44141.

### Approval of Minutes

1. **Approval of March 17, 2026 City Council Minutes**

### Unfinished Business

### New Business

1. Liquor Permit Request - Waive the necessity of a hearing to issue a liquor permit #03805137-3, to Hesta Hospitality LLC, Level 3 located at 5720 Independence Drive Suite 300, Brecksville, Ohio 44141.
2. RES. 5776 - a Resolution approving an application for placement of farmland in an agricultural district made by Cheryl McCabe for permanent parcel number 601-33-015 located at 9195 Highland Drive in the City of Brecksville; and declaring an emergency.
3. RES. 5777 - a Resolution to authorize the execution of a then and now certificate by the Fiscal Officer and the payment of amount due; and declaring an emergency
4. RES. 5778 - a Resolution authorizing a 2026 Independent Contractor Agreement with Karol Boryka, Community Youth Soccer Director.

5. ORD. 5856 - an Ordinance authorizing the release of a damaged 2023 Ford Explorer Police Vehicle no longer needed for municipal purposes.
6. ORD. 5857 - a Resolution accepting the bid of Rumpke of Northern Ohio, Inc. for disposal of refuse and street sweepings/vactor debris for s one-year period with the option to renew for a second and third year for the Service Department of the City of Brecksville; and declaring an emergency.
7. ORD. 5858 - an Ordinance amending Section 373.13 of the Traffic Code titled Electric Bicycles; and declaring an emergency.
8. ORD. 5859 - an Ordinance authorizing a 36-month agreement with AT&T for internet access and phone service for City Hall and the Community Center.

**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**

“Despite the forecast, live like it’s spring.” — Lilly Pulitzer

**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

**APPLICATION FOR PLACEMENT OF  
FARMLAND IN AN AGRICULTURAL DISTRICT  
(O.R.C. Section 929.02)**

New Application \_\_\_\_\_  
Renewal Application

(See page 4 for General Information regarding this Application)

**INSTRUCTIONS FOR COMPLETING APPLICATION**

Print or type all entries.

- o List description of land as shown on the most recent tax statement or statements. Show total number of acres.
- o Describe location of property by roads, etc., and taxing district where located.
- o State whether any portion of land lies within a municipal corporation.  
Note: See “Where to File” on page 4 to be sure that a copy of this Application is also filed with the Clerk of the municipal legislative body as well as the County Auditor.
- o A renewal application must be submitted after the first Monday in January and prior to the first Monday in March of the year in which the agricultural district terminates for the land to be continued in this program.
- o If the acreage totals 10 acres or more, do not complete Part D.
- o If the acreage totals less than 10 acres, complete either D (1) or (2).
- o Do not complete page 3. This space to be completed by the County Auditor and/or Clerk of the municipal legislative body.

**A.**

<b>Owner’s Name:</b>	Cheryl McCabe
<b>Owner’s Address:</b>	9195 Highland Dr. Brecksville Oh 44141 USA
<b>Owner’s Email (optional):<sup>1</sup></b>	cherylmccabe@me.com
<b>Description of Land as Shown on Property Tax Statement:</b>	AG. NEC-CAUVERY
<b>Location of Property:</b>	Street or Road- 9195 Highland dr County-

TAX DISTRICT(S)	PARCEL NUMBER(S)	# of Acres
Cuyahoga County Brecksville	601 33 015	14.046
<b>Total Number of Acres</b>		14.046

**B.** Does any of the land lie within a municipal corporation limit or subject to pending annexation?  
Yes  No \_\_\_\_\_

*If YES, REMEMBER a copy of this application must be submitted to the Clerk of the municipal legislative body.*

<sup>1</sup> Enter the “internet identifier record” typically know as an electronic mail address, or any other designation used for self-identification or routing in internet communication or posting, provided for the purpose of receiving communication.

C. Is the land presently being taxed at its current agricultural use valuation under Section 5713.31 of the Ohio Revised Code?

Yes  No

If NO, complete the following showing how the land was used the past three years:

	<u>ACRES</u>		
	LAST YEAR	TWO YEARS AGO	THREE YEARS AGO
Cropland			
Permanent Pasture used for animal husbandry			
Woodland devoted to commercial timber and nursery stock			
Land Retirement or Conservation Program pursuant to an agreement with a federal agency			
Building areas devoted to agricultural production			
Roads, building areas, and all other areas not used for agricultural production			
<b>Total Acres</b>			

D. Does the land for which the application is being made total 10 acres or more devoted exclusively to agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with an agency of the federal government?

Yes  No

If NO, complete the following:

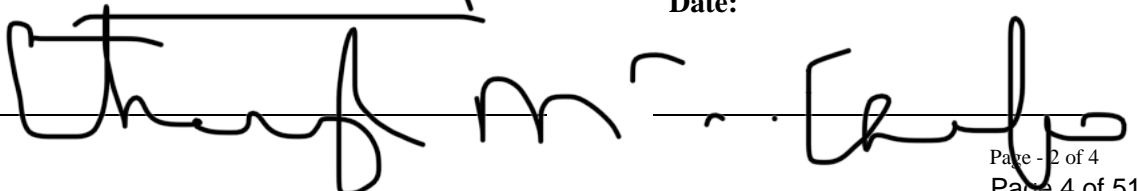
1. Attach evidence of the gross income for each of the past 3 years, if the average yearly income from agricultural production was at least twenty-five hundred (\$2,500.00) dollars or more, **or**
2. If the owner anticipates that the land will produce an annual gross income of twenty-five hundred (\$2,500.00) dollars or more, evidence must be attached showing the anticipated gross income.

**Authorization and Declaration**

By signing this application, I authorize the county auditor or his duly appointed agent to inspect the property described above to verify the accuracy of this application. I declare this application (including accompanying exhibits) has been examined by me and to the best of my knowledge and belief is a true, accurate and correct application. I understand that land removed from this program before the 5-year enrollment period is subject to penalty, in accordance with Section 929.02(D) of the Ohio Revised Code.

Signature of Owner:

Date:



CAUV Application No. 2026-130

**Action of County Auditor**

Application Approved X Rejected \_\_\_\_\_\*

Date Application Filed with County Auditor 2/26/2026

Date Filed (if required) with Clerk of Municipal Corporation 3/5/2026

County Auditor's Signature  Date 3/5/2026

Date Decision Mailed and Emailed<sup>1</sup> to Applicant 3/5/2026

Email Address<sup>1</sup> cherylmccabe@me.com

**OR**

Date Decision Sent Certified Mail to Applicant \_\_\_\_\_

Certified Mail No. \_\_\_\_\_

**Action of Legislative Body of Municipal Corporation**

Application Approved \_\_\_\_\_ Approved with Modifications \_\_\_\_\_\* Rejected \_\_\_\_\_\*

Date Application Filed with Clerk \_\_\_\_\_

Date of Public Hearing \_\_\_\_\_

Date of Legislative Action \_\_\_\_\_

Clerk's Signature \_\_\_\_\_ Date \_\_\_\_\_

Date Decision Mailed and Emailed<sup>1</sup> to Applicant \_\_\_\_\_

Email Address<sup>1</sup> \_\_\_\_\_

**OR**

Date Decision Sent Certified Mail to Applicant \_\_\_\_\_

Certified Mail No. \_\_\_\_\_

\* IF MODIFIED OR REJECTED, ATTACH SPECIFIC REASONS FOR MODIFICATION OR REJECTION

<sup>1</sup> Enter the "internet identifier record" typically know as an electronic mail address, or any other designation used for self-identification or routing in internet communication or posting, provided for the purpose of receiving communication.

## **INFORMATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT**

### **A. WHO MAY FILE?**

Any owner of land used for agricultural production may file an application to have the land placed in an agricultural district.

### **B. WHERE TO FILE**

The completed application must be filed with the auditor of the county where the land is located. The applicant will be notified of action taken by the county auditor within 30 days of the filing of the application if the land is not within a municipal corporation or an annexation petition has not been filed. If the land for which an application has been made lies within a municipal corporation limit or if an annexation petition that includes the land has been filed with the Board of County Commissioners under Section 709.02 of the Ohio Revised Code, a copy of the application must also be filed with the Clerk of the legislative body of the municipal corporation. The legislative body is required to conduct a public hearing on the application within 30 days after the application has been filed with the Clerk. Within 30 days of the hearing, the legislative body may approve the application, modify and approve the application as modified, or reject the application.

### **C. WHEN TO FILE AND RENEWAL**

The original application may be filed at any time for placement of land in an agricultural district for a five-year period. If at the end of five years, the owner decides to keep some or all of his or her land in a district, he or she shall submit a renewal application and must meet the same land requirements and use the same application process as the original application. The renewal application may be filed at any time after the first Monday in January and prior to the first Monday in March of the year during which an agricultural district terminates, for a period of time ending on the first Monday in April of the fifth year following the renewal application.

### **D. WHAT IS "LAND USED FOR AGRICULTURAL PRODUCTION?"**

In accordance with Section 929.01(A) of the Revised Code, land is devoted to "agricultural production" when it is used for commercial aquaculture, apiculture, animal husbandry, poultry husbandry; the production for a commercial purpose of field crops, tobacco, fruits, vegetables, timber, nursery stock, ornamental shrubs, ornamental trees; flowers or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth; and includes the processing, drying, storage and marketing of agricultural products when those activities are conducted in conjunction with such husbandry, production, or growth.

"Agricultural production" includes conservation practices provided that the tracts, lots, or parcels of the land or portions thereof that are used for conservation practices comprise not more than twenty-five percent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed.

"Conservation practices" are practices used to abate soil erosion as required in the management of the farming operation, and include, but are not limited to, the installation, construction, development, planting, or use of grass waterways, terraces, diversions, filter strips, field borders, windbreaks, riparian buffers, wetlands, ponds, and cover crops for that purpose.

### **E. WHAT DOES "TRACTS, LOTS, OR PARCELS OF LAND" MEAN?**

Tracts, lots, or parcels mean distinct portions of pieces of land (not necessarily contiguous) where the title is held by one owner, as listed on the tax list and duplicate of the county, is in agricultural production and conforms with the requirements of either D1, D2, or D3 below.

### **F. ARE THERE ANY OTHER REQUIREMENTS?**

1. The land for which the application is made must have been used exclusively for agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with a federal agency for the three consecutive calendar years prior to the year in which application is made. Evidence must be shown on the application. If the land contains timber which is not being grown for commercial purposes the land on which the timber is growing must be contiguous to or part of a parcel under common ownership that is otherwise devoted exclusively to agricultural use.
2. If the total amount of land for which application is made is less than 10 acres, there is an additional requirement that the applicant submit evidence with his application that the activities conducted on the land have produced an average yearly gross income of at least twenty-five hundred dollars over the three years immediately preceding the year in which application is made or that the land will produce an anticipated annual gross income of that amount.
3. Evidence of annual gross income may be satisfied by attaching to the application form a short statement stating the number of animals by species and anticipated market value, number of acres of crops to be grown, their expected yield and price per bushel or similar specific information.

### **G. IS THERE A PENALTY FOR EARLY WITHDRAWAL?**

Land removed from this program before the 5-year enrollment period is subject to penalty, per Section 929.02(D) of the Ohio Revised Code. See County Auditor's Office for details on how the amount of the withdrawal penalty is determined.

### **H. APPEAL OF APPLICATION**

The applicant may appeal the denial of the application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice denying the application. When the land lies within a municipality the applicant may also appeal a decision to modify or reject an application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice of modification or rejection. In addition, the applicant may withdraw an application modified by a legislative body if he or she disapproves of the modifications.

**A RESOLUTION APPROVING A RENEWAL  
APPLICATION FOR PLACEMENT OF  
FARMLAND IN AN AGRICULTURAL  
DISTRICT MADE BY CHERYL MCCABE  
FOR PERMANENT PARCEL NUMBER  
601-33-015 LOCATED AT 9195 HIGHLAND  
DRIVE IN THE CITY OF BRECKSVILLE;  
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.** Pursuant to Section 929.02 of the Ohio Revised Code, this Council hereby approves the renewal application of Cheryl McCabe for placement of Permanent Parcel Number 601-33-015 located at 9195 Highland Drive consisting of 14.55 acres in an agricultural district with the following modification:

1. This approval shall be effective for a five (5) year period from the date the Cuyahoga County Fiscal Officer approves said application, provided said land maintains its use exclusively as farmland. The Brecksville City Council reserves the right to reevaluate its position concerning the characterization of said land upon reapplication, if any, by the then owner of same.

**SECTION 2.** The Clerk of Council be and is hereby authorized and directed to indicate this Council's approval of the application of the said Cheryl McCabe with the above stated modification and transmit said application along with a certified copy of this Resolution to the Cuyahoga County Fiscal Officer. Additionally, the Clerk of Council be and she is hereby authorized and direct to transmit by certified mail return receipt requested a copy of this Resolution to Cheryl McCabe at 9195 Highland Drive, Brecksville, Ohio 44141 within five (5) days of the approval of this Resolution.

**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 Council to take legislative action within a specified statutory time period, 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: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

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

MINUTES OF THE MEETING OF THE  
CITY OF BRECKSVILLE CITY COUNCIL REGULAR MEETING  
HELD: March 17, 2026

Page 1

---

**Call to Order**

8:00 PM

**Pledge of Allegiance**

**Roll Call**

Present: Dan Bender, Dominic Caruso, AJ Ganim, Mark Jantzen, Ann Koepke, Beth Savage, Brian Stucky.

Absent: None.

Also Present: Law Director D. Matty, Assistant Law Director L. Sabol, Engineer G. Wise, Finance Director L. Starosta, Fire Lt. Lenarth, Police Chief Korinek, Purchasing Director M. Bartkiewicz, Service Director J. Kickel, CBO S. Packard, Human Services Director Dr. Paciorek, Media Specialist M. Rapkin, Clerk T. Tabor. Christina Lakatos, D. Zarychi, E. Griech, M Mancuso, J. L. Carey IV.

**Approval of Minutes**

**1. Approval of March 3, 2026 City Council Minutes**

Motion for passage by Ganim, seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Savage, Stucky.

Voting Nay: None.

Abstain: Koepke.

MOTION CARRIED: 7- Ayes, 0-Nays, 1-Abstain.

**Unfinished Business**

**New Business**

- 1. ORD. 5852 - an Ordinance authorizing the Mayor to enter into an LPA FEDERAL LOCAL-LET PROJECT AGREEMENT for the CUY-SR 021 00.82 (PID 118560) Brecksville Road Repaving Project Phase 3; and declaring an emergency.**

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage.

Nays: None.

Motion by Stucky, seconded by Savage, to pass Ordinance 5852.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

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

- 2. ORD. 5853 - an Ordinance accepting the bid of Kokosing Materials, Inc. for the furnishing of various types of asphalt for road repairs in the City of Brecksville; and declaring an emergency.**

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Ordinance 5853.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

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

- 3. ORD. 5854 - an Ordinance authorizing the purchase of one 2025 Ford Utility SUV Vehicle for use by the Police Department from Montrose Ford and replacement equipment & installation labor from Hall Public Safety Upfitters in accordance with the provisions of Ohio Revised Code Section 125.04(C) and the non-state contract purchase of vehicle graphics from Cleveland Trim and Stripe; and declaring an emergency.**

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage.

Nays: None.

MINUTES OF THE MEETING OF THE  
CITY OF BRECKSVILLE CITY COUNCIL REGULAR MEETING  
HELD: March 17, 2026

Motion by Stucky, seconded by Bender, to pass Ordinance 5854.  
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.  
Abstain: None.  
MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

4. ORD. 5855 - An Ordinance to amend Ordinance No. 5829, making appropriations for current expenses of the City of Brecksville during the fiscal year ending December 31, 2026, making necessary appropriation and revenue adjustments; and declaring an emergency

Motion for suspension made by Ganim, Seconded by Koepke.  
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage.  
Nays: None.  
Motion by Stucky, seconded by Bender, to pass Ordinance 5855.  
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.  
Abstain: None.  
MOTION CARRIED: 7 - Ayes, 0-Nays, 0-Abstain.

5. RES. 5775 - a Resolution making necessary transfers between certain funds for the fiscal year ending December 31, 2026; and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.  
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage.  
Nays: None.  
Motion by Stucky, seconded by Koepke, to pass Resolution 5775.  
Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.  
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 Planning Commission has 4 items for Council consideration. The next meeting of the Board of Zoning Appeals will be April 9, 2026.

APPEAL 2026-05

Approval for a variance from section 1326.02 to install a generator in the side yard, instead of the rear as required by code and amended to include screening, located at 6946 Crystal Creek Drive, PPN 602-12-045.

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

APPEAL 2026-06

Approval for (1) a variance from Section 1151.25(d)(2)(B) maximum 192 sq. ft. to allow 415 sq. ft. for the construction of a pool house and (2) for a variance from Section 1151.25(d)(3)(B) maximum of 400 sq. ft. to allow 750 sq. ft. for the construction of a pavilion located at 10404 Parkside Dr, PPN 605-24-041.

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

APPEAL 2026-07

Approval for a variance from Section 1151.25(d)(2)(b) maximum 192 sq/ft. to allow 352 sq/ft. for the construction of a shed & greenhouse, located at 3340 Royalton Rd., PPN 603-02-013.

Motion for passage by Stucky, seconded by Bender.

MINUTES OF THE MEETING OF THE  
CITY OF BRECKSVILLE CITY COUNCIL REGULAR MEETING  
HELD: March 17, 2026

Page 3

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Abstain: None.

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

**APPEAL 2026-08**

Approval for a variance from Section 1183.03(a) 4' maximum height to allow approximately 260 linear ft. of 5' tall black wrought iron fence, located at 8443 Riverview Rd, PPN 602-26-015

Motion for passage by Stucky, seconded by Bender.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Abstain: None.

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

**Planning Commission**

Council President Caruso reported the Planning Commission has no items for Council consideration. The next meeting of the Planning Commission will be March 19, 2026.

**Recreation Commission**

Council Member Ganim: No report

**Human Services Advisory Board**

Council Member Koepke reported the next meeting of the Human Services Advisory Board will be April 14th at 3:00 PM.

**Reports of Council Committees**

**Safety Service** - Council Member Jantzen reported the Committee met earlier and has (2) items for Council consideration.

Garment Rental - Accepting the pricing of Unifirst for the provision of Garment Rental for the Service Department for a period of three (3) years.

Motion for passage by Jantzen, seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Abstain: None.

**Oils & Lubricants** - Accepting the pricing of Englefield Oil for the provision of oils & lubricants for the Service Department.

Motion for passage by Jantzen, seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Abstain: None.

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

**Streets & Sidewalks** - Council Member Stucky reported the Committee met earlier and has no items for Council consideration.

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

**Buildings & Grounds** - Council Member Ganim reported the Committee met earlier and has (1) item for Council consideration.

**2026 Spring Tree Order** - Approval of a motion authorizing the purchase of trees for spring planting in the amount of \$8,770.00. Account #2520530-22010.

Motion by Ganim, seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

Abstain: None.

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

MINUTES OF THE MEETING OF THE  
CITY OF BRECKSVILLE CITY COUNCIL REGULAR MEETING  
HELD: March 17, 2026

Page 4

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

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

Reports of Department Directors

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. Steve Paciorek thanked everyone that contributed to the empty bowls event benefiting the local food pantries.

Director of Service, Joe Kickel said "City Council recently approved contracting out our cleaning and janitorial services. We all share a responsibility to deliver the highest quality services in a most efficient and cost effective manner. While this is going to result in significant savings to our residents, there is also a cost that might be overlooked. Ten of our city staff are being displaced as part of this process, and I would be remiss if I did not acknowledge these workers. It's with a heavy heart that I thank them for their service and dedication to our residents here in the City of Brecksville, and we wish these folks all the best with their future endeavors.

Director of Purchasing, Monica Bartkiewicz: No Report.

Chief of Police Department, Chief Korinek:

Chief of Fire Department: Chief Bender: No Report.

Director of Recreation: Rachele Engle: No Report.

**Report of the Mayor**

Mayor Kingston said in observance of Good Friday, City offices and Human Services will be closed on Friday, April 3rd. Mayor Kingston wished everyone a happy spring and a Blessed Easter.

Comments: Christina Lakatos 6556 Lloyd Drive, board member of BBH Pride. Pride Fest will take place on June 27th in the green space around the Broadview Heights Recreation Center.

**Adjournment**

8:17 PM

Motion by Caruso, seconded by Savage to adjourn.

Voting Yea: Bender, Caruso, Ganim, Koepke, Jantzen, Savage, Stucky.

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



BRECKSVILLE CITY COUNCIL
ATTN CLERK
9069 BRECKSVILLE RD
BRECKSVILLE OH 44141

NOTICE TO LEGISLATIVE AUTHORITY

TO

Form with fields: PERMIT NUMBER (03805137-3), TYPE (NEW), HESTA HOSPITALITY LLC, Hesta Hospitality LLC - Level 3, 5720 Independence Drive, Suite 300, Brecksville OH 44141, FILING DATE: 3/23/2026, PERMIT CLASSES: D-5J, TAX DISTRICT (18088), OCT, RECEIPT NO, Muni/Village/Twp: Brecksville

FROM 3/24/2026

Form with fields: PERMIT NUMBER, TYPE, ISSUE DATE, FILING DATE, PERMIT CLASSES, TAX DISTRICT, RECEIPT NO

MAILED 3/24/2026

RESPONSES MUST BE POSTMARKED NO LATER THAN 04/24/2026

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: OCT NEW 03805137-3 (TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD [ ] IN OUR COUNTY SEAT [ ] IN COLUMBUS

WE DO NOT REQUEST A HEARING [ ]

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

Signature line with fields: (Signature), (Title) - [ ] Clerk of City Council [ ] Township Fiscal Officer, (Date)

Printed Name line with fields: (Printed Name), (Email Address), (Telephone No.)





Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension. o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

**FAX:** (614) 644 – 3166  
**EMAIL:** [Liquordocs@com.ohio.gov](mailto:Liquordocs@com.ohio.gov)  
**MAIL:** Ohio Division of Liquor Control  
Attn: Licensing Unit  
6606 Tussing Road  
PO Box 4005  
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit [com.ohio.gov/liquorinfo](http://com.ohio.gov/liquorinfo). Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at [com.ohio.gov/govhelp](http://com.ohio.gov/govhelp). Never miss out on when renewal objections are due! Sign-up for our emails at [com.ohio.gov/stayinformed](http://com.ohio.gov/stayinformed).

Thank you in advance for your cooperation,  
Division Licensing Section  
(rev. 2.12.25)



**A RESOLUTION APPROVING A RENEWAL  
APPLICATION FOR PLACEMENT OF  
FARMLAND IN AN AGRICULTURAL  
DISTRICT MADE BY CHERYL MCCABE  
FOR PERMANENT PARCEL NUMBER  
601-33-015 LOCATED AT 9195 HIGHLAND  
DRIVE IN THE CITY OF BRECKSVILLE;  
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.** Pursuant to Section 929.02 of the Ohio Revised Code, this Council hereby approves the renewal application of Cheryl McCabe for placement of Permanent Parcel Number 601-33-015 located at 9195 Highland Drive consisting of 14.55 acres in an agricultural district with the following modification:

1. This approval shall be effective for a five (5) year period from the date the Cuyahoga County Fiscal Officer approves said application, provided said land maintains its use exclusively as farmland. The Brecksville City Council reserves the right to reevaluate its position concerning the characterization of said land upon reapplication, if any, by the then owner of same.

**SECTION 2.** The Clerk of Council be and is hereby authorized and directed to indicate this Council's approval of the application of the said Cheryl McCabe with the above stated modification and transmit said application along with a certified copy of this Resolution to the Cuyahoga County Fiscal Officer. Additionally, the Clerk of Council be and she is hereby authorized and direct to transmit by certified mail return receipt requested a copy of this Resolution to Cheryl McCabe at 9195 Highland Drive, Brecksville, Ohio 44141 within five (5) days of the approval of this Resolution.

**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 Council to take legislative action within a specified statutory time period, 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: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

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

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

Resolution No. 5777

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A THEN  
AND NOW CERTIFICATE BY THE FISCAL OFFICER AND THE  
PAYMENT OF AMOUNT DUE; AND DECLARING AN  
EMERGENCY**

**WHEREAS**, pursuant to Ohio Revised Code Section 5705.41(D)(1), the City may not enter into any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the City's Fiscal Officer that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

**WHEREAS**, Ohio Revised Code Section 5705.41(D)(1) further provides that in such circumstances when no certificate is furnished as required and the expenditure is for \$3,000.00 or more, the City's Council, as the City's taxing authority, may authorize the drawing of a warrant in payment of amounts due upon such contract or order upon certification by the City's Fiscal Officer that there was at the time of the execution of such certificate a sufficient sum appropriated for such purpose in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

**WHEREAS**, the City's Fiscal Officer certifies that the expenditure was and is properly appropriated and otherwise lawful; sufficient funds were and are available or in the process of collection to the credit of the proper fund, and the funds were and are free from any previous encumbrance; and

**WHEREAS**, the City is issuing a Then and Now Certificate in connection with payment due and owing as shown in Section 1 below; and

**WHEREAS**, City Council deems it to be in the best interest of the health, safety and welfare of the City to approve the execution by the City Fiscal Officer of a Then and Now Certificate and to authorize the payment of amount due under the contracts or orders requiring the expenditure of \$3,000.00 or more.

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

**SECTION 1.** City Council, pursuant to Ohio Revised Code Section 5705.41(D)(1), hereby approves the execution of a Then and Now Certificate by the Fiscal Officer and authorized payment due and owing as listed below:

Vendor	Date of Service	Amount	Account Number
HKM Direct Marketing-Brecksville Newsletter	10/31/25	\$6,400.00	1100150-21100

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

**Resolution No. 5777**

**SECTION 2.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that it is necessary to approve the execution of a Then and Now Certificate and payment of the amount due over \$3,000.00, 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: April 7, 2026

APPROVED: April 7, 2026

---

MAYOR

---

CLERK OF COUNCIL

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

Resolution No. 5778

**A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO AN INDEPENDENT CONTRACTOR  
AGREEMENT WITH KAROL BORYKA FOR WORK AS  
THE COMMUNITY YOUTH SOCCER DIRECTOR FOR  
THE YEAR 2026; AND DECLARING AN EMERGENCY**

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

**SECTION 1.** The Mayor be, and hereby is, authorized to enter into an Independent Contractor Agreement with Karol Boryka for work as the Community Youth Soccer Director, for the year 2026, in the amount of seventeen thousand dollars (\$17,000.00), to be paid following the Payment Schedule or Terms attached as Exhibit "A" of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit "A" and incorporated herein as if by reference.

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

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department's need for a Community Youth Soccer Director, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: April 7, 2026

APPROVED: April 7, 2026

---

MAYOR

---

CLERK OF COUNCIL

EXHIBIT "A"

**THE CITY OF BRECKSVILLE**

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

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and **Karol Boryka** **{Insert Name of Business or Individual}**  
**{Insert Legal Status of Business (e.g., corporation, limited liability company, partnership, sole proprietor, etc.)}** whose principal place of business is **{Insert Address of Business}**, Ohio **{Insert Zip Code}**("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: April 1<sup>st</sup>, 2026 and shall terminate on November 1, 2026 unless sooner terminated as provided herein or extended by mutual written agreement of the parties.
3. **Work or Services to be performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.
4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".
5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of

negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

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

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

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

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

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

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

12. **Entire Agreement**. This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts,

understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

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

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

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

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

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

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

**City of Brecksville**

**Independent Contractor**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

As the parent and natural guardian of:

\_\_\_\_\_ a minor

Date Contract Terminated: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Bees Youth Soccer Academy Director (Spring & Fall 2026 Sessions)**

- Schedule, coordinate, and communicate with the City of Brecksville class descriptions, and time offerings for the U3-parent/child session, U5, and U7 sessions prior to registration opening.
- Schedule, coordinate, and communicate with the City of Brecksville class descriptions, and time offerings for the U8 session. The U8 teams practice 1 time a week and play games with other communities on Saturdays. Coordinate practice times with the City of Brecksville and BSA field schedules. Finalize day and time of weekday prior to registration opening.
- Facilitates relationship between the Brecksville Recreation staff and BSA
- Coordinate weekly practices with BSA and the Brecksville Recreation Department.
- Promote U9 & U11 Recreation Soccer as the next step after the U8 academy.
- Promote parent involvement to increase knowledge of long term player development
- Attend a BSA board meeting to communicate activities and numbers of those players participating.
- Coordinate Student athletes to assist with the youth soccer academy sessions.

EXHIBIT "A"

(Payment Schedule or Terms)

Payment of \$8,500 to be paid no later than April 15<sup>th</sup>, 2026

Payment of \$8,500 to be paid no later than August 15<sup>th</sup>, 2026

**AN ORDINANCE AUTHORIZING THE RELEASE OF A  
DAMAGED 2023 FORD EXPLORER POLICE VEHICLE  
NO LONGER NEEDED FOR MUNICIPAL PURPOSES;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Ohio Revised Code Section 721.15, the Mayor and Council have determined that a damaged police vehicle is no longer needed for municipal purposes and recommends its release to the insurance company.

**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 hereby is, authorized to release a damaged 2023 Ford Explorer police vehicle, Vin. No. 1FM5K8AB9PGA18315, no longer needed for municipal purposes, to Selective Insurance Company of America, for settlement of a January 29, 2026 motor vehicle accident, in the amount of twenty-seven thousand, nine hundred sixty dollars and twenty-five cents (\$27,960.25), as indicated on the Market Value Report attached hereto as Exhibit "A".

**SECTION 2.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the need to release the damaged vehicle to the insurance company, 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: \_\_\_\_\_ April 7, 2026

APPROVED: \_\_\_\_\_ April 7, 2026

---

MAYOR

---

CLERK OF COUNCIL

**AN ORDINANCE ACCEPTING THE BID OF  
RUMPKE OF NORTHERN OHIO, INC. FOR DISPOSAL  
OF RUBBISH, RECYCLE, AND STREET SWEEPINGS/  
VACTOR DEBRIS FOR A ONE-YEAR PERIOD WITH  
THE OPTION TO RENEW FOR A SECOND AND THIRD  
YEAR FOR THE SERVICE DEPARTMENT OF THE CITY  
OF BRECKSVILLE; AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to the publication of bids according to law, bids for the Disposal of Rubbish, Recycle, and Street Sweepings/Vactor Debris for the Service Department of the City of Brecksville in accordance with the specifications on file in the office of the Director of Purchasing, were received and opened according to law at 10 a.m. on Tuesday, March 10, 2026.

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

**SECTION 1.** The bid of Rumpke of Northern Ohio, Inc. for Disposal of Rubbish, Recycle and Street Sweepings/Vactor Debris for the Service Department of the City of Brecksville for a one-year period, from April 21, 2026 to April 20, 2027, with the option to renew for a second and third year, in accordance with the specifications on file in the office of the Director of Purchasing be, and the same hereby is, accepted.

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

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

**SECTION 4.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Service Department's need for disposal of rubbish, recycle, and street sweepings/vactor debris, 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: April 7, 2026

APPROVED: April 7, 2026

---

MAYOR

---

CLERK OF COUNCIL

**AN ORDINANCE AMENDING SECTION 373.13 OF  
THE TRAFFIC CODE TITLED “ELECTRIC BICYCLES”;  
AND DECLARING AN EMERGENCY**

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

**SECTION 1.** That Section 373.13 be amended to read as follows:

**“373.13 Electric Bicycles.**

(a) (1) On and after January 1, 2020, manufacturers and distributors of electric bicycles shall permanently affix a label, in a prominent location, to each electric bicycle. The label shall specify whether the electric bicycle is a Class 1, Class 2, or Class 3 electric bicycle, the top assisted speed that the electric bicycle is capable of reaching, and the motor wattage of the electric bicycle. **All electric bicycles shall have fully operational pedals.**

(a) (2) through (d) (1) \* \* \* \* no change

(d) (2) No person **under the age of eighteen (18) years** shall operate or be a passenger on a **Class 1, Class 2, or a** Class 3 electric bicycle unless the person is wearing a protective helmet that meets the standards established by the Consumer Product Safety Commission or the American Society for Testing and Materials.

(e) (1) through (e) (2) \* \* \* \* no change

**(f) In accordance with Brecksville City Ordinance 331.37, electric bicycles are not permitted on sidewalks when the motor is engaged.”**

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

**SECTION 3.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the necessity to update electric bicycle regulations, 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: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

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



EXHIBIT "A"  
MEMORANDUM

Inter-Office

TO: Mayor Kingston / Monica Bartkiewicz

FROM: Daniel R. Grein

DATE: March 27, 2026

RE: AT&T Proposal

---

IT has been working diligently to consolidate services and reduce expenses to the City by eliminating redundant and underutilized services.

Attached is a proposal from AT&T to provide 1 GB Direct Internet Access and IP Flex phone service, including a managed router, to City Hall for all City phone and internet access at a cost of \$2,115.52 per month for 36 months. This proposal would consolidate two existing AT&T phone service accounts into one while also providing internet access.

Additionally, the proposed AT&T service would provide 1 GB Direct Internet Access, delivering improved reliability, performance, and overall service quality compared to the City's current EverStream connection.

**Current AT&T services**

AT&T bills access and phone service separately. For example, items 1 and 2 below together provide phone service for City Hall, while items 3 and 4 together provide phone service for the Community Center. These accounts can be consolidated into a single account, reducing monthly costs.

1. AT&T City Hall IPFlex Access Account #831-000-8557 125 — \$476.32/month
2. AT&T City Hall IPFlex Phone Account #831-000-8557 183 — \$860.90/month
3. AT&T Community Center IPFlex Access Account #831-000-8557 175 — \$476.32/month
4. AT&T Community Center IPFlex Phone Account #831-000-8557 138 — \$860.90/month

**Total current AT&T monthly cost: \$2,674.44**

Once the proposed AT&T service is implemented, the City would also be able to eliminate the following existing internet services:

1. EverStream City-wide Internet Access — \$575.00/month
2. Spectrum City Hall Internet Account #132447401 — \$130.00/month
3. Spectrum Community Center Internet Account #123447901 — \$130.00/month
4. Spectrum Police Internet Account (reduced to TV service only) — \$100.00/month

**Total monthly cost of services to be eliminated: \$935.00**

With the proposed consolidation, the City's current combined monthly cost of these services, \$3,609.44, would be reduced to \$2,115.52 per month.

**Total estimated savings:**

- **\$1,493.92 per month**
- **\$17,927.04 per year**

Thank you for your consideration and support of this request.

Respectfully,

*Daniel R. Grein*  
Daniel R. Grein

Cc: Monica Bartkiewicz

Screenshots from the agreements-

Starting with the 1GBX1GB circuit first-

Port pricing 1GB with Managed router- \$5620= \$618.20

1GB Access listed below at \$739.28

Port \$618.20 +Access \$739.28 = \$1357.48

Contract Id: 5467039

AT&T MA Reference No. eMSA UA III  
AT&T PS Contract ID MIS14940664

AT&T DEDICATED INTERNET  
PRICING SCHEDULE

Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
ADI & ADI w/ Managed Router Discount for the following: <b>89.00%</b>			Incremental Usage Fee Discount for the following: <b>89.00%</b>
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
<b>1000 Mbps</b>	\$4,505	<b>\$5,620</b>	\$28.10

\* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges

**Table 8: Class Of Service Option – Aggregate Billing Option\*\* - Monthly Charges**

Discount: 94.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC **
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\*Not available with MPLS PNT.

**Table 9: Class Of Service Option - Installation Fees**

Discount: 100.00%

Class of Service Undiscounted Installation Fee <sup>#</sup>	\$1,000
---	---------

\*Charges waived for Sites with AT&T BVoIP Service.

# Pricing also applies to Service locations in Alaska.

**Table 10: Local Access without Diversity**

Location Street, City, State, Zip	Access Bandwidth	Local Access Non- Recurring Charge	Local Access Net Monthly Recurring Charge
9069 BRECKSVILLE RD, BRECKSVILLE, OH, 44141-2313	MIS Ethernet Access 1000 Mbps	\$0.00	\$739.38

**Section II: AT&T Business in a Box<sup>SM</sup>**

**Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges**

IP Flex call paths- undiscounted rate is \$84 per call path. 84% discount= \$13.44 per call path. 50 call paths X \$13.44 = \$672.00

**5.3. Broadband Connectivity**

This Pricing Schedule does not include transport necessary for the provision of AT&T Flexible Reach Service, Over Any Transport. Customer must obtain broadband connectivity separately under an AT&T or third-party contract.

**6. RATES**

Discounts are applied to the applicable Service Publication rates.

**7. DISCOUNTS**

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge

**7.1. US DISCOUNTS**

**I. Common Billable Elements**

Item	Type of Charge	Element Discount
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – fixed	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – mobile	Per Usage	20.00%
AT&T IP Flexible Reach Enhanced Features Package Charge	MRC, per Concurrent Call	50.00%

**II. Calling Plan Discounts**

Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	100.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	84.00%	Not available
Telephone Number Charge	MRC, per Number	69.00%	Not available

FYI- Together 1GB circuit costs \$1357.48 and the IP Flex call paths pricing on the agreement of \$672.00. The contract is \$86.04 less monthly than the proposal done by Becky.



**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
City of Brecksville  Street Address: 9069 BRECKSVILLE RD City: CLEVELAND State/Province: OH Zip Code: 44141 Country: United States	AT&T Enterprises, LLC
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Daryl J. Kingston Title: Mayor Street Address: 9069 BRECKSVILLE RD City: CLEVELAND State/Province: OH Zip Code: 44141 Country: United States Telephone: 4405262601 Email: mayorkingston@brecksville.oh.us	Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <b>With a copy (for Notices) to:</b> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable) <input checked="" type="checkbox"/></b>	
Name: Becky Evans Company Name: ABS Communications LLC (RP) Agent Street Address: 51 E Main St City: Norwalk State: OH Zip Code: 44857 Country: United States Telephone: 5132586531 Fax: Email: bekyevans@abscomm.net Agent Code: 50197	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

*Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 5467024*

**AT&T and Customer Confidential Information**

Page 1 of 8  
ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term*</b>	<b>36 months</b>
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

\*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

\*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

**4. RATES (US Mainland, and HI only)**

**Section I: AT&T Dedicated Internet  
 Access Bandwidth -**

**Table 1: DNS Services**

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

**Table 2: ADI Tele – Installation**

**Discount: 86.67%**

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500#	\$1,500**#
10 Gig Ethernet* and up	\$1,500#	\$1,500

\* Service not available with MPLS PNT

**AT&T and Customer Confidential Information**

Page 2 of 8  
 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

\*\*Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

# Pricing also applies to Service locations in Alaska

**Table 3: On-Site Installation**

Discount: 86.67%

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

\* Pricing also applies to Service locations in Alaska.

**Table 4: LAN IP Block Size**

IPv4 LAN IP Block Size	Undiscounted MRC	Discount
/28	\$112	50.00%
/27	\$224	79.50%
/26	\$448	88.50%
/25	\$896	89.50%
/24	\$1,792	0.00%
/23	\$3,584	0.00%
/22	\$7,168	0.00%
/21	\$14,336	0.00%
/20	\$28,672	0.00%
/19	\$57,344	0.00%

**Table 5: Flexible Bandwidth Billing Option – Ethernet\***

ADI & ADI w/Managed Router Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340

**AT&T and Customer Confidential Information**

Page 3 of 8  
 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

<b>ADI &amp; ADI w/Managed Router Discount: 10.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			<b>Incremental Usage Fee Discount: 10.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
<b>Tiered Bandwidth Minimum Commitment</b>	<b>Undiscounted ADI MRC</b>	<b>Undiscounted ADI w/ Managed Router MRC</b>	<b>Undiscounted Incremental Usage Fee</b>
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
<b>ADI &amp; ADI w/ Managed Router Discount for the following:</b>			<b>Incremental Usage Fee Discount for the following:</b>

AT&T and Customer Confidential Information

Page 4 of 8  
 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

<b>ADI &amp; ADI w/Managed Router Discount: 10.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			<b>Incremental Usage Fee Discount: 10.00%</b> Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
<b>ADI &amp; ADI w/ Managed Router Discount for the following: 89.00%</b>			<b>Incremental Usage Fee Discount for the following: 89.00%</b>
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

\* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**Table 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges**

**Discount: 94.00%**

Speed	Class of Service ADI & ADI w/ Managed Router MRC <sup>#</sup>
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750

**AT&T and Customer Confidential Information**

Page 5 of 8  
 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

155 Mbps	\$2,750
----------	---------

\* Charges waived for Sites with AT&T BVoIP Service.

\*\*no real-time class available.

(†) Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 7: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Charges**

**Discount: 94.00%**

Speed	Undiscounted ADI & ADI w Managed Router MRC <sup>#</sup>
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 – 45 Mbps	\$2,750
45.01 – 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 – 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200

**AT&T and Customer Confidential Information**

Page 6 of 8  
 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

Speed	Undiscounted ADI & ADI w Managed Router MRC **
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\* Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 8: Class Of Service Option – Aggregate Billing Option\*\* - Monthly Charges**

**Discount: 94.00%**

Speed	Undiscounted ADI & ADI w Managed Router MRC **
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service.

\*\*Not available with MPLS PNT.

**Table 9: Class Of Service Option - Installation Fees**

**Discount: 100.00%**

Class of Service Undiscounted Installation Fee**	\$1,000
--	---------

\*Charges waived for Sites with AT&T BVoIP Service.

# Pricing also applies to Service locations in Alaska.

**Table 10: Local Access without Diversity**

Location Street, City, State, Zip	Access Bandwidth	Local Access Non- Recurring Charge	Local Access Net Monthly Recurring Charge
9069 BRECKSVILLE RD, BRECKSVILLE, OH, 44141-2313	MIS Ethernet Access 1000 Mbps	\$0.00	\$739.38

**Section II: AT&T Business in a Box<sup>SM</sup>**

**Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges**

**Discount: 100.00%**

Service Component/Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
Base Unit High Bandwidth	\$70
8 Port Analog Module Add-On	\$35

**AT&T and Customer Confidential Information**

Page 7 of 8  
 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

24 Port Analog Module Add-On	\$70
------------------------------	------

\* Pricing also applies to Service locations in Alaska.

**Table 2: On-Site Maintenance (24X7X4) Monthly Charges**

**Discount: 100.00%**

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
Base Unit High Bandwidth	\$95
8 Port Analog Module Add-On	\$40
24 Port Analog Module Add-On	\$80

\* Pricing also applies to Service locations in Alaska.

**Table 3: Life-Cycle Management Charges - Service Charges**

**Discount: 100.00%**

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	\$260
Delete Service	\$500

\* Pricing also applies to Service locations in Alaska.

**Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only**

**Discount: 100.00%**

Class of Service Monthly Charges	\$225*
----------------------------------	--------

\* Pricing also applies to Service locations in Alaska.

**Table 5: IP Version Change**

**Discount: 100.00%**

IP Version Change – Per Site, Per Occurrence	\$500*
--	--------

\* Pricing also applies to Service locations in Alaska.

**Section III: Additional Service Fees**

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

\*Subject to availability, pricing also applies to Service locations in Alaska.

This is the last page of the Pricing Document.

**AT&T and Customer Confidential Information**

Page 8 of 8  
 ASAP!



**AT&T IP FLEXIBLE REACH  
PRICING SCHEDULE**

Customer	AT&T
City of Brecksville  Street Address: 9069 BRECKSVILLE RD City: CLEVELAND State/Province: OH Zip Code: 44141 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Daryl J. Kingston Title: Mayor Street Address: 9069 BRECKSVILLE RD City: CLEVELAND State/Province: OH Zip Code: 44141 Country: United States Telephone: 4405262601 Email: mayorkingston@brecksville.oh.us	Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <b>With a copy (for Notices) to:</b> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
AT&T Solution Provider or Representative Information (if applicable) <input checked="" type="checkbox"/>	
Name: Becky Evans Company Name: ABS Communications LLC (RP) Agent Street Address: 51 E Main St City: Norwalk State: OH Zip Code: 44857 Country: United States Telephone: 5132586531 Fax: Email: beckyevans@abscomm.net Agent Code: 50197	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning (i) the circumstances under which, and (ii) the non-US countries in which, emergency calling (including but not limited to E911 service or its equivalent in other countries) is not or may not be available, as stated and identified in the AT&T Business Voice over IP Services Service Guide found in the SG Library at <http://serviceguidenew.att.com>. Such circumstances include, but are not limited to, relocation of the User's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. For additional Most of World advisories, see section "Additional Terms," sub-heading "Emergency Calling Most of World".

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T and Customer Confidential Information**

Page 1 of 4  
ASAP!

**AT&T IP FLEXIBLE REACH  
 PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T IP FLEXIBLE REACH	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP">http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

**3. MARC**

MARC under this Pricing Schedule	None
----------------------------------	------

**4. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**5. ADDITIONAL TERMS AND CONDITIONS**

**5.1. Emergency Calling Most of World**

<p><b>Emergency Calling Most of World</b></p> <p>At or before Service activation at a Most of World Site with outbound BVoIP calling, Customer certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing Customer access to three-digit emergency dialing services, if AT&amp;T does not provide emergency dialing service and for as long as AT&amp;T provides outbound BVoIP service to that Site. Customer is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. Customer agrees to indemnify and defend AT&amp;T from and against any and all third-party claims and related loss, liability, damage and expense, arising from Customer's failure to perform Customer's obligations outlined in this Section. AT&amp;T's provisioning of outbound BVoIP service is conditioned upon Customer's full compliance with these obligations, and failure to do so is a material breach of this Agreement.</p>
---

**AT&T and Customer Confidential Information**

Page 2 of 4  
 ASAP!

**AT&T IP FLEXIBLE REACH  
 PRICING SCHEDULE**

**5.2. White Pages, Yellow Pages, Directory Assistance**

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.

**5.3. Broadband Connectivity**

This Pricing Schedule does not include transport necessary for the provision of AT&T Flexible Reach Service, Over Any Transport. Customer must obtain broadband connectivity separately under an AT&T or third-party contract.

**6. RATES**

Discounts are applied to the applicable Service Publication rates.

**7. DISCOUNTS**

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge

**7.1. US DISCOUNTS**

**I. Common Billable Elements**

<b>Table A: Common Billable Elements (apply regardless of Underlying Transport Service)</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Element Discount</b>
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – fixed	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – mobile	Per Usage	20.00%
AT&T IP Flexible Reach Enhanced Features Package Charge	MRC, per Concurrent Call	50.00%

**II. Calling Plan Discounts**

<b>Table C: Calling Plan C (IP Local and IP Long Distance Bundle)</b>			
<b>Item</b>	<b>Type of Charge</b>	<b>Calling Plan Discount</b>	<b>AT&amp;T IPTF Bundled Discount</b>
Calling Plan Setup Fee	NRC per Site	100.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	84.00%	Not available
Telephone Number Charge	MRC, per Number	69.00%	Not available

**AT&T and Customer Confidential Information**

Page 3 of 4  
 ASAP!

ps\_bvoip\_newstart v 051425  
 AT&T Solution No. FMO773770715686

**AT&T IP FLEXIBLE REACH  
 PRICING SCHEDULE**

**IV. Underlying Transport Services Support Charges**

<b>Table A: VoIP Module Card (AT&amp;T MIS or AT&amp;T MIS with MPLS PNT Transport Only)</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Discount</b>
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	80.00%

<b>Table C: AT&amp;T IP Flexible Reach Hardware-impacting Move/Add/Change/Delete (MACD) Charges (apply only if AT&amp;T VPN is the Underlying Transport Service)</b>		
<b>Item</b>	<b>Type of Charge</b>	<b>Element Discount</b>
Concurrent Call Change Charge (only if a VQM change is also required)	NRC per occurrence	100.00%

This is the last page of the Pricing Document.

**AT&T and Customer Confidential Information**

Page 4 of 4  
 ASAP!



Sales Contact Information  
Schmeding; Mike  
616-729-4503  
mikeschmeding@abscomm.net

## eSign Fax Cover Sheet

**To:** AT&T Automated Fax Handling Service

**From:**

**Fax:** 877-374-4632 or 877-eSignFax

**Total Pages:** 1  
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: [esign@att.com](mailto:esign@att.com)

To sign via fax:

1. Sign Only the Signature Page with Signature, Title and Date.
2. Fax Only two(2) Pages:
  - a. eSign Fax Cover Page – This Page first, then,
  - b. Signature Page with Contract Id: 5467024  
(see Picture below)



Request Id: 3532944  
Contract Id: 5467024

**Customer Signature Page**

<b>Customer</b>	<b>AT&amp;T</b>			
City of Brecksville Street Address: 9069 BRECKSVILLE RD City: CLEVELAND State/Province: OH Zip Code: 44141 Country: US	AT&T Enterprises, LLC or the AT&T Affiliate(s) (AT&T) identified on Customer's applicable Pricing Schedule(s)			
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Contact (for notices)</b>			
Name: Daryl J. Kingston Title: Mayor Street Address: 9069 BRECKSVILLE RD City: CLEVELAND State/Province: OH Zip Code: 44141 Country: US Telephone: 4405262601 Fax: Email: mayorkingston@brecksville.oh.us Customer Account Number or Master Account:	Street Address: 51 E Main St City: Norwalk State/Province: OH Zip Code: 44857 Country: US  With a copy to: AT&T Enterprises, LLC 208 S.Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>			
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b>				
Name:	Company Name:			
Agent Street Address:	City:	State:	Zip Code:	Country:
Telephone:	Fax:	Email:	Agent Code:	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	Contract IDs:
MASTER_AGREEMENT click <a href="#">here</a> for details or <a href="http://serviceguide.att.com/masteragreement/">http://serviceguide.att.com/masteragreement/</a>	
AT&T_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_CONTRACT_ID_5467039.pdf	5467039
AT&T_IP_FLEXIBLE_REACH_PRICING_SCHEDULE_CONTRACT_ID_5467040.pdf	5467040

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at [http://serviceguidenew.att.com/sg\\_flashPlayerPage/BVOIP](http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP). Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

<b>Customer</b> (by its authorized representative)
By:
Name:
Title:
Date:



## AT&T Multi-Service Agreement

This Multi-Service Agreement is between the customer ("Customer") and the AT&T Affiliate ("AT&T") identified on Customer's applicable Pricing Schedule (each a "Party") and is effective when accepted by the Parties ("Effective Date").

This AT&T Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <https://www.corp.att.com/agreement/> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase AT&T Services, the Parties must execute an applicable Pricing Schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at [www.att.com/aup](http://www.att.com/aup) ("AUP"). Service Publications and the AUP may be amended by AT&T from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the provisions of this MSA and the BSA, the provisions of this MSA take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

**ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

**Services:** "Service" or "Services" means all products and services, domestically and internationally, (including wireless, if applicable) AT&T provides Customer pursuant to this Agreement.

**Execution by Affiliates:** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with such separate, associated contract(s). An "Affiliate" of a party is any entity that controls, is controlled by or is under common control with such party.

**License and Other Terms:** Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

**Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term:** Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

**MARC:** Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

**Termination and Termination Charges:** Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third-party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component,



## AT&T Multi-Service Agreement

respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

**Billing and Disputes:** If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. AT&T must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

**Purchased Equipment:** Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment AT&T sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T passes through to Customer any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

**Privacy:** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T only if it has legal authority to do so.

**Trademarks and Publicity:** Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

**Governing Law:** Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

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

Ordinance No. 5859

**AN ORDINANCE AUTHORIZING A 36-MONTH CONTRACT  
WITH AT&T FOR INTERNET ACCESS AND PHONE  
SERVICE FOR CITY HALL AND THE COMMUNITY  
CENTER; 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 36-month contract with AT&T for Managed Internet Service (Contract ID 5467039) and IP Flexible Reach Phone Service (Contract ID 5467040) for City Hall and the Community Center, as outlined in attached Exhibit "A," at a cost of two thousand, one hundred fifteen dollars and fifty-two cents per month (\$2,115.52).

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

**SECTION 3.** Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that the same relates to the need to reduce the monthly cost of internet and phone service, 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: \_\_\_\_\_ April 7, 2026

APPROVED: \_\_\_\_\_ April 7, 2026

\_\_\_\_\_  
MAYOR

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