



City of Brecksville, Ohio
City Council Regular Meeting
Ralph W. Biggs City Council Chambers
June 2, 2026 – 8:00 PM

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

AGENDA

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

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes

1. Approval of May 19, 2026 City Council Minutes

Unfinished Business

New Business

1. ORD. 5866 - 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
2. ORD. 5867 - an Ordinance amending Chapter 913 titled "Cemeteries" of the Streets and Public Services Code; and declaring an emergency.
3. ORD. 5868 - an Ordinance authorizing the purchase of a replacement sweeper from Best Equipment Co. through the Sourcewell Purchasing Program; and declaring an emergency
4. RES. 5789 - a Resolution authorizing the Mayor to enter into a client service agreement with [Languagers](#) Inc. for interpretation services; and declaring an emergency
5. RES. 5790 - a Resolution accepting a Standard Easement for the installation and maintenance of a Water Main for circulation purposes only within the Woodland of Snowville Phase 3 Residential Development; and declaring an emergency.
6. RES. 5791 - a Resolution accepting the quote of Tyler Technologies, Inc., for the implementation of remote project management for selected Human Services modules of the Enterprise Resource Planning Software System (ERP); and declaring an emergency.

7. RES. 5792 - a Resolution Making Necessary Transfers and Advances Between Certain Funds for the Fiscal Year Ending December 31, 2026; and declaring an emergency
8. RES. 5793 - a Resolution authorizing an Independent Contractor Agreement with Gina Catanzarite dba Brecksville Fitness Studio, LLC for work as the Fitness Instructor, for the year 2026; and declaring an emergency.
9. RES. 5794 - a Resolution authorizing an Independent Contractor Agreement with Claudia Fontana for work as the Pickleball Instructor, for the year 2026: and declaring an emergency.
10. RES. 5795 - a Resolution authorizing an Independent Contractor Agreement with Sobecks Tennis dba Center Court Tennis Club for work as the Tennis Partner, for the year 2026 and declaring an emergency.
11. RES. 5796 - a Resolution authorizing an Independent Contractor Agreement with Beth Kopniske for Massage Services, for the year 2026.; and declaring an emergency.
12. RES. 5797 - a Resolution authorizing an Independent Contractor Agreement with American Performing Arts Network, Julie Mathews for work as the Children's Acting Instructor, for the year 2026; and declaring an emergency.
13. RES. 5798 - a Resolution authorizing an Independent Contractor Agreement with Toni Paoletta/Paint Sip and Socialize, LLC for work as the Art Instructor, for the year 2026; and declaring an emergency.
14. RES. 5799 - a Resolution authorizing an Independent Contractor Agreement with Jason Pierantozzi for work as the Taekwondo Instructor, for the year 2026;and declaring an emergency.
15. RES. 5800 - a Resolution authorizing an Independent Contractor Agreement with Mandy Spisak/Retro Revival LLC for work as the Art Instructor, for the year 2026;and declaring an emergency.
16. RES. 5801 - Resolution authorizing an Independent Contractor Agreement with Cleveland Fencing Academy for work as the Fencing Partner, for the year 2026; and declaring an emergency.
17. RES. 5802 - Resolution authorizing an Independent Contractor Agreement with Diane Bayer for work as the Jazzercise Instructor, for the year 2026; and declaring an emergency.
18. RES. 5803 - a Resolution authorizing an Independent Contractor Agreement with Christina Caruso for work as the Fitness Instructor, for the year 2026; and declaring an emergency..

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

"It's a smile, it's a kiss, it's a sip of wine... it's summertime,"

-Kenny Chesney

Mayor and Safety Director: Daryl Kingston

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

Clerk: Tammy Tabor

MINUTES OF THE MEETING OF THE
CITY OF BRECKSVILLE CITY COUNCIL REGULAR MEETING
HELD: May 19, 2026

Page 1

Call to Order

8:10 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 Chief Bender, Police Chief Korinek, Purchasing Director M. Bartkiewicz, Service Director J. Kickel, CBO S. Packard, Human Services Director Dr. Paciorek, Media Specialist Rylan, Clerk T. Tabor. Christina Lakatos.

Approval of Minutes

1. Approval of May 5, 2026 City Council Minutes

Motion for passage by Ganim, seconded by Koepke.

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

Voting Nay: None.

Abstain: None.

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

New Business

1. RES. 5786 - a Resolution accepting the renewal of the City's Insurance and Risk Management Policies with Wichert Insurance for the period May 25, 2026 through May 25, 2027; and declaring an emergency

Motion for suspension made by Ganim, Seconded by Koepke.

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

Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution 5786.

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

Abstain: None.

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

2. RES. 5787 - a Resolution accepting the quote of GO Assigning LLC to provide Umpire Services for the 2026 youth baseball and softball season; and declaring an emergency

Motion for suspension made by Ganim, Seconded by Koepke.

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

Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution 5787.

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

Abstain: None.

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

3. RES. 5788 - a Resolution adding an exception to the limit for a regular blanket purchase order for Services & Repairs - Vehicle Maintenance; and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.

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

Nays: None.

Motion by Stucky, seconded by Bender, to pass Resolution 5788.

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: May 19, 2026

Page 2

4. ORD. 5864 - 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, Stucky.

Nays: None.

Motion by Stucky, seconded by Bender, to pass Ordinance 5864.

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

Abstain: None.

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

5. ORD. 5865 - an Ordinance amending Ordinance No. 5863 to include the amounts of trade-ins for credit in Section 1; and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.

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

Nays: None.

Motion by Stucky, seconded by Bender, to pass Ordinance 5865.

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

Nays: None

Abstain: None.

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

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

Board of Appeals

Council Member Stucky reported the Board of Zoning Appeals has seven items for Council consideration. The next meeting of the Board of Zoning Appeals will be held June 8th at 7:30 PM.

APPEAL 2026-17

Approval for a variance from Section 1185.03 to allow a fence in front of the building line (not permitted) on a through lot as indicated on the site drawing dated 4/22/2026, located at 10659 Glen Forest Trail, PPN 602-07-028.

Motion for passage by Stucky, seconded by Bender.

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

Nays: None

Abstain: None.

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

APPEAL 2026-18

Approval for a variance from Section 1151.23(a)(2) minimum 90 ft. front yard setback required to allow 82.29 ft. for the construction of a new house located at 6700 Victoria Lane, PPN 603-15-035.

Motion for passage by Stucky, seconded by Bender.

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

Nays: None

Abstain: None.

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

APPEAL 2026-19

Approval for (1) a variance from Section 1151.24 minimum 10 ft. side yard and a minimum 30 ft. total of two side yards to allow 5.25 ft. & 9.66 ft. sides and a total of two side yards at 14.91 ft. and (2) a variance from section 1151.24 minimum 60 ft. rear yard setback to allow 41.6 ft. for a garage addition on a non-conforming house on a non-conforming lot located at 9184 Dogwood Dr, PPN 603-08-089.

Motion for passage by Stucky, seconded by Bender.

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

MINUTES OF THE MEETING OF THE
CITY OF BRECKSVILLE CITY COUNCIL REGULAR MEETING
HELD: May 19, 2026

Page 3

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

APPEAL 2026-20

Approval for a variance from section 1151 .24 minimum 10 foot side yard and minimum 30 foot total of two side yards to allow 5.25 ft. & 9.66 ft. sides and a total of two side yards at 14.91 ft. and (2) a variance from section 1151.24 minimum 60 ft. rear yard setback to allow 41.6 ft. for a garage addition on a non-conforming house on a non-conforming lot located at 9184 Dogwood Dr, PPN 603-08-089

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

APPEAL 2026-21

Approval for a variance from Section 1151.24 minimum 125 ft. front yard setback required to allow 95 ft. for the construction of a garage addition on the rear of a non-conforming house, located at 6955 Oakes Rd, PPN 603-08-021.

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

APPEAL 2026-22

approval for (1) a variance from Section 1151.24 minimum 60 ft. rear yard setback required to allow 36.5 ft. for the construction of a deck located at 9372 Sherwood Trail, PPN 603-13-043

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

Planning Commission

Council President Caruso reported the next meeting of the Planning Commission will be May 21st at 7:00 PM.

Recreation Commission

Council Member Ganim reported the City lost Scott Campbell, a member of our community who was integral and involved as a big pickleball advocate. This Friday May 22nd at 5:00 pm. up at the Pickleball Courts, behind Kid's Quarters, there will be a placard being unveiled honoring him for the Scott Campbell Memorial Courts.

Human Services Advisory Board

Council Member Koepke reported the Human Services Advisory Board will meet at 3:00 PM on June 9th at the Human Services Building.

Reports of Council Committees

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

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

MINUTES OF THE MEETING OF THE
CITY OF BRECKSVILLE CITY COUNCIL REGULAR MEETING
HELD: May 19, 2026

Page 4

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

Buildings & Grounds - Council Member Ganim reported the Committee met earlier and has one item for Council consideration.

Motion to approve a blanket vendor purchase requisition in the amount of \$50,000.00 for the rehabilitation of the Brecksville City Hall Tennis Courts.

Motion for passage by Ganim, seconded by Koepke.

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

Abstain: None.

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

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

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

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

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: No Report.

Director of Service, Joe Kickel: No Report

Director of Purchasing, Monica Bartkiewicz: No Report.

Chief of Police Department, Chief Korinek:

Chief of Fire Department: Chief Bender: No Report.

Report of the Mayor

Mayor Kingston said the Memorial Day Parade will begin on Monday, Memorial Day at 9:00 AM.

Please bring your family to the Highland Cemetery following the parade for a ceremony to honor our soldiers and celebrate our 250th Anniversary.

Adjournment

8:25 PM

Motion to adjourn by Caruso, seconded by Savage.

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

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5866

**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**

WHEREAS, the appropriations heretofore set to certain accounts of the City of Brecksville are insufficient to pay expenses incurred during the fiscal year ending December 31, 2026.

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

SECTION 1. That the Director of Finance be authorized to increase estimated resources and appropriations in the General fund.

728,223.00	Reimbursement – Insurance	R1100153-02820
333,123.00	Reimbursable Damages	1100150-21060
13,100.00	Machinery & Equipment	C1100210-33000
382,000.00	Machinery & Equipment	C1100630-33000

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 make adjustments to appropriations of the City, 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: June 2, 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

Office of the Service Director

DATE: May 26, 2026

TO: Dan Bender
Chairperson, Legislation Committee

Mayor Daryl J. Kingston
Council Members

FROM: Joseph Kickel, Service Director *JK*

SUBJECT: 2026 Proposed Cemetery Ordinance Update

We are seeking Council's consideration and approval of legislation that has been prepared to update the Brecksville Cemetery Ordinance, Part Nine, Title Three, Chapter 913. The Cemetery Ordinance has not been updated since 2003, and the proposed revisions are attached for your review.

The proposed updates include recommended increases to cemetery sale pricing, as well as headstone foundation and installation fees. Research was conducted to compare rates charged by other comparable local municipalities with cemeteries. That information is also attached for your review. We are also recommending that fees associated with the construction and setting of a Veteran headstone be waived. In addition to costs, we are recommending a few procedure changes throughout the chapter as well.

As always, I am available for questions regarding this update.

JK/kc
Attachment

cc: Monica Bartkiewicz, Purchasing Director
Laura Starosta, Finance Director



9069 Brecksville Road ° Brecksville, Ohio 44141 ° (440)526-4351 Fax: (440)526-8708

CHAPTER 913. CEMETERIES¹

Sec. 913.01. Rules for lot sale and burial.

The rules and regulations for the operation of the municipal cemeteries within the City of Brecksville shall be as follows, and as provided in other applicable sections of this chapter:

- (a) Cemetery lots, burial spaces, graves, and columbarium niches may be sold only to persons or their estate representative who on the date of purchase are, or were, and for one year or more next preceding such date have or had been bona fide residents of the municipality or on such date are, or were, and for one year or more next preceding such date have or had been owners of real property located in the municipality, except that no more than one burial space may be sold to any other person and only for the sole purpose of burying therein the deceased spouse of any person then buried in the same cemetery or for the sole purpose of burying therein any former elected or appointed official of the City of Brecksville.
- (b) Only the following persons may be buried in any of the cemeteries maintained by the municipality: The owner of record or qualified grantee of any cemetery lot, grave or burial space therein, columbarium niche, his or her parents or grandparents, children and grandchildren, and any person who at the date of his or her death is the husband, wife, daughter-in-law or son-in-law of the owner of record, whether then living or deceased, and any blood relative of such record owner.
- (c) Upon the death of an owner, it is the duty of the heirs, devisees to file with the Sexton of Cemeteries competent proof of their right to the continued use and ownership of the cemetery lot, grave or columbarium niche. Further burials may not be permitted until such proof is presented and accepted.
- (d) The Mayor, upon the approval of a majority of the members elected or appointed to Council, may waive the provisions of subsections (a) and/or (b) hereof upon the express finding of the existence of extenuating or mitigating circumstances, which, in the sole discretion of the Mayor and Council, warrant the waiver of either or both of such subsections.
- (e) The owner of any cemetery lot, grave or burial space, or columbarium niche, may at any time convey same to the municipality and receive therefor the original purchase price paid, but no owner of any cemetery lot, burial space or grave, or columbarium niche, shall sell or offer the same for sale except to this municipality.
- (f) Cemetery lots, burial spaces, graves, and columbarium niches will only be sold upon death in accordance with will only be sold upon death shall only be conveyed exclusively at the time of need, consistent with the provisions set forth in accordance with the provisions of subsections (a) through (e) above and all other applicable sections of this Chapter.

('64 Code, § 913.01; Ord. 2919, passed 11-3-87; Am. Ord. 3986, passed 10-15-02; Am. Ord. 4068, passed 11-18-03)

Cross reference(s)—Penalty, see § 913.99.

¹State law reference(s)—Allowing for burials to be prohibited, see ORC 759.05.

State law reference(s)—Union cemeteries, see ORC 759.27.

Sec. 913.02. Lot ownership, boundaries and size.

- (a) The deed or certificate of ownership to any cemetery lot, grave or burial space, columbarium niche, in any municipal cemetery conveys only the right of burial as provided in subsection 913.01(b) of this chapter. The title to the land remains in the municipality and its successors or assigns. When a cemetery lot, grave or burial space, or columbarium niche is conveyed to two or more persons, they shall have equal rights of burial therein. All cemetery lots, graves or burial spaces, columbarium niches in any of the municipal cemeteries are exempt from taxation and cannot be seized for debt nor attached by any process at law and cannot be mortgaged.
- (b) No sale, transfer or assignment of the certificate of ownership or deed of any cemetery lot shall be valid without the consent thereto of the Service Director. When any person acquires a lot by transfer, the deed or certificate of ownership shall be presented to the Director of Public Service for a proper record thereof.
- (c) The municipality shall retain control and supervision of all cemetery lots, graves, burial spaces, or columbarium niches which have been sold. It shall be the duty of the Director of Public Service to enter upon any such cemetery lot, grave or burial space and modify or remove any structure, object, planting or adornment on such cemetery lot, grave or burial space which may have been erected or placed thereon in violation of the rules and regulations governing the cemetery.
- (d) The ownership of a deed or certificate of ownership to any cemetery lot, graves, burial space, or columbarium niche in any municipal cemetery does not confer any right to do any planting or to erect any monument, headstone, mausoleum, monumental vase or any other structure thereon, except in accordance with the rules and regulations of as approved by City Council.
- (e) If any permanent planting of trees or shrubbery by the owner of any cemetery lot, graves or burial space shall be approved by the Director of Public Service, the trees or shrubs shall become the property of the municipality. If any tree or shrub standing on any cemetery lot, graves, burial space shall by reason of disease or decay or by means of its roots or branches or otherwise become detrimental to adjacent lots, walks or driveways, the Director of Public Service shall cause the removal of such tree or shrub or any part thereof as in his or her sole judgment may be necessary.
- (f) The boundaries of all cemetery lots or graves in the municipal cemeteries are designated by cornerstones set by the municipality. The locations of any cornerstones shall not project above the surface of the ground.
- (g) A cemetery lot in Sections 3 and 4 of the Highland Drive Cemetery shall consist of four burial spaces. One or more burial spaces in any cemetery lot may be sold to any person permitted under this chapter to purchase a cemetery lot, burial space or grave.

('64 Code, § 913.02; Ord. 2236, passed 7-6-76; Am. Ord. 3986, passed 10-15-02)

Cross reference(s)—Penalty, see § 913.99.

Sec. 913.03. Lot sale price; terms of payment.

- (a) The price of graves in the Highland Drive Cemetery, Riverside Cemetery and any future cemeteries shall be ~~\$800.00~~^{\$599.00} except:
 - (1) In the Baby Section at Highland Drive Cemetery, which shall be ~~\$64.00~~^{\$49.00} per grave space;
 - (2) In Section 1, 1A, 1B, and 2 at Highland Drive Cemetery, which shall be ~~\$1200.00~~^{\$759.00} per grave space;
and
 - (3) In Section 5 at Highland Drive Cemetery, which is noted in subsection (b) of this section.

Created: 2026-01-07 13:24:59 [EST]

(Supp. No. 5)

(b) In Section 5 of the Brecksville Highland Drive Cemetery, the prices for interment spaces are as follows:

- (1) Cremation graves (three-feet by three-feet) shall be ~~\$360.00~~~~225.00~~ per grave. A cremation grave may contain no more than two cremation urns placed one above the other.
- (2) Graves which are permitted to have only flush headstones shall be ~~\$520.00~~~~325.00~~ per grave. One cremation urn shall be permitted to be placed in the same grave with one casket regardless of the order of placement.
- (3) Graves which are permitted to have raised markers shall be ~~\$720.00~~~~450.00~~ per grave. One cremation urn shall be permitted to be placed in the same grave with one casket regardless of the order of placement. A flush headstone in lieu of a raised marker may be permitted on these graves.
- (4) Graves which are permitted to have upright monuments (a monument being a structure consisting of two components) shall be ~~\$800.00~~~~500.00~~ per grave. One cremation urn shall be permitted to be placed in the same grave with one casket regardless of the order of placement. A raised marker or flush headstone in lieu of an upright monument may be permitted on these graves.
- (5) A niche in a columbarium shall be calculated at the time of the purchase and installation of each individual columbarium by dividing the actual cost of the purchase and installation of the individual columbarium by the total number of niches~~\$500.00~~. This niche may contain not more than two cremation urns.
- (6) Graves that are designated for the use of monuments may be converted into raised marker graves.
- (7) Full sized graves may contain no more than two cremation urns in lieu of containing a casket.

(c) When any sale or authorized transfer of a cemetery lot or grave space is made, the municipality shall give a deed in conformity with ORC 517.07—517.11 and 759.14—759.17, conveying only the burial rights provided for by this chapter and not ownership of the lot or grave space described therein.

(d) All lots shall be paid for in cash at the time of purchase.

('64 Code, § 913.03; Ord. 2236, passed 7-6-76; Am. Ord. 2511, passed 8-5-80; Am. Ord. 3986, passed 10-15-02; Am. Ord. 4823, passed 2-4-14)

Sec. 913.04. Grades and planting.

- (a) The grade of all cemetery grounds shall be established by the municipality. The Director of Public Service shall, as nearly as practicable, bring the surface of all cemetery lots, graves or burial spaces to the existing established grades.
- (b) An owner of any cemetery lot, grave or burial space shall not be permitted to change the grade of any cemetery lot, grave or burial space to conform to a raised marker, monument or for any other purpose.
- (c) No fences, walls, hedges, posts, chains, curbing or enclosures of any kind around any cemetery lot, grave or burial space shall be permitted.
- (d) No plants, shrubs, trees, potted plants, benches, chairs or planters, trellises, candles, statues or other items shall be permitted on any grave or burial space. A wooden cross, the size and location of which as approved by the Director of Public Service, is permitted as a temporary marker for a period not to exceed one year from the date of burial. The use of flower receptacles projecting above ground level are prohibited. Only ground level metal bouquet holders of the kind and size available at the office of the Director of Public Service may be used. In Section 5 of the Highland Drive Cemetery, annual flowers may be planted in mulched headstone/marker/ monument areas within the boundaries of an owner's cemetery lot or grave. All holiday decorations, religious symbols and wreaths may be placed no earlier than thirty (30)~~45~~ days prior to a

Created: 2026-01-07 13:24:59 [EST]

(Supp. No. 5)

national or religious holiday and must be removed within ~~thirty (30)~~45 days after such national or religious holiday.

('64 Code, § 913.04; Ord. 2236, passed 7-6-76; Am. Ord. 3986, passed 10-15-02; Am. Ord. 4252, passed 5-2-06)

Cross reference(s)—Penalty, see § 913.99.

Commented [CK1]: Change to 30 days prior and 30 days after.

Sec. 913.05. Interments; rules and charges.

- (a) No interment may be made unless the body or remains is accompanied by a burial permit.
- (b) The location of graves upon a cemetery lot shall be designated by the Director of Public Service.
- (c) The charge for interment, opening and closing of a grave, providing green carpet, the use of a mechanical lowering device and the final leveling and seeding of the grave site shall be as follows:
 - (1) For a grave in the Baby Section the charge shall be ~~\$350.00~~100.00 per grave.
 - (2) For a full-sized grave the charge shall be ~~\$700.00~~200.00 per grave.
 - (3) For burial of remains in the case of cremation the charge shall be ~~\$350.00~~100.00. For the placement of remains in a niche of any columbarium the charge shall be ~~\$350.00~~100.00.
 - (4) An additional fee of ~~\$300.00~~200.00 shall be required for Saturday and holiday burials and ~~\$125.00~~100.00 for the burial or placement of a cremation urn.
 - (5) When a body is to be exhumed the fee will be as determined by the Director of Public Service and payable at the time the request for exhumation is made.
- (d) All burials shall be in graves equipped with concrete vaults constructed in accordance with specifications on file in the office of the Director of Public Service, and installed by persons skilled in such work. In the case of cremations, all burials shall be in crematory urns constructed so as to constitute an air-tight, water-tight container.
- (e) All charges for the opening and closing of a grave are due and payable when the request is made. Unless special permission is obtained from the Director of Public Service, two-days' notice is required for the preparation of a grave.
- (f) Interments on Sunday are not permitted except with the approval of the Director of Public Service.
- (g) No more than one casket shall be placed in one burial space or one grave, and no more than four crematory urns shall be placed in one grave site, except as provided in subsection 913.03(b)(7) of this chapter.

('64 Code, § 913.05; Ord. 2236, passed 7-6-76; Am. Ord. 2511, passed 8-5-80; Am. Ord. 2702, passed 2-21-84; Am. Ord. 3986, passed 10-15-02)

Commented [CK2]: We say three business days

Sec. 913.06. Disinterments.

Notice shall be given to the Cemetery Sexton of a desire to disinter a body or other remains. The date and time of such disinterment shall be at the discretion of the Director of Public Service. A disinterment may only occur if the Cemetery Sexton is first provided in writing the appropriate consent or authority to perform such disinterment in accordance with the following:

- (a) Upon the issuance of a court order from a court of competent jurisdiction.
- (b) The duly appointed administrator of the estate of the individual sought to be disinterred.
- (c) The surviving spouse of the deceased.

Created: 2026-01-07 13:24:59 [EST]

(Supp. No. 5)

- (d) In the event there is no surviving spouse, then an adult child of the deceased provided that all other surviving adult children of the deceased consent in writing to such disinterment.
- (e) In the event there is no surviving spouse or surviving adult children, then the parent of the deceased provided that the other surviving parent of the deceased consents in writing to such disinterment.
- (f) No other individual, who is not listed in subsection (b) through (e) of this section, shall be entitled to disinter the body or remains of any individual in the absence of court order from a court of competent jurisdiction.

(Ord. 3986, passed 10-15-02)

Sec. 913.07. Monuments and headstones.

- (a) No monument may be erected or placed in any municipal cemetery until its size and proposed location upon any cemetery lot, grave or burial space shall have been approved by the Director of Public Service.
- (b) Monuments, monumental urns, headstones and markers shall be set with reasonable uniformity of as to line, grade and setting. To maintain such uniformity the Director of Public Service may reset any such structure at the expense of the municipality. The location of headstones or other markers on smaller lots shall be as designated by the Director of Public Service.
- (c) No monument shall be placed nearer than one foot to the boundary line on the cemetery lot or grave on which it stands. Its base shall not exceed one-half of the width of the cemetery lot or grave nor more than 25 percent of the area of the cemetery lot or grave. The foundation for all monuments, headstones or markers shall be of like construction and built under the direction of the Director of Public Service. The cemetery lot or grave owner shall pay for the construction of the foundation at the rate of the actual cost of labor and materials at the time of construction ~~\$15.00 per square foot, with a minimum charge of \$30.00.~~ Payment shall be made when the request is made. The cost of constructing a Veteran headstone foundation shall be waived.
- (d) No headstone shall be placed nearer than six inches to the cemetery lot line or grave border. The cemetery lot or grave owner shall pay ~~the a fee of \$44.00 or~~ actual costs of labor and materials, whichever is greater, for the base and setting of an individual marker not over 24 inches long; ~~a fee of \$54.00 or the actual costs of labor and materials, whichever is greater,~~ for the base and setting of a double headstone up to 36 inches long; and ~~a fee of \$64.00 or the actual costs of labor and materials, whichever is greater,~~ for the base and setting of a double headstone 48 inches long. The cost of setting a Veteran headstone shall be waived.
- (e) Only one headstone or grave marker may be placed upon any one grave, except in the case of an approved military headstone, and no headstone or marker more than 24 inches long or more than 12 inches wide or less than four inches thick may be used in any cemetery. The location of any headstone or marker shall first be approved by the Director of Public Service.
- (f) No monuments, headstones or markers shall be set in any of the cemeteries between May 20 and May 31, inclusive, of each year. In Sections 3 and 4 of the Highland Drive Cemetery, all headstones or markers hereinafter installed shall be granite or bronze flush with the ground surface to meet cemetery regulations.
- (g) In Section 5 of the Highland Drive Cemetery:
 - (1) Only single, flush headstones or flush markers shall be permitted on graves in the Cremation Section.
 - (2) All plaques on columbarium niches shall be of uniform design as determined by the Cemetery Sextant. The cost of engraving the columbarium plaque shall be the actual cost at the time of inscription. ~~is included in the purchase price of the niche.~~

Created: 2026-01-07 13:24:59 [EST]

(Supp. No. 5)

-
- (3) Flush headstones shall conform with subsection (e) listed above; raised headstones markers and monuments shall not be wider than 12 inches.
 - (4) A minimum of two graves located directly contiguous to each other must be purchased to erect a monument. The length of the monument shall not exceed six feet; if six graves located directly contiguous to each other, are purchased, the length of the monument shall not exceed eight feet.
 - (5) There shall be a height limit of six feet for all raised headstones, markers and monuments.
 - (6) Where there is a monument which contains only the last name of the family, a single, flush head or foot stone may be placed on a burial space with the individual's name and dates of birth and death.

('64 Code, § 913.06; Ord. 2236, passed 7-6-76; Am. Ord. 2511, passed 8-5-80; Am. Ord. 3986, passed 10-15-02; Am. Ord. 4923, passed 4-7-15)

Cross reference(s)—Penalty, see § 913.99.

Sec. 913.08. Rules of conduct.

- (a) Cemeteries are established for the burial of the dead and to perpetuate their memory. All visitors shall respect the solemnity of the municipal cemeteries.
- (b) No person shall discharge firearms within any municipal cemetery, except at military funerals, Memorial Day exercises or other occasions approved by the Director of Public Service.
- (c) No hunting of any kind is permitted within the limits of any municipal cemetery.
- (d) All persons are prohibited from cutting or removing any plants or flowers, whether wild or cultivated, in any municipal cemetery and are further prohibited from cutting, trimming or injuring any tree or shrub or marring any monument or landmark or in any way defacing the cemetery grounds.
- (e) No person shall deposit any debris or waste material of any kind at any place within the municipal cemeteries except in receptacles provided therefor.
- (f) The placing of any advertisement of any nature anywhere within a municipal cemetery is prohibited.
- (g) The use of bicycles in all cemeteries is limited to paved areas only. The speed of motor vehicles within the cemeteries shall not exceed 15 miles per hour.
- (h) No animals of any kind, except for guide dogs or other animals used in the assistance of disabled individuals, are permitted within any of the municipal cemeteries. The walking or exercising of dogs within any of the municipal cemeteries is strictly prohibited.
- (i) Only vehicles of those people who are visiting or working in the municipal cemeteries are permitted. All vehicles shall be parked so that all tires of such vehicles shall be located on the hard surface of the cemetery roadway.
- (j) No person shall enter upon any municipal cemetery grounds during the hours from sundown to sunup except upon written permission of the Director of Public Service. Any person found within any municipal cemetery grounds during such hours without written permission of the Director of Public Service shall be prima-facie guilty of trespass, and upon being found guilty thereof shall be subject to punishment as provided in section 913.99 of this chapter.

('64 Code, § 913.07; Ord. 2236, passed 7-6-76; Am. Ord. 3986, passed 10-15-02; Am. Ord. 4252, passed 5-2-06)
Penalty, see § 913.99

Created: 2026-01-07 13:24:59 [EST]

(Supp. No. 5)

Sec. 913.09. Police powers of Director of Public Service.

The Director of Public Service is hereby appointed as a special police officer of the municipality with full power and authority to enforce the laws of the state and this chapter in and about the municipal cemeteries, and is authorized to arrest without warrant and bring before the proper authorities any person he or she may find violating state law or the terms of this chapter. This section shall in no way limit the power or authority of police and other authorized personnel to enforce the laws of the State of Ohio or of this municipality.

('64 Code, § 913.08; Ord. 2236, passed 7-6-76; Am. Ord. 3986, passed 10-15-02)

Sec. 913.99. Penalty.

- (a) Whoever violates subsection 913.07(j) of this chapter shall be deemed guilty of a misdemeanor of the first degree.
- (b) Whoever violates any other provision of this chapter or any lawful order of the Director of Public Service shall be deemed guilty of a minor misdemeanor.
- (c) Whoever commits any other crime or other type of offense within the boundaries of any municipal cemetery not specifically mentioned in this chapter, said individual shall be punished as may be provided in that applicable law.

('64 Code, § 913.99; Ord. 2236, passed 7-6-76; Am. Ord. 3986, passed 10-15-02)

City	Burial Spaces			
	Cremation Only	Columbarium	Full Size - Flush Monument	Full Size- Upright Monument
Brecksville	\$225.00	\$500.00	\$500.00	\$750.00
Chardon	N/A	\$1,000.00	\$750.00	\$750.00
Hudson	\$522.00	\$1,688.00	\$912.00	\$912.00
Medina	\$300.00	\$2,250.00 - \$3,250.00	\$650.00-\$850.00	\$650.00-\$850.00
Richfield Township*	\$500.00	\$1,500.00	\$1,000.00	\$1,000.00
North Royalton	N/A	N/A	\$600.00 - \$700.00	\$600.00 - \$700.00
City	Open/Closing Costs - Grave Preperation Costs			
	Resident Full Casket Burial Monday - Friday	Resident Full Casket Burial Saturday	Resident Cremation Burial Monday - Friday	Resident Cremation Burial Saturday
Brecksville	\$200.00	\$400.00	\$100.00	\$200.00
Chardon	\$675.00	\$900.00	\$500.00	\$650.00
Hudson	\$1,340.00	\$1,708.00	\$697.00	\$884.00
Medina	\$600.00	\$900.00	\$350.00	\$450.00
Richfield Township*	\$600.00	\$900.00	\$300.00	\$600.00
North Royalton	\$550.00	\$1,100.00	\$200.00	\$400.00
City	Disinterment Full Casket Monday - Friday	Disinterment Cremation Monday - Friday		
	determined at time by Director of Public Service	determined at time by Director of Public Service		
Brecksville				
Chardon	\$1,250.00	\$1,250.00		
Hudson	\$2,011.00	\$275.00		
Medina	\$2,000.00	\$600.00		
Richfield Township*	\$1,500.00	\$300.00		
North Royalton	\$850.00	\$850.00		
City	Head Stone Foundation & Installation			
	Single - (12 x 24")	Double - (12 x 48")	Double short -(12 x 36")	
Brecksville**	\$60.00	\$80.00	\$70.00	
Chardon	\$200.00	\$400.00	\$300.00	
Hudson	\$280.00	\$560.00	\$420.00	
Medina	\$216.00	\$432.00	\$324.00	
Richfield Township*	\$160.00	\$280.00	N/A	
North Royalton	\$175.00	\$375.00	\$300.00	

* Richfield Township is in the process of reviewing and increasing their charges.

** Brecksville's current foundation fee is based on the cost for the city to purchase the precast foundation

**AN ORDINANCE AMENDING CHAPTER 913
TITLED “CEMETERIES” OF THE STREETS
AND PUBLIC SERVICES CODE;
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 Chapter 913 of the Streets and Public Services Code be amended
to read as follows:

“CHAPTER 913. - CEMETERIES

Sec. 913.01. – Rules for lot sale and burial.

The rules and for the operation of the municipal cemeteries within the City of
Brecksville shall be as follows, and as provided in other applicable sections of this chapter:

(a) through (e) * * * * No Change

**(f) Cemetery lots, burial spaces, graves, and columbarium niches will only be
sold upon death in accordance with subsections (a) through (e) above and all
other applicable sections of this Chapter.**

Sec. 913.02. – Lot ownership, boundaries and size. * * * * (No Change)

Sec. 913.03 - Lot sale price; terms of payment.

(a) The price of graves in the Highland Drive Cemetery, Riverside Cemetery and
any future cemeteries shall be \$500.00 ~~\$800.00~~ except:

(1) In the Baby Section at Highland Drive Cemetery, which shall be \$40.00
~~\$64.00~~ per grave space;

(2) In Section 1, 1A, 1B, and 2 at Highland Drive Cemetery, which shall be
~~\$750.00~~ ~~\$1,200.00~~ per grave space; and

(3) In Section 5 at Highland Drive Cemetery, which is noted in subsection (b)
of this section.

(b) In Section 5 of the Brecksville Highland Drive Cemetery, the prices for
interment spaces are as follows:

- (1) Cremation graves (three-feet by three-feet) shall be ~~\$225.00~~ **\$360.00** per grave. A cremation grave may contain no more than two cremation urns placed one above the other.
- (2) Graves which are permitted to have only flush headstones shall be ~~\$325.00~~ **\$520.00** per grave. One cremation urn shall be permitted to be placed in the same grave with one casket regardless of the order of placement.
- (3) Graves which are permitted to have raised markers shall be ~~\$450.00~~ **\$720.00** per grave. One cremation urn shall be permitted to be placed in the same grave with one casket regardless of the order of placement. A flush headstone in lieu of a raised marker may be permitted on these graves.
- (4) Graves which are permitted to have upright monuments (a monument being a structure consisting of two components) shall be ~~\$500.00~~ **\$800.00** per grave. One cremation urn shall be permitted to be placed in the same grave with one casket regardless of the order of placement. A raised marker or flush headstone in lieu of an upright monument may be permitted on these graves.
- (5) A niche in a columbarium shall be ~~\$500.00~~ **calculated at the time of the purchase and installation of each individual columbarium by dividing the actual cost of the purchase and installation of the individual columbarium by the total number of niches.** This niche may contain not more than two cremation urns.
- (6) Graves that are designated for the use of monuments may be converted into raised marker graves.
- (7) Full sized graves may contain no more than two cremation urns in lieu of containing a casket.
- (c) When any sale or authorized transfer of a cemetery lot or grave space is made, the municipality shall give a deed in conformity with ORC 517.07—517.11 and 759.14—759.17, conveying only the burial rights provided for by this chapter and not ownership of the lot or grave space described therein.
- (d) All lots shall be paid for in cash at the time of purchase.

Sec. 913.04 – Grades and planting.

- (a) through (c) * * * * No Change
- (d) No plants, shrubs, trees, potted plants, benches, chairs or planters, trellises, candles, statues or other items shall be permitted on any grave or burial space. A wooden cross, the size and location of which as approved by the Director of Public Service, is permitted as a temporary marker for a period not to exceed one year from the date of burial. The use of flower receptacles projecting above ground

level are prohibited. Only ground level metal bouquet holders of the kind and size available at the office of the Director of Public Service may be used. In Section 5 of the Highland Drive Cemetery, annual flowers may be planted in mulched headstone/marker/ monument areas within the boundaries of an owner's cemetery lot or grave. All holiday decorations, religious symbols and wreaths may be placed no earlier than ~~45~~ **30** days prior to ~~and 30 days after~~ a national or religious holiday and must be removed within ~~45~~ **(30)** days **prior and 30 days** after such national or religious holiday.

Sec. 913.05. - Interments; rules and charges.

- (a) No interment may be made unless the body or remains is accompanied by a burial permit.
- (b) The location of graves upon a cemetery lot shall be designated by the Director of Public Service.
- (c) The charge for interment, opening and closing of a grave, providing green carpet, the use of a mechanical lowering device and the final leveling and seeding of the grave site shall be as follows:
 - (1) For a grave in the Baby Section the charge shall be ~~\$100.00~~ **\$350.00** per grave.
 - (2) For a full-sized grave the charge shall be ~~\$200.00~~ **\$700.00** per grave.
 - (3) For burial of remains in the case of cremation the charge shall be ~~\$100.00~~ **\$350.00**.
For the placement of remains in a niche of any columbarium the charge shall be ~~\$100.00~~ **\$350.00**.
 - (4) An additional fee of ~~\$200.00~~ **\$300.00** shall be required for Saturday and holiday burials and ~~\$100.00~~ **\$125.00** for the burial or placement of a cremation urn.
 - (5) When a body is to be exhumed the fee will be as determined by the Director of Public Service and payable at the time the request for exhumation is made.
- (d) All burials shall be in graves equipped with concrete vaults constructed in accordance with specifications on file in the office of the Director of Public Service, and installed by persons skilled in such work. In the case of cremations, all burials shall be in crematory urns constructed so as to constitute an air-tight, water-tight container.
- (e) All charges for the opening and closing of a grave are due and payable when the request is made. Unless special permission is obtained from the Director of Public Service, ~~two days'~~ **three business days'** notice is required for the preparation of a grave.
- (f) Interments on Sunday are not permitted except with the approval of the Director of Public Service.

- (g) No more than one casket shall be placed in one burial space or one grave, and no more than four crematory urns shall be placed in one grave site, except as provided in subsection 913.03(b)(7) of this chapter.

Sec. 913.06. - Disinterments. * * * * (No Change)

Sec 913.07. - Monuments and headstones.

- (a) No monument may be erected or placed in any municipal cemetery until its size and proposed location upon any cemetery lot, grave or burial space shall have been approved by the Director of Public Service.
- (b) Monuments, monumental urns, headstones and markers shall be set with reasonable uniformity of as to line, grade and setting. To maintain such uniformity the Director of Public Service may reset any such structure at the expense of the municipality. The location of headstones or other markers on smaller lots shall be as designated by the Director of Public Service.
- (c) No monument shall be placed nearer than one foot to the boundary line on the cemetery lot or grave on which it stands. Its base shall not exceed one-half of the width of the cemetery lot or grave nor more than 25 percent of the area of the cemetery lot or grave. The foundation for all monuments, headstones or markers shall be of like construction and built under the direction of the Director of Public Service. The cemetery lot or grave owner shall pay for the construction of the foundation at the rate of \$15.00 per square foot, with a minimum charge of \$30.00 **the actual cost of labor and materials at the time of construction.** Payment shall be made when the request is made. **The cost of constructing a Veteran headstone foundation shall be waived.**
- (d) No headstone shall be placed nearer than six inches to the cemetery lot line or grave border. The cemetery lot or grave owner shall pay a fee of \$44.00 or **the actual costs of labor and materials, whichever is greater,** for the base and setting of an individual marker not over 24 inches long; a fee of \$54.00 or **the actual costs of labor and materials, whichever is greater,** for the base and setting of a double headstone up to 36 inches long; and a fee of \$64.00 or **the actual costs of labor and materials, whichever is greater,** for the base and setting of a double headstone 48 inches long. **The cost of setting a Veteran headstone foundation shall be waived.**
- (e) Only one headstone or grave marker may be placed upon any one grave, except in the case of an approved military headstone, and no headstone or marker more than 24 inches long or more than 12 inches wide or less than four inches thick may be used in any cemetery. The location of any headstone or marker shall first be approved by the Director of Public Service.
- (f) No monuments, headstones or markers shall be set in any of the cemeteries between May 20 and May 31, inclusive, of each year. In Sections 3 and 4 of the

Highland Drive Cemetery, all headstones or markers hereinafter installed shall be granite or bronze flush with the ground surface to meet cemetery regulations.

- (g) In Section 5 of the Highland Drive Cemetery:
- (1) Only single, flush headstones or flush markers shall be permitted on graves in the Cremation Section.
 - (2) All plaques on columbarium niches shall be of uniform design as determined by the Cemetery Sextant. The cost of engraving the columbarium plaque is included in the purchase price of the niche **shall be the actual cost at the time of inscription.**
 - (3) Flush headstones shall conform with subsection (e) listed above; raised headstones markers and monuments shall not be wider than 12 inches.
 - (4) A minimum of two graves located directly contiguous to each other must be purchased to erect a monument. The length of the monument shall not exceed six feet; if six graves located directly contiguous to each other, are purchased, the length of the monument shall not exceed eight feet.
 - (5) There shall be a height limit of six feet for all raised headstones, markers and monuments.
 - (6) Where there is a monument which contains only the last name of the family, a single, flush head or foot stone may be placed on a burial space with the individual's name and dates of birth and death.

Sec. 913.08. - Rules of conduct. * * * * (No Change)

Sec. 913.09. Police powers of Director of Public Service. * * * * (No Change)

Sec. 913.99. Penalty. * * * * (No Change)”

SECTION 2. That Chapter 913 as it existed prior to the effective date of this Ordinance be, and the same hereby is, repealed.

SECTION 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to update CHAPTER 913. CEMETERIES of the code, 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

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5867

**AN ORDINANCE AMENDING CHAPTER 913
TITLED “CEMETERIES” OF THE STREETS
AND PUBLIC SERVICES CODE;
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 Chapter 913 of the Streets and Public Services Code be amended to read as follows:

“CHAPTER 913. - CEMETERIES

Sec. 913.01. – Rules for lot sale and burial.

The rules and for the operation of the municipal cemeteries within the City of Brecksville shall be as follows, and as provided in other applicable sections of this chapter:

(a) through (e) * * * * No Change

(f) Cemetery lots, burial spaces, graves, and columbarium niches will only be sold upon death in accordance with subsections (a) through (e) above and all other applicable sections of this Chapter.

Sec. 913.02. – Lot ownership, boundaries and size. * * * * (No Change)

Sec. 913.03 - Lot sale price; terms of payment.

(a) The price of graves in the Highland Drive Cemetery, Riverside Cemetery and any future cemeteries shall be ~~\$500.00~~ **\$800.00** except:

(1) In the Baby Section at Highland Drive Cemetery, which shall be ~~\$40.00~~ **\$64.00** per grave space;

(2) In Section 1, 1A, 1B, and 2 at Highland Drive Cemetery, which shall be ~~\$750.00~~ **\$1,200.00** per grave space; and

(3) In Section 5 at Highland Drive Cemetery, which is noted in subsection (b) of this section.

(b) In Section 5 of the Brecksville Highland Drive Cemetery, the prices for interment spaces are as follows:

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5867

- (1) Cremation graves (three-feet by three-feet) shall be ~~\$225.00~~ **\$360.00** per grave. A cremation grave may contain no more than two cremation urns placed one above the other.
- (2) Graves which are permitted to have only flush headstones shelf shall be ~~\$325.00~~ **\$520.00** per grave. One cremation urn shall be permitted to be placed in the same grave with one casket regardless of the order of placement.
- (3) Graves which are permitted to have raised markers shall be ~~\$450.00~~ **\$720.00** per grave. One cremation urn shall be permitted to be placed in the same grave with one casket regardless of the order of placement. A flush headstone in lieu of a raised marker may be permitted on these graves.
- (4) Graves which are permitted to have upright monuments (a monument being a structure consisting of two components) shall be ~~\$500.00~~ **\$800.00** per grave. One cremation urn shall be permitted to be placed in the same grave with one casket regardless of the order of placement. A raised marker or flush headstone in lieu of an upright monument may be permitted on these graves.
- (5) A niche in a columbarium shall be ~~\$500.00~~ **calculated at the time of the purchase and installation of each individual columbarium by dividing the actual cost of the purchase and installation of the individual columbarium by the total number of niches.** This niche may contain not more than two cremation urns.
- (6) Graves that are designated for the use of monuments may be converted into raised marker graves.
- (7) Full sized graves may contain no more than two cremation urns in lieu of containing a casket.
- (c) When any sale or authorized transfer of a cemetery lot or grave space is made, the municipality shall give a deed in conformity with ORC 517.07— 517.11 and 759.14— 759.17, conveying only the burial rights provided for by this chapter and not ownership of the lot or grave space described therein.
- (d) All lots shall be paid for in cash at the time of purchase.

Sec. 913.04 – Grades and planting.

- (a) through (c) * * * * No Change
- (d) No plants, shrubs, trees, potted plants, benches, chairs or planters, trellises, candles, statues or other items shall be permitted on any grave or burial space. A wooden cross, the size and location of which as approved by

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5867

the Director of Public Service, is permitted as a temporary marker for a period not to exceed one year from the date of burial. The use of flower receptacles projecting above ground level are prohibited. Only ground level metal bouquet holders of the kind and size available at the office of the Director of Public Service may be used. In Section 5 of the Highland Drive Cemetery, annual flowers may be planted in mulched headstone/marker/ monument areas within the boundaries of an owner's cemetery lot or grave. All holiday decorations, religious symbols and wreaths may be placed no earlier than ~~45~~30 days prior to ~~and 30 days after~~ a national or religious holiday and must be removed within ~~45~~(30) days prior and 30 days after such national or religious holiday.

Sec. 913.05. - Interments; rules and charges.

- (a) No interment may be made unless the body or remains is accompanied by a burial permit.
- (b) The location of graves upon a cemetery lot shall be designated by the Director of Public Service.
- (c) The charge for interment, opening and closing of a grave, providing green carpet, the use of a mechanical lowering device and the final leveling and seeding of the grave site shall be as follows:
 - (1) For a grave in the Baby Section the charge shall be ~~\$100.00~~\$350.00 per grave.
 - (2) For a full-sized grave the charge shall be ~~\$200.00~~\$700.00 per grave.
 - (3) For burial of remains in the case of cremation the charge shall be ~~\$100.00~~\$350.00. For the placement of remains in a niche of any columbarium the charge shall be ~~\$100.00~~\$350.00.
 - (4) An additional fee of ~~\$200.00~~\$300.00 shall be required for Saturday and holiday burials and ~~\$100.00~~\$125.00 for the burial or placement of a cremation urn.
 - (5) When a body is to be exhumed the fee will be as determined by the Director of Public Service and payable at the time the request for exhumation is made.
- (d) All burials shall be in graves equipped with concrete vaults constructed in accordance with specifications on file in the office of the Director of Public Service, and installed by persons skilled in such work. In the case of cremations, all burials shall be in crematory urns constructed so as to constitute an air-tight, water-tight container.
- (e) All charges for the opening and closing of a grave are due and payable when the request is made. Unless special permission is obtained from the Director of Public Service, ~~two days'~~ three business days' notice is required for the preparation of a grave.

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5867

- (f) Interments on Sunday are not permitted except with the approval of the Director of Public Service.
- (g) No more than one casket shall be placed in one burial space or one grave, and no more than four crematory urns shall be placed in one grave site, except as provided in subsection 913.03(b)(7) of this chapter.

Sec. 913.06. - Disinterments. * * * * (No Change)

Sec 913.07. - Monuments and headstones.

- (a) No monument may be erected or placed in any municipal cemetery until its size and proposed location upon any cemetery lot, grave or burial space shall have been approved by the Director of Public Service.
- (b) Monuments, monumental urns, headstones and markers shall be set with reasonable uniformity of as to line, grade and setting. To maintain such uniformity the Director of Public Service may reset any such structure at the expense of the municipality. The location of headstones or other markers on smaller lots shall be as designated by the Director of Public Service.
- (c) No monument shall be placed nearer than one foot to the boundary line on the cemetery lot or grave on which it stands. Its base shall not exceed one-half of the width of the cemetery lot or grave nor more than 25 percent of the area of the cemetery lot or grave. The foundation for all monuments, headstones or markers shall be of like construction and built under the direction of the Director of Public Service. The cemetery lot or grave owner shall pay for the construction of the foundation at the rate of \$15.00 per square foot, with a minimum charge of \$30.00 the actual cost of labor and materials at the time of construction. Payment shall be made when the request is made. The cost of constructing a Veteran headstone foundation shall be waived.
- (d) No headstone shall be placed nearer than six inches to the cemetery lot line or grave border. The cemetery lot or grave owner shall pay a fee of \$44.00 or the actual costs of labor and materials, whichever is greater, for the base and setting of an individual marker not over 24 inches long; a fee of \$54.00 or the actual costs of labor and materials, whichever is greater, for the base and setting of a double headstone up to 36 inches long; and a fee of \$64.00 or the actual costs of labor and materials, whichever is greater, for the base and setting of a double headstone 48 inches long. The cost of setting a Veteran headstone foundation shall be waived.
- (e) Only one headstone or grave marker may be placed upon any one grave, except in the case of an approved military headstone, and no headstone or marker more than 24 inches long or more than 12 inches wide or less than four inches thick may be used in any cemetery. The location of any headstone or marker shall first be approved by the Director of Public Service.

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5867

- (f) No monuments, headstones or markers shall be set in any of the cemeteries between May 20 and May 31, inclusive, of each year. In Sections 3 and 4 of the Highland Drive Cemetery, all headstones or markers hereinafter installed shall be granite or bronze flush with the ground surface to meet cemetery regulations.
- (g) In Section 5 of the Highland Drive Cemetery:
- (1) Only single, flush headstones or flush markers shall be permitted on graves in the Cremation Section.
 - (2) All plaques on columbarium niches shall be of uniform design as determined by the Cemetery Sextant. The cost of engraving the columbarium plaque is ~~included in the purchase price of the niche~~ **shall be the actual cost at the time of inscription.**
 - (3) Flush headstones shall conform with subsection (e) listed above; raised headstones markers and monuments shall not be wider than 12 inches.
 - (4) A minimum of two graves located directly contiguous to each other must be purchased to erect a monument. The length of the monument shall not exceed six feet; if six graves located directly contiguous to each other, are purchased, the length of the monument shall not exceed eight feet.
 - (5) There shall be a height limit of six feet for all raised headstones, markers and monuments.
 - (6) Where there is a monument which contains only the last name of the family, a single, flush head or foot stone may be placed on a burial space with the individual's name and dates of birth and death.

Sec. 913.08. - Rules of conduct. * * * * (No Change)

Sec. 913.09. Police powers of Director of Public Service. * * * * (No Change)

Sec. 913.99. Penalty. * * * * (No Change)''

SECTION 2. That Chapter 913 as it existed prior to the effective date of this Ordinance be, and the same hereby is, repealed.

SECTION 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to update CHAPTER 913. CEMETERIES of the code, 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: _____ June 2, 2026

APPROVED: _____ June 2, 2026

MAYOR

CLERK OF COUNCIL



Memo

From the Purchasing Department

City of Brecksville • 9069 Brecksville Road • Brecksville, Ohio 44141

To: Mayor Daryl J. Kingston

Cc: Tammy Tabor, Clerk of Council

From: Monica Bartkiewicz, Director of Purchasing

Date: May 27, 2026

Re: Purchasing-Related Items for the 6/2/2026 Council Committee Agendas

The following Purchasing-related requests will be presented for City Council's consideration at the 6/2/2026 Committee meetings:

Buildings & Grounds Committee

A motion authorizing Durable Slate Company in the amount of \$16,125.00 for repairs to the flashing and slate roof tiles at Old Town Hall. A memo from Service Director Kickel is enclosed.
Project ID BI2600012
Account No. C4900162-32020

Finance Committee

Legislation authorizing the implementation of selected Human Resources modules of the ERP software system, Tyler Technologies, Inc., in the amount of \$13,640.00 as an addition to the current agreement with Tyler Technologies, Inc. for the ERP software system. Such modules that will be implemented include: Employee Access, Personnel Actions Workflow, Employee Onboarding, Certifications, and Benefits Enrollment.

A motion authorizing a Blanket Vendor Purchase Order in the amount of \$333,123.00 for replacement of building contents destroyed in the Blossom Hill Service Garage Fire. A memo from Service Director Kickel is enclosed.
Project ID OP260004
Account No. 1100150-21060

Legislation Committee

No Purchasing-related items.

Safety-Service Committee

Legislation authorizing the purchase of a Tymco 600 Regenerative Air Sweeper in the amount of \$381,375.00 mounted on a Freightliner M@-106 cab and chassis to replace the previous sweeper lost in a fire, via Sourcewell Contract 062425 - TYM. A memo from Service Director Kickel is enclosed.

Project ID EQ260011

Account No. C1100630-33000

A motion authorizing the purchase of three replacement train cars in the amount of \$13,100.00 for the Safety Town Train that were damaged in the Blossom Hill garage fire. A memo from Service Director Kickel is enclosed.

Project ID EQ260010

Account No. C1100210-33000

Streets & Sidewalks Committee

No Purchasing-related items.

Utilities Committee

No Purchasing-related items.

Office of the Service Director

DATE: May 26, 2026

TO: Mark Jantzen, Chairperson
Safety Service Committee

Mayor Daryl J. Kingston
Council Members

FROM: Joseph Kickel, Service Director *JK*

SUBJECT: 2026 Tymco 600 Regenerative Air Sweeper

We are respectfully asking your consideration of legislation that has been prepared authorizing the purchase of a 2026 Tymco 600 Regenerative Air Sweeper mounted on a Freightliner M2-106 cab and chassis to replace the sweeper that was lost in the Blossom Hill Service Garage fire, from Best Equipment Company, Inc for the Brecksville Service Department in the aggregate amount of \$381,375.00.

This will be purchased on Sourcewell Contract 062425 - TYM. A copy of the vendor proposal is provided for Council's review, and I am, as always available for any questions.

If approved, the total amount of \$381,375.00 will come from Account #C1100630-33000; Project #EQ260011.

JK/kc
Attachment

cc: Monica Bartkiewicz, Purchasing Director
Laura Starosta, Finance Director



9069 Brecksville Road ° Brecksville, Ohio 44141 ° (440)526-4351 Fax: (440)526-8708



EQUIPMENT SALES PROPOSAL

Provided by Best Equipment Company, Inc.
Experts in Municipal and Contractor Environmental Equipment Since 1917
Proudly Serving Indiana, Ohio, Kentucky, and Michigan

Prepared By
Matt Floyd
Northeastern (West) Ohio Sales

Prepared Especially For
Brecksville, OH City of
JOE KARPOWICZ
Manager

Document ID	Prepared For	Prepared On	Pricing Valid Through
26-0563	Brecksville, OH City of	04-30-2026	14 Days
00004496			

Procurement	Payment Terms	FOB
Sourcewell Tymco Contract #062425-TYM- Issue PO to Tymco Inc.	Invoice	Brecksville Ohio

Product	Sales Price	Quantity	Total
TYMCO 600			
*See Attached Sourcewell Toter Quote for Additional Details	\$381,375.00	1	\$381,375.00
Subtotal			\$381,375.00
Grand Total			\$381,375.00

Agreement

Sign below to accept and agree to this sales proposal and all terms and conditions. Any changes to this agreement must be done so in writing. This agreement is binding. By signing, you agree that you are authorized to execute this contract.

SignatureTitleDate

Notes

BestCare

Need a plan to take care of your investment? BestCare is Best Equipment Company's preventative maintenance program, offering you customized plans to properly maintain and extend the life of your equipment. Email us at bestcare@bestequipmentco.com to learn more.

Terms and Conditions

Quotation

This document is for quotation purposes only. Do not pay from this quotation. An invoice will be prepared and sent for final total due.

Taxes

Applicable taxes are not included at time of quotation. Tax estimations can be provided upon request. If any tax figures are included, they are deemed reliable but not guaranteed. Exact taxes will be calculated at the time of invoice.

Payment

All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between the Seller and Buyer. Contractors are COD.

Delivery

Delivery dates are estimations. Best Equipment Company, Inc. does not guarantee delivery dates. Best Equipment Company, Inc. is not financially responsible for lost time, revenue, or any other losses. Liability of the goods/equipment in this sales quote transfers to the buyer, once the equipment is unloaded /delivered to the buyer, as acknowledged by the signature of this sales quote.

COVID and Supply Chain

Due to the volatile nature of the market and ongoing supply chain constraints, prices and lead times are subject to change without notice.

Financing

If customer is seeking financing, shall be executed and in place in a timely manner. Customer delays due to seeking financing may result in termination of agreement.

Sourcewell Quote Form v2.0A - Sourcewell Contract #111522-TYM
Feb. 2, 2023 - Feb. 3, 2027



Customer / Sourcewell Member:	City of Brecksville, OH
Sourcewell Member #:	70749
Quote Date:	4/28/2026
Quote Validity:	30 Days
Quoted By:	Kaye Morgan
TYMCO Dealer:	Best Equipment

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

****PRICING NOTE****

Sweeper and chassis are quoted using current pricing. Due to the current market situation, all cost increases for major components, and government mandated requirements, tariff surcharges, tariffs, and raw material surcharges may be added should they apply.

MODEL 600® SWEEPER STANDARD EQUIPMENT

Auxiliary Engine: John Deere diesel turbocharged 4045T Final Tier 4; 4 cylinder; 4.5 L (275 CID); 99 HP @ 2200 RPM; Torque 315 ft. lb. @ 1600 RPM; fuel/water separator, fuel filter; Donaldson PowerCore® air filter with scavenged pre-filter; Remote oil filter; 3.8 useable gallon Diesel Exhaust Fluid (DEF) tank. Includes John Deere Standard Warranty coverage 2 Years / **Amber Beacon Light - LED:** SAE Class 1/California Title 13 compliant with protective limb guard.

Auxiliary Engine In-Cab Air Filter Restriction Indicator with Gauge: A filter restriction gauge included on the in-cab BlueLogic display with an audio and visual high restriction indicator.

Auxiliary Engine Protection System: Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature or low oil pressure.

Auxiliary Fuse Panel: A 12V DC fused power source panel for any needed additional electrical components or accessories, i.e. radios, warning lights, controls, etc.

Back-Up Alarm: ECCO Model 510; SAE Type C 97dB

BlueLogic® Control System: Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touchscreen display and the multiplexed switch pack. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide and On-Board Diagnostics (OBD) for the auxiliary engine and sweeper.

Duo Skids: Warranted for 2 Years / 2000 hours prorated

Dust Control System: 220 gallon capacity polyethylene water tank (Extra Water capacities available); 5 gpm electric diaphragm type pump; low water audible alarm and message on BlueLogic display; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper. Peterbilt 156", Autocar 152" Diesel and Autocar 171" CNG chassis REQUIRES Extra Water Capacity (Refer to Dust Control Options Section).

Gutter Brooms, Twin; LED Floodlights and Parabolic Mirrors: Left and right side mounted 43" diameter wire filled digger type; adjustable LED floodlight for each gutter broom; 10.5" parabolic mirrors. Parabolic Mirrors N/A with Cabover Chassis.

High Capacity Dust Separator

Hydraulic System Protection: Hydraulic filter restriction indicator mounted in filter manifold; sight level gauge mounted on tank. BlueLogic control system continually monitors oil temperature.

LED Alternating Warning Light Set: Rear mounted oval lights (2).

LED Stop/Turn/Tail/Clearance Lights

Pressure Bleeder: Air pressure is deflected out, allowing additional suction across the front of pick-up head.

Rear Mounted LED Floodlights (2)

Rear View Camera System: 3rd Eye®, heavy duty rear infrared camera with 7" color monitor mounted in cab

Reverse Pick-Up Head System: Assists in backing up with Pick-Up Head down

Rubber Lined Blower: Warranty: 1 year / 1,000 hours prorated

Water Fill Hose & Rack: Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. System incorporates air gap.

Work Platform: Easily accessible work platform located between truck cab and sweeper. Standard equipment with conventional chassis with 165" WB and horizontal exhaust. Not available with Extra Water Capacity or Chassis Vertical Exhaust.

Sweeper Warranty: 1 Year / 1000 Hours. Contact factory for details.

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
600000	1	Model 600® Sweeper with Standard Equipment (Base Price)	\$196,443.00	\$186,620.00
1		AUXILIARY ENGINE HYDRAULIC OPTIONS:		
Unpublished	1	Auxiliary Engine Remote Oil Sight Gauge	\$790.00	\$750.00
2		GUTTER BROOM OPTIONS:		
600081	1	Gutter Broom Drop Down: Right	\$900.00	\$855.00
600081	1	Gutter Broom Drop Down: Left	\$900.00	\$855.00
600022	1	Gutter Broom Tilt Adjuster: Right	\$900.00	\$855.00
600022	1	Gutter Broom Tilt Adjuster: Left	\$900.00	\$855.00
600070	1	Gutter Broom Variable Speed: Right and Left	\$853.00	\$810.00
3		DUST CONTROL SYSTEM OPTIONS:		
Unpublished	1	Additional Left Gutter Broom Nozzle	\$422.00	\$400.00
Unpublished	1	Additional Right Gutter Broom Nozzle	\$422.00	\$400.00
Unpublished	1	Additional Pressure Transition Nozzle	\$422.00	\$400.00
Unpublished	1	Additional Hopper Nozzle	\$422.00	\$400.00
600045	1	High Output Water System	\$853.00	\$810.00
Unpublished	1	Hydrant Wrench	\$53.00	\$50.00
Unpublished	1	Shop Air Purge	\$422.00	\$400.00
Unpublished	1	Water Tank Level Gauge	\$632.00	\$600.00
4		HOPPER OPTIONS:		
600036	1	Abrasion Protection Package	\$1,090.00	\$1,035.00
600084	1	Dump Switch in Cab	\$237.00	\$225.00
600019	1	Hopper Load Indicators	\$474.00	\$450.00
600043	1	Sweeper Deluge System	\$1,137.00	\$1,080.00
5		PICK-UP HEAD OPTIONS:		
601000	1	Broom Assist Pick-Up Head (Exchange)	\$5,543.00	\$5,265.00

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
600075	1	Linear Actuator w/Gauge - Pressure Bleeder	\$522.00	\$495.00
600063	1	Pick-Up Head Curtain Lifter	\$1,706.00	\$1,620.00
Unpublished	1	Pick-Up Head Pressure Inlet Water Injection System	\$1,895.00	\$1,800.00
Unpublished	1	Removable Front Curtain Set	\$264.00	\$250.00
Unpublished	1	Skid Bumper Extension Set (3")	\$264.00	\$250.00
6 AUXILIARY HAND HOSE OPTIONS:				
Unpublished	1	Auxiliary Hand Hose w/ Catch Basin Cleaning Package - Dual Pump	\$11,053.00	\$10,500.00
Unpublished	1	Auxiliary Hand Hose Nozzle Extension	\$527.00	\$500.00
7 STAINLESS STEEL OPTIONS:				
600091	1	Stainless Steel Hopper (Exchange)	\$24,348.00	\$23,130.00
Unpublished	1	Stainless Steel Bolt-On Blower Housing (Exchange)	\$1,579.00	\$1,500.00
8 AIRPORT OPTIONS:				
9 SWEEPER ADDITIONAL OPTIONS:				
600008-B	1	Camera System - Standard Rear Camera and One Additional Camera	\$1,137.00	\$1,080.00
		<i>Location: Pick-Up Head View - Full Width</i>		
Unpublished	2	Floodlight - LED (Additional): Price per Each	\$211.00	\$400.00
		<i>Location: Pick-Up Head - Right/Left</i>		
Unpublished	1	Storage Box with Work Platform	\$1,264.00	\$1,200.00
Unpublished	1	Sweeper Paint: TYMCO Standard White	\$0.00	\$0.00
10 UNPUBLISHED SPECIAL SWEEPER OPTIONS:				
Unpublished	1	Auto Sweep Assist (ASA)	\$2,632.00	\$2,500.00
Unpublished	1	CurbView™ Camera System: Right Side Gutter Broom View	\$6,316.00	\$6,000.00
Unpublished	1	Surcharge - Base Sweeper Unit	\$5,275.00	\$5,010.00
Section / Type	Qty	Model 600® Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext
11 CAB CHASSIS:				
600709	1	2025 Freightliner M2-106 PLUS, 33,000 lb. GVWR, 165" WB, Diesel (1-SPD) EPA *For Use in CARB 2 & EPA States Only	\$117,175.00	\$117,175.00
Unpublished	1	UPGRADE: 2026 Freightliner M2-106 PLUS, 33,000 lb. GVWR, 165" WB, Diesel (1-SPD) EPA *For Use in EPA States Only	\$6,500.00	\$6,500.00
12 CHASSIS ADDITIONAL OPTIONS:				
Unpublished	1	Battery Disconnect Switch	\$450.00	\$450.00
Unpublished	1	Dual Steering (Deduct) *Requires 2026 Model Year Conventional Cab Truck	-\$14,500.00	-\$14,500.00
Unpublished	1	Fire Extinguisher	\$100.00	\$100.00
Unpublished	1	Hazard Reflectors	\$100.00	\$100.00
Unpublished	1	LED Alternating Warning Light Set: Front Grille	\$450.00	\$450.00
Unpublished	1	LED Amber Light Bar: Cab Mounted	\$1,800.00	\$1,800.00
Unpublished	1	LED Amber Traffic Directing Light: Rear Mounted	\$800.00	\$800.00
Unpublished	2	Parabolic Mirror Head - 12" (Exchange)	\$75.00	\$150.00
Unpublished	1	Truck Paint: Standard Factory White	\$0.00	\$0.00
13 UNPUBLISHED SPECIAL CHASSIS OPTIONS:				
14 DEALER UNPUBLISHED OPTIONS:				
15 TOTAL COST OF ACQUISITION COSTS				
	1	Freight / PDI / Inservice	\$7,500.00	\$7,500.00
	1	Tariff Surcharge - 2026 Model Year Freightliner	\$1,500.00	\$1,500.00

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Total Price: \$381,375.00

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
			FOB:	Brecksville, OH
			Delivery ARO:	30-45 Days - See NOTE Below

**Pricing Details: TYMCO, Inc. offers Sourcewell Members a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog (Base + Items in Sections 1 through 10). Chassis, chassis options, dealer unpublished options and Total Cost of Acquisition Costs (Items in Sections 11 – 15) are not discountable. The Sourcewell Discount shown above is reflective of 5% of all applicable items on this quote.*

Notes	1.	Note: Delivery Subject to Truck Availability
-------	----	--

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A
REPLACEMENT SWEEPER FROM BEST EQUIPMENT CO.
THROUGH THE SOURCEWELL PURCHASING PROGRAM;
AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to Article II of its Charter, the City of Brecksville may exercise its power of local self-government through the enactments of the Council; and

WHEREAS, the Director of Purchasing for the City of Brecksville has been authorized to register with SourceWell (formerly The National Joint Powers Alliance); and

WHEREAS, the City of Brecksville deems it cost effective and in the City’s best interest to purchase equipment according to the pricing established under the SourceWell proposal; and

WHEREAS, on February 25, 2024 the City of Brecksville Service Garage and equipment in said garage were damaged by fire.

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

SECTION 1. The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with Best Equipment Co. through the Sourcewell Purchasing Program, said contract to be in such form as is approved by the Director of Law, for the purchase of the following:

<i>Sourcewell Contract #062425-TYM</i>		
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	2026 Tymco 600 Regenerative Air Sweep Mounted on a Freightliner M2-106 Cab & Chassis	\$381,375.00
TOTAL		<u>\$381,375.00</u>

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

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

SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to replace the sweeper for use by the Service Department, 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



CITY OF BRECKSVILLE
PURCHASE REQUISITION FOR CITY COUNCIL APPROVAL

Vendor Name Tymco, Inc.

Date of Requisition 6/2/2026

DESCRIPTION OF ITEMS	QUANTITY	PRICE	TOTAL	ACCOUNT TO CHARGE
2026 Tymco 600 Regenerative Air			\$381,375.00	C1100630-33000
Sweeper				Project ID EQ260011
Sourcewell Contract 062425 - TYM				
REQUISITION TOTAL			\$381,375.00	

Requested for _____ Service _____ Dept. _____ Kickel _____ Dept. Head

*Signatures/
Routing Order:*

1. Purchasing Director _____ 2. Finance Director _____
3. Mayor _____ 4. Copy to Clerk of Council 5. Original to Purchasing

Presentation to Council: _____ Mayor's Administrative Report Council Committee Agenda: _____ Buildings & Grounds
_____ Purchasing Letter _____ Finance

Legislation Needed? x Law Director Contacted By: Kickel _____ Safety/Service
_____ Streets/Sidewalks
_____ Utilities

☐ State Contract ☐ State Contract Equivalent ☐ Public Bid ☐ Professional Service Contract

Attachments: ☐ Letter ☐ Vendor Quotes ☐ Bid Tabulation ☐ Other _____

Request to Increase Purchase Order # _____ Prior Authorization: ____/____/____ Amount \$ _____

Project Name _____ Project # _____ Revised PO Total \$ _____

TO BE COMPLETED BY PURCHASING DEPARTMENT:

Approved by Council: _____

Ordered Via: _____

Ord/Res No. _____

Date PO Entered: _____ PO# _____

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5868

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A
REPLACEMENT SWEEPER FROM BEST EQUIPMENT CO.
THROUGH THE SOURCEWELL PURCHASING PROGRAM;
AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to Article II of its Charter, the City of Brecksville may exercise its power of local self-government through the enactments of the Council; and

WHEREAS, the Director of Purchasing for the City of Brecksville has been authorized to register with SourceWell (formerly The National Joint Powers Alliance); and

WHEREAS, the City of Brecksville deems it cost effective and in the City’s best interest to purchase equipment according to the pricing established under the SourceWell proposal; and

WHEREAS, on February 25, 2024 the City of Brecksville Service Garage and equipment in said garage were damaged by fire.

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

SECTION 1. The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with Best Equipment Co. through the Sourcewell Purchasing Program, said contract to be in such form as is approved by the Director of Law, for the purchase of the following:

<i>Sourcewell Contract #062425-TYM</i>		
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	2026 Tymco 600 Regenerative Air Sweep Mounted on a Freightliner M2-106 Cab & Chassis	\$381,375.00
TOTAL		
\$381,375.00		

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

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

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

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5868

PASSED: June 2, 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5789

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A CLIENT SERVICE AGREEMENT
WITH LANGUAGERS INC. FOR INTERPRETATION
SERVICES; AND DECLARING AN EMERGENCY**

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

SECTION 1. The Mayor be, and hereby is, authorized to enter into Client Service Agreement with Languagers Inc. for interpretation services, in effect for twelve (12) months from the effective date and automatically renewed for one-year periods on the same terms and at the same rates listed on Exhibit “A” to the Agreement, a copy of which Agreement is attached hereto as Exhibit “A.”

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

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

PASSED: June 2, 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"

CLIENT SERVICE AGREEMENT

THIS CLIENT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ (the "Effective Date") by and between LANGUAGERS INC. ("Languages"), and _____ ("Client").

 Company/Organization Name here

RECITALS

WHEREAS, Languages is a company that provides its Clients with Interpretation and Translation Services, as those terms are defined below;

WHEREAS, Client is in need of procuring Interpretation and/or Translation Services and wishes to retain LANGUAGERS to perform such services;

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Services. During the Term (as defined below) of this Agreement, Languages shall provide the following Services for Client:

[Check (a) or (b) or both (a) and (b), as applicable. If not checked, both will be deemed as applicable.]

- (a) ☒ Interpretation. Languages agrees to act as an interpreter for Client, including but not limited to verbal foreign languages and American Sign Language into English or other languages and vice versa.
- (b) ☐ Translation. Languages agrees to act as translator for Client wishing to have written documents translated to and from English (or other languages, as applicable) in written form.

Client hereby understands and acknowledges that Languages may use its own employees or consultants or subcontractors to render the Services set forth herein.

2. Term. This Agreement remains in effect for twelve (12) months from the Effective Date. Thereafter, this Agreement shall be automatically renewed for successive one-year periods, on the same terms, unless terminated by either party (Client or Languages). Languages understands and agrees that Client will be utilizing Languages' Services only on an as needed basis and at Client's discretion. Languages may, without penalty, decline to accept any offered assignment from Client.
3. Termination. This Agreement shall remain in effect until either party provides thirty (30) days written notice to the other party of its intent to terminate this Agreement. In the event of such termination, the parties agree to act in good faith toward one another during the notice period. In the event of termination of this Agreement, Languages must provide Client, and Client must pay Languages for all Services performed and expenses incurred through the date of termination; Client is not obligated to pay Languages any other compensation, severance, or other benefit whatsoever.
4. Fees. In consideration of the Services to be rendered pursuant to this Agreement, Client shall pay Languages the fees set forth on **Exhibit "A" (Our Rates/Price Quote)** hereto. All fees including Interpreting System Usage payments shall be due and payable within thirty (30) days of Client's receipt of each invoice for Services rendered except all scheduled interpretation and translation requests by law firms, foreign entities and personal email addresses without the domain name shall be pre-paid as they may involve the third-party payments.

Any past due amount will be assessed a late fee of two percent (2%) of the remaining balance. An additional two percent (2%), compounding, late fee will be added every additional thirty (30) days the invoice is outstanding.

Client agrees to authorize Languages to charge Client according to the terms outlined above as well as Client's unpaid amount to Client's encrypted and saved credit card within or after five (5) days of the invoice's due date and a receipt will be sent to your billing contact, if it is charged. Client certifies that Client is an authorized user of the credit card, information of which is provided as a payment method and agrees not to dispute the payment with Client's credit card company; so long as the transaction corresponds to the terms indicated in this Agreement.

If any payment doesn't go through, Client agrees to provide any changed payment information or methods promptly upon request and pay any unpaid balance promptly.

By choosing ACH or SEPA bank transfer (Single Euro Payments Area) autopay, Languages will automatically withdraw funds from Client's pre-approved bank account within five (5) days of the invoice due date if the amount exceeds US\$5,000.00. Credit cards are still an option, however, for invoices that exceed US\$5,000.00, Client will be charged a credit card processing fee of 2.9%. (No processing fee on ACH payments.)

5. Technology Test. Client agrees to test technology to ensure microphone, speakers and video camera are working in your device and platform twenty-four (24) hours prior to the appointment/event start time.
6. Quality Assurance. Client agrees to allow Languages' Quality Assurance team to click on the meeting link before or after the session starts to ensure both parties are present and have left the session.
7. Interpreting system Users. Client agrees to allow Languages' staff to help with your users who are invited but have not enabled to use the interpreting system.
8. Relationship between Parties. Languages' relationship to Client under this Agreement is that of independent contractor. Neither Languages or Languages' employees, consultants, subcontractors or agents, shall be or shall be deemed to be an employee or servant of Client. None of the benefits provided by Client to its employees, including without limitation workers' compensation and unemployment insurance, shall be available to Languages or Languages' employees, consultants, servants or agents as a result of this Agreement. Languages shall assume full responsibility for, and indemnify and hold Client harmless from, the payment of all local, state and federal taxes and other contributions imposed or required under unemployment, social security, and income tax laws arising out of Languages' engagement by Client under this Agreement.
9. Non-Solicitation. Client hereby understands and acknowledges that Languages has expended extensive time and resources in finding, hiring, retaining and/or training its employees, consultants, subcontractors or agents. Accordingly, Client hereby agrees that during the Term of this Agreement and for a period of twenty four (24) months after termination of this Agreement, Client shall not directly or indirectly, whether individually or as an owner, officer, director, employee, consultant or agent of any company or other entity, in any manner whatsoever, hire or attempt to hire, retain, engage or solicit, in any manner, any employee, consultant, subcontractor or agent of Languages to perform any language interpretation or translation services.
10. Confidentiality. (a) Languages will not disclose any information provided by Client or Client's customers ("Customer"), using the Services, including but not limited to personally identifiable information protected under federal and state laws to any person who is not Languages personnel, and will use such information only for purposes specifically contemplated in this Agreement. These obligations do not apply to information which is expressly identified by Client as not being confidential or is in the public domain. (b) Languages and Client will not disclose to any person who is not Languages personnel or Customer the terms and conditions of this Agreement or any of the information provided in any invoices or other documents or oral communications between the parties relating to Services. (c) If either party has been requested or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such then that party so compelled may disclose such information without liability after giving reasonable notice to the other party promptly to assert whatever objections the other party desires to prevent such disclosure within such deadlines are required by the governing statutes, rules or regulations.

11. Limitation of Liability. It is understood that Interpretation and Translation Services are subject to the vagrancies of dialect, regional differences, and colloquial variances, as well as unique uses, interpretation and jargon, particularly technical terminology or terms idiomatic to certain specialized activities (e.g., the practice of law in the U.S. or other countries, etc.) or groups. Thus, although Languages will render its Services in a professional manner, it cannot and will not represent that its Interpretation or Translation Services will accurately reflect the context or nuances of all given assignments. Accordingly, Client agrees that it shall not seek indemnity by this Agreement or the Services rendered hereunder from Languages against any damages or losses associated therewith. Client agrees that Languages shall not be liable for any of Client’s losses or damages, associated with the Services rendered under this Agreement, whether directly or indirectly caused by performance or non-performance of obligations imposed by this Agreement or by the negligent acts or omissions of Languages or Languages’ employees, consultants, subcontractors, or agents. Client does hereby waive and release any rights of recovery against Languages that it may have hereunder. It is further agreed that if Languages should ever be found liable for any losses or damages attributable to the Services rendered, in any respect, Languages’ liability shall not exceed the total amount of Fees actually paid by Client to Languages under this Agreement in the proceeding twelve (12) month period, and Client’s sole remedy at law or in equity shall be the right to recover a sum within such limit. Client may obtain a greater limitation of liability, if desired, by payment of increased Fees, which increased Fees would be negotiated between Client and Languages upon the request of Client in writing.
12. Assignment. This Agreement is freely assignable by either party provided that the assigning party shall remain primarily liable for any unpaid obligations arising prior to the date of Assignment.
13. Disputes; Governing Law; Relief. Any legal proceeding of any nature brought by any of the parties to this Agreement to enforce any right or obligation, shall be brought only in the state or federal court located in and for New York County, New York. Both parties acknowledge and agree that certain breaches of this Agreement may not provide the non-breaching party with an adequate remedy in damages; and, therefore, both parties agree that the non-breaching party shall have the option to pursue injunctive relief without the necessity of posting security or bond which is hereby specifically waived. Both parties agree that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the internal laws of the State of New York.
14. Entire Agreement. This Agreement contains the full and complete understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements, whether oral or written, concerning the subject matter hereof.
15. Waiver; Modification; Cancellation. Any waiver, alteration, or modification of any of the terms of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and signed by both parties. In the event any provision of this Agreement is determined to be unenforceable, the remaining provisions hereof shall not be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CLIENT

LANGUAGERS INC.

Signature: _____ Date signed: _____

Full Name: _____

Title: _____

Email Address: _____

Signature: _____

Full Name: _____

Title: _____

Email Address: team@languages.com

Address:		
Billing Contact Name:		
Billing Contact Email Address:		Languagers Billing Address:
Billing Contac Phone#:		

Certificate Of Completion

Envelope Id: D6A2253E-260B-4B15-9C18-077EB3ADABDC

Status: Delivered

Subject: Complete with Docusign: Agreement-Languagers Inc.-Interpreters Translators.pdf

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 3

Initials: 0

Languagers Team

AutoNav: Enabled

team@languagers.com

Envelopeld Stamping: Enabled

IP Address: 64.85.173.98

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Languagers Team

Location: DocuSign

5/19/2026 7:48:42 AM

team@languagers.com

Signer Events

Signature

Timestamp

Sent: 5/19/2026 7:48:43 AM

Viewed: 5/19/2026 7:48:51 AM

Security Level:

DocuSign.email

ID: 1

5/19/2026 7:48:44 AM

Electronic Record and Signature Disclosure:

Accepted: 5/19/2026 7:48:51 AM

ID: 0f683c21-54d9-4877-ab71-b2c65ee27d20

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

5/19/2026 7:48:43 AM

Certified Delivered

Security Checked

5/19/2026 7:48:51 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

Parties agreed to:

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Languages (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Languages:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: team@languages.com

To advise Languages of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at team@languages.com and in the body of such request you must state: your previous

email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Languagers

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to team@languagers.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Languagers

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to team@languagers.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Languagers as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Languagers during the course of your relationship with Languagers.

EXHIBIT "A"



Phone (800) 527-3001 | team@languagers.com



Interpretation Pricing (Consecutive)

Language	Location	Rates in US\$	Minimum	Industry	
Spanish	Phone/Video Interpreting - On-Demand (without scheduling)	\$0.78/Minute for Phone, \$0.98/Minute for Video	5-Minute Minimum for On-Demand	Government, Educational, Non-Legal	On Demand
All Other Spoken Languages ** (Non-Spanish)	Phone/Video Interpreting - On-Demand (without scheduling)	\$0.88/Minute for Phone, \$1.08/Minute for Video	5-Minute Minimum for On-Demand	Government, Educational, Non-Legal	
American Sign Language (ASL)	Video Interpreting - On-Demand (without scheduling)	\$1.79/Minute 8am-8pm EST Mon-Fri , and \$2.29/Minute Outside of 8am-8pm EST Mon-Fri & Holidays.	5-Minute Minimum for On-Demand	Government, Educational, Non-Legal	
Spanish	Phone/Video Interpreting - Scheduled	\$69/Hour [Inquire for simultaneous* interpretation pricing]	1 Hour Minimum for Scheduled	Government, Educational, Non-Legal	S ch e d u l e d
All Other Spoken Languages ** (Non-Spanish)	Phone/Video Interpreting - Scheduled	\$89/Hour [Inquire for simultaneous* interpretation pricing]	1 Hour Minimum for Scheduled	Government, Educational, Non-Legal	
American Sign Language (ASL)	Video Interpreting - Scheduled	\$94/Hour [Inquire for Classroom pricing]	1 Hour Minimum for Scheduled	Government, Educational, Non-Legal	
Spanish	On-Site Interpreting - Scheduled	\$73/Hour [Inquire for simultaneous* interpretation pricing]	2-Hour Minimum	Government, Educational, Non-Legal	O n S i t e
All Other Spoken Languages ** (Non-Spanish)	On-Site Interpreting - Scheduled	\$99/Hour [Inquire for simultaneous* interpretation pricing]	2-Hour Minimum	Government, Educational, Non-Legal	
American Sign Language (ASL)	On-Site Interpreting - Scheduled	\$109/Hour [Inquire for Classroom pricing]	2-Hour Minimum	Government, Educational, Non-Legal	

The prices in the above chart are for consecutive interpreting (between two parties). For * Simultaneous interpretation (same time interpreting), please Inquire about pricing.

- **[System Phone/Video Interpreting] No Set-up Fee and No Monthly Fee for our Telephonic and Video System.**
- **[System Phone/Video Interpreting]** Dialing and hold time don't get charged. Pay per minute over minimum for On-Demand.
- **[System Phone/Video Interpreting]** Calls under 30 seconds in duration are not billed. Calls over 30 seconds in duration, but less than 5 minutes are billed for 5 minute minimum.
- **[System Phone/Video Interpreting]** All Conference Calls (3 or more party calls) are charged an additional \$0.10 per minute (\$1 for 10 minutes).

- **[Scheduled Phone/Video Interpreting: System, Zoom, Webex, Teams etc.]** For scheduled interpreting, assignments that exceed the scheduled time are charged in 15-minute increments.
- **[Scheduled Phone/Video Interpreting]** Additional \$10/hour for any job scheduled before 8:00AM and after 5:00PM in local time (After-hour), and for Weekends and Holidays. If the jobs are After-hour of Weekends and Holidays, additional \$15/hour from the pricing in the above chart.
- **[Scheduled Phone/Video Interpreting]** Additional \$20/hour for Rush Job Requests made with less than 24 hours' notice prior to the appointment start time.
- **[Scheduled Phone/Video Interpreting]** Client No Shows will be charged for the entire scheduled duration at the regular rate.

- **[On-Site]** Service provided in excess of the scheduled time will be charged in 15-minute increments.
- **[On-Site]** Additional \$10/hour for any job scheduled before 8:00AM and after 5:00PM in local time (After-hour), and for Weekends and Holidays. If the jobs are After-hour of Weekends and Holidays, additional \$15/hour from the pricing in the above chart.
- **[On-Site]** Additional \$20/hour for Rush Job Requests made with less than 24 hours' notice prior to the appointment start time.
- **[On-Site]** Mileage charged at the current Federal Reimbursement Tax Guidelines. \$0.70 per mile for '2025.
- **[On-Site]** Parking and Toll Fees are charged; if interpreter(s) charge us.
- **[On-Site]** Travel time is charged if it is over 1 hour round trip from the interpreters home at the 50% rate from the pricing in the above chart for actual travel times over 1 hour for all languages. (A Google search result for the 'distance between zip code AAAAA and BBBBB' will be used to determine mileage and travel. The 2nd distance calculation will be used from the available 3 choices.)
- **[On-Site]** Client No Shows will be charged for the entire scheduled duration at the regular rate.

Cancellation Policy

[Phone/Video Interpreting] For cancellation made less than 24 hours (excluding weekends and holidays) from the start time, any scheduled hours will be charged in full for ASL and all spoken Languages Legal Interpretation, and in full or for two (2) hours (whichever is less) for all spoken Languages Non-Legal Interpretation.

[On-Site] For cancellation made less than 24 hours (excluding weekends and holidays) from the start time, any scheduled hours will be charged in full for ASL and all spoken Languages Legal Interpretation, and in full or for two (2) hours (whichever is less) for all spoken Languages Non-Legal Interpretation.



Phone Interpreters



Video Remote Interpreters



On-Site Interpretation



American Sign Language



CART Real-Time Captioning



Transcription



Document Translation

Why Choose Us

Our goal is to provide the best possible services for accurate professional interpretation and translation

LANGUAGERS

We are Languages!



350 Languages are supported 24/7 by professional interpreters worldwide. You will be connected to an industry-specific interpreter who meets our required qualifications and training hours.



It takes seconds to be connected. When you call for phone interpretation, one of our professional interpreters will pick up your call in seconds any time.



Each interpreter is required to sign a confidentiality agreement, validated to evaluate their language proficiency, education and professional certifications and associations. Qualification is minimum 3 years in the field experience.



Technology Features: Mobile APP, Texting, Automatic Analytical Tools, Call Reporting, Tracking, Usage Data, Service-Level Data and Automatic Accounting



Simple Set-Up: No Equipment is Necessary. Use your Computer, Mobile, Tablet or Landline Phones of your choice with high resolution video and audio connections.



Medical, Healthcare, Insurance, Legal, Government, Education and Business. We are assisting many industries anywhere in the World.



We are compliant with HIPAA (Health Insurance Portability and Accountability Act of 1996) and all your information and data shall be kept confidential.



Our Clever Reconnect Technique will reconnect you to the same interpreter as a priority taking the network status into consideration if calls drop for any reason.



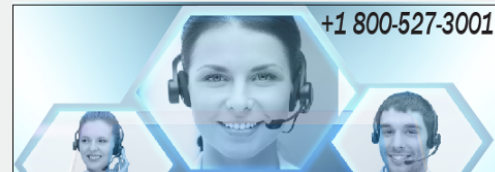
Interactive Voice Recognition can be set up to have the system understand your verbal commands, so you don't need to click to select languages you want.



Quickbooks™ can be integrated within the system; both in your computer and online for easy accounting to all users.



Security Enhancements: Data and communication Encryption, User Access Control, Data Recovery, Multifactor Authentication, SOC2 compliance, .Net7 (Framework for stability), and Document Virus Scan



**Professional Interpreters
in Seconds**

350 Languages 24/7

LANGUAGERS.COM

We are Languages



LANGUAGERS

SECURITY IS OUR PRIORITY.

SECURITY POLICY



LANGUAGERS
We are Linguagers!

Accessibility

Phone - Guaranteed 99.95% monthly uptime for communication services across multiple regions, with multiple fallback endpoints allowing calls that are unable to continue to seamlessly carry over to a fallback line.

Web - Real Time Communication Enables audio and video communication to all web browsers (Chrome, Firefox, Microsoft Edge, Opera, Mobile browser, Safari, etc.)

Authorized Personnel

Only authorized personnel are permitted access sensitive documents exclusively for optimum security.

User Access Control

We can restrict or remove user access any time for access control in our platforms.

Confidentiality | HIPAA Compliant

Confidentiality agreements are required by interpreters and translators. All of our medical interpreters are HIPAA compliant.

Delivery Assurance Plan

In the event of service degradation, we can enable temporary alternate services to facilitate calls and ensure that you can reach interpreters.

Data Recovery

Multiple data centers ensure fault-tolerant availability and daily data backups for disaster recovery.

Multifactor Authentication

Users can increase the security on their profiles by configuring multifactor authentication (MFA) on both the web and mobile APP.

Security Enhancements

SOC2 compliance, .Net7 (Framework for stability), and Document Virus Scan

Privacy

File Encryption - Transparent Data Encryption encrypts data at the file level and protects the encryption keys with certificates to prevent exposure of stored data.

Field Encryption - 256-bit version of SHA encrypts database fields including email addresses, address information, phone numbers and patient personal identifiers.

Communication Encryption - All endpoints for communication are fully encrypted with TSL/SSL Access Security Access to stored data is granted on a "need to know" basis and uses the principle of "least privilege" through appropriate roles; server infrastructure is only available through secure VPN, infrastructure is not internet accessible, requests are encrypted using https 443, use of cloud based SMTP service to implement spam filtering and anti-virus measures.

Infrastructure

Our infrastructure is solely managed through cloud-based, highly scalable data centers The application is designed and manages in alignment with the best security practices and a variety of IT security standards as well as industry-specific standards including HIPAA and Cloud Security Alliance

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5790

**A RESOLUTION ACCEPTING A STANDARD EASEMENT
FOR THE INSTALLATION AND MAINTENANCE OF A
WATER MAIN FOR CIRCULATION PURPOSES ONLY
WITHIN THE WOODLAND OF SNOWVILLE PHASE 3
RESIDENTIAL SUBDIVISION; AND DECLARING
AN EMERGENCY**

WHEREAS, the City of Brecksville must accept a Standard Easement, for the installation and maintenance of a water main for circulation purposes only within the Woodland of Snowville Phase 3 Residential Subdivision.

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

SECTION 1. The Mayor be, and hereby is, authorized to accept a Standard Easement for the purpose of installing and maintaining a water main for circulation purposes only within the Woodland of Snowville Phase 3 Residential Subdivision, a copy of which Standard Easement is attached hereto, expressly made a part hereof by reference and marked Exhibit “A.”

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

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

PASSED: June 2, 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"

STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR CIRCULATION PURPOSES ONLY

(I, We) Snowville Subdivision Joint Venture Phase I, the Grantor herein, for valuable consideration received and to be received to (my, our) full satisfaction, do hereby grant and convey to the (City, Village, Township, District) of Brecksville, and to the City of Cleveland, political subdivision of the State of Ohio and Grantees herein, the perpetual right-of-way and easement for the purposes hereinafter mentioned in the following described premises (the "Premises"):

Situated in the (City, Village, Township, District) of _____, County of _____, State of Ohio, known as being part of the Original _____ Township Lot No. _____, and bounded and described as follows:

~~Insert legal description of proposed
Easement area by metes and bounds, or~~
Attach description as Exhibit "A" and
Insert here: "A copy of the legal
Description is attached hereto as
Exhibit "A" and made a part hereof as
If fully written herein."

Grantor and Grantee agree that all references to either part in this instrument shall include that party and the party's heirs, administrators, successors and/or assignees.

In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantees the right and easement to enter upon the premises to lay, install and maintain therein a water main and appurtenances, including service connections and pipes; to set all water meters and make all repairs to water mains, service meters and appurtenances which the Grantee deems to be necessary or advisable from time to time; to turn off water to any service connection or water main; or to do any other thing which the Grantees deems to be necessary or advisable in order to operate or maintain said mains, meters, connections, pipes and appurtenances in accordance with the ordinances, rules and regulation of the Grantees which are now in effect or may be adopted hereafter.

In consideration of acceptance of the easement by the Grantees, the Grantor agrees to pay the entire cost of installing a water main and appurtenances upon the premises, which main shall be located not less than nine (9) feet from either lateral limit of the premises. The water main and appurtenances, including valves and hydrants, shall upon completion, and approval by the Grantees, become and remain the property of the Grantee (City) Village, Township, District) of Brecksville & Cleveland, and shall be a distribution water main of said Grantee within the purview and subject to the terms of any Water Service Agreement between said Grantee and Grantee, the City of Cleveland, now or hereafter in effect.

The Grantor hereby restricts the premises against the construction thereon of any temporary or permanent structures, except that Grantor may install or cause to be installed sidewalks or pavements, or tunnels, railroad switch tracks, sewers, ducts, pipes or pole lines which cross over or under the premises at an angle of not less than forty-five (45) degrees with the center line of the water main, or which clear the water main by not less than one and one-half (1 - ½) feet above or one and one-half (1 - ½) feet below.

The Grantor agrees to keep the premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantees' access to or maintenance of water mains and appurtenances. Grantor further agrees to make no alterations to the premises which would increase the dept of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

If the Grantor desires to alter the premises in any way other than is expressly permitted herein, he must obtain the prior written approval of the Grantees. Upon receipt of such approval, the Grantor shall at his own expense relocate or reconstruct all or any portion of the water main and appurtenances which are affected by such alteration and, where necessary, grant a new easement of not less than thirty (30) feet in width under the same terms and conditions as herein provided. The relocated or reconstructed water main and appurtenances shall, upon completion, and approval by the Grantees, become the property of Grantee, the (City) Village, Township, District) of Brecksville & Cleveland.

If the Grantor violates any of the provisions of this easement, the Grantees, either jointly or separately and at the expense of the Grantor, may enter upon the premises and discontinue water service or make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

Whenever maintenance or work of any kind is performed on the premises under the terms of this easement, the Grantees, jointly and separately, shall bear no responsibility for restoration of the premises or their environs to their original topographical condition.

The Grantor indemnifies and holds harmless the Grantees from any and all damage, injury or loss to any person or property caused by, related to or resulting from

any leaks in the water main or appurtenances or the maintenance, construction, reconstruction or relocation of said main or appurtenances, other than damage, injury or loss caused by, related to or resulting from the sole negligence of the Grantees. The Grantor further indemnifies and holds harmless the Grantees from any and all expense incurred and damage to the water main and appurtenances caused by, related to or resulting from the Grantor's construction or maintenance of any paving, walks, switch tracks, tunnels, sewers, ducts, pipes or pole line within or upon the premises or from any other use of the premises by the Grantor.

The Grantor hereby reserves the right to use the premises for the passage or transportation of personnel, materials or equipment, and to make such other use of the premises as is not expressly prohibited by or inconsistent with the terms of this easement.

The Grantor further agrees that since the water main to be installed on the premises is for circulation purposes only, no service connections or hydrants shall be connected to it at any time, and that divisional valves of the same size as the water main shall be installed at each longitudinal end of the premises.

The Grantor and the Grantees mutually agree that neither the recording of this instrument nor its acceptance by the Grantees shall be construed as a dedication of the premises or an agreement by the Grantees to accept the premises for dedication for public use as a street.

The Grantor covenants with the Grantees that it is well seized of the premises as a good and indefeasible estate in fee simple and has the right to grant and convey the premises in the manner and form above written. The Grantor further covenants that he will warrant and defend the premises with the appurtenances thereunto belonging to the Grantees against all lawful claims and demands whatsoever for the purposes described herein.

TO HAVE AND TO HOLD the above granted easement, right-of-way, water lines, appurtenances and additions installed by the Grantor, for the purposes above mentioned, unto the Grantees forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at
_____ this 19th day of
May, 2076.

Signed in the Presence of;

James Wright
Temple Wright
(print or type name)
Samuel Vose

GRANTOR:

[Signature]
Robert P. Zivich
(print or type name)

Samantha Vorhes

(print or type name)

This Instrument Prepared By:

STATE OF OHIO

)

ALLEN

) SS:

COUNTY OF ~~CUYAHOGA~~

)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Richard A Pozzitiello Jr., who acknowledged that (he, they) did sign the foregoing instrument and that the same is (his, their) free act and deed, personally and as such officer(s) and the free act and deed of said (corporation, partnership).

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

_____, this 13th day of

May, 2026.

NOTARY

The legal form and correctness
of the within instrument is
hereby approved:



Jason J Liening
Notary Public, State of Ohio
My Commission Expires Oct. 22, 2028

Director of Law

(City, Village, Township, District)

(Date)

Accepted by the Council of _____ by

(Resolution/Ordinance) No. _____

Passed _____, 20____.

Clerk or Assistant

(Date)

The City of Cleveland, by and through its Director of Public Utilities, does hereby accept the within easement and all the terms and conditions thereof this _____ day of _____, 20____, as authorized by Section 129.20 of the Codified Ordinances of Cleveland, Ohio, 1976, passed by the Council of the City of Cleveland on June 17, 1991.

Signed in the presence of:

CITY OF CLEVELAND

By: _____

Director of Public Utilities

The legal form and correctness
of the within instrument is
hereby approved:

Director of Law

By: _____

Assistant Director of Law

Date: _____

EXHIBIT "A"

Boundary Description for Snowville Subdivision Joint Venture Phase 1

Water Easement

0.4065 Acres

Situated in the City of Brecksville, County of Cuyahoga, and State of Ohio and known as being part of Original Brecksville Township Lot No. 69, further known as being part of Block 'F' as shown on The Woodlands of Snowville Phase 2, recorded in A.F.N. 202603160251 of the Cuyahoga County Recorder's Records and is bounded and described as follows: Beginning at the northeasterly corner of Block 'F', said point also being on the southerly right of way line of Snowville Road, 60 feet in width; thence South 89°41'03" West, with the southerly right of way line of Snowville Road, 53.03 feet to a point thereon and is the PRINCIPAL PLACE OF BEGINNING of the premises herein to be described;

thence South 00°21'16" East, 276.96 feet to a point;

thence South 45°06'59" West, 35.00 feet to a point;

thence South 89°41'55" West, 104.61 feet to a point;

thence South 41°45'57" West, 135.45 feet to a point;

thence South 89°41'54" West, 89.17 feet to a point;

thence South 71°54'56" West, 8.86 feet to a point;

thence South 26°54'56" West, 231.00 feet to a point of non-tangent curvature;

thence northwesterly with the arc of a curve deflecting to the left 20.08 feet to a point of non-tangency, said curve having a radius of 67.00 feet, a central angle of 17°10'03" and a chord that bears North 63°05'04" West, 20.00 feet;

thence North 26°54'56" East, 246.25 feet to a point;

thence North 89°41'03" East, 100.24 feet to a point;

thence North 40°22'57" East, 132.57 feet to a point;

Page 1 of 2

F:\TGC Eng\PROJECTS\1721 WOODLANDS PHASE 2\SURVEY
INFO\DESCRIPTIONS\1721 WATER EASEMENT\1721 P3 WATER ESMT LEGAL.docx



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office
1310 Sharon Copley Rd
PO Box 37
Sharon Center, OH 44274
330-590-8004

EXHIBIT "A"

thence North 89°41'55" East, 108.92 feet to a point;

thence North 45°06'59" East, 18.42 feet to a point;

thence North 00°21'16" West, 268.59 feet to a point on the southerly right of way line of Snowville Road, as aforementioned;

thence North 89°41'03" East, 20.00 feet to the Principal Place of Beginning, containing 17,706 square feet or 0.4065 acres of land, more or less, according to a survey by Daniel P. Engle P.S. No. S-8452, for Davey Resource Group in April, 2026. Subject to all highways, easements and covenants of legal record.

Bearings based on Ohio State Plane Coordinate System, North Zone, NAD 1983, ground.



Page 2 of 2
F:\TGC Eng\PROJECTS\1721 WOODLANDS PHASE 2\SURVEY
INFO\DESCRIPTIONS\IP3 WATER EASEMENT\1721 P3 WATER ESMT LEGAL.docx

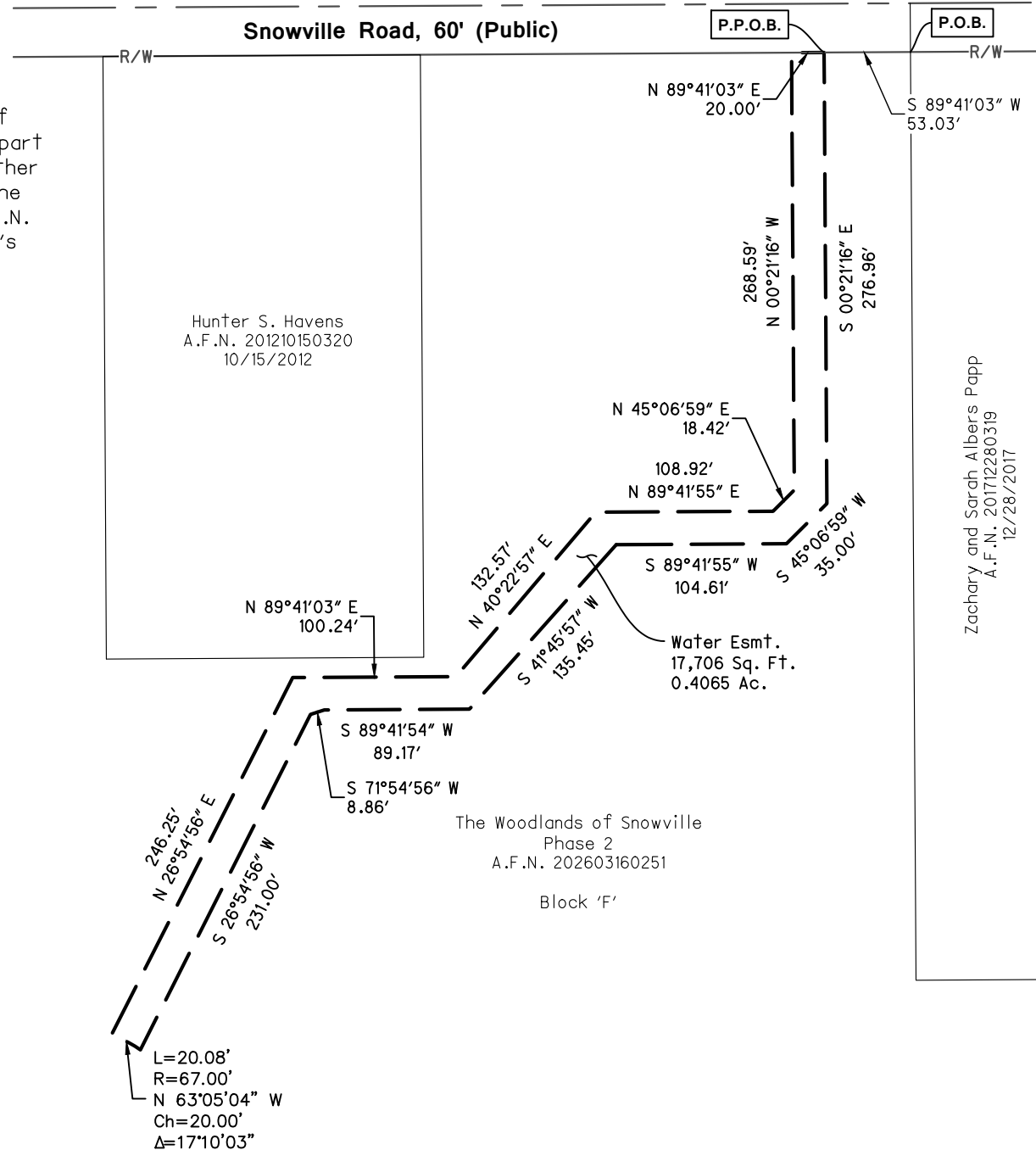
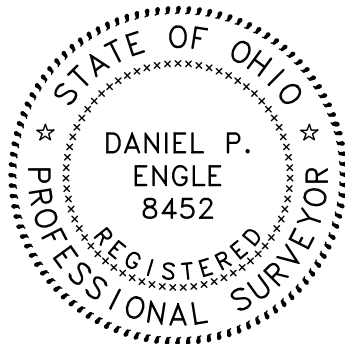
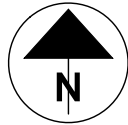
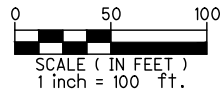
Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office
1310 Sharon Copley Rd
PO Box 37
Sharon Center, OH 44274
330-590-8004

SKETCH OF

WATER EASEMENT

Situated in the City of Brecksville, County of Cuyahoga, and State of Ohio and known as being part of Original Brecksville Township Lot No. 69, further known as being part of Block 'F' as shown on The Woodlands of Snowville Phase 2, recorded in A.F.N. 202603160251 of the Cuyahoga County Recorder's Records.



RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5791

**A RESOLUTION ACCEPTING THE QUOTE OF
TYLER TECHNOLOGIES FOR THE IMPLEMENTATION
OF REMOTE PROJECT MANAGEMENT FOR SELECTED
HUMAN RESOURCES MODULES OF THE ENTERPRISE
RESOURCE PLANNING SOFTWARE SYSTEM (ERP);
AND DECLARING AN EMERGENCY**

WHEREAS, at its meeting of July 19, 2022, council adopted Resolution No. 5310 authorizing the Mayor to enter into a Software as a Service Agreement between the City of Brecksville and Tyler Technologies through Sourcewell contract #090321-TTI for implementation of a new Citywide Enterprise Resource Planning Software System; and

WHEREAS, the Director of Purchasing for the City of Brecksville has recommended the implementation of selected Human Resources modules of the ERP software System.

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

SECTION 1. The quote of Tyler Technologies for the implementation of Remote Project Management for selected Human Resources Modules of the ERP software system, at a cost not to exceed thirteen thousand, six hundred forty dollars (\$13,640.00), a copy of which quote is attached hereto as Exhibit “A” be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for implementation of the Human Resources modules, 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: June 2, 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"



Quoted By: Eddie Flaherty
 Quote Expiration: 11/02/26
 Quote Name: City of Brecksville, OH-ERP- HR
 Implementation Items
 Quote Description: HR Implementation

Sales Quotation For:

Brecksville, Oh City Of
 Finance Dept / Laura Starosta
 Brecksville OH 44141-2313

Shipping Address:

City of Brecksville
 9069 Brecksville Rd
 Brecksville OH 44141-2367

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	76	\$ 155.00	\$ 0.00	\$ 11,780.00	\$ 0.00
Project Management	12	\$ 155.00	\$ 0.00	\$ 1,860.00	\$ 0.00
TOTAL				\$ 13,640.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 13,640.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 13,640.00	\$ 0.00
Contract Total	\$ 13,640.00	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt,

where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

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

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

WHEREAS, pursuant to Bulletin 97-03 issued by the Ohio Auditor of State, the Council deems it necessary to advance funds of the City for the fiscal year ending December 31, 2026.

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

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

<u>From</u>	<u>Transfer</u>	<u>To</u>
General Fund 1100830-43010	\$187,500.00	Community Center Recreation Fund R2400820-09110
General Fund 1100830-43090	\$37,500.00	Compensated Absences Fund R2100820-09110
Buildings & Improvements Fund 4900171-43040	\$413,917.50	General Bond Retirement Fund R3100820-09130
	<u>\$237,500.00</u>	

SECTION 2. The Director of Finance be authorized to make the following advance between certain funds of the City:

<u>From</u>	<u>Advance</u>	<u>To</u>
Special Assessment Chippewa Fund 3202810-49010	\$30,000.00	General Fund R1100830-09400
General Fund 1100830-49010	\$35,000.00	R3202820-09400

SECTION 3. The Director of Finance be, and is hereby authorized to make payments from any of the foregoing transferred and advanced funds upon receiving prior invoices and vouchers therefor, approved by the persons authorized by law to approve the same.

SECTION 4. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that the same is related to the daily operation of a municipal department, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____

MAYOR

CLERK OF COUNCIL

Memo from the Finance Department

To: Mayor Kingston & City Council
From: Laura Starosta, Director of Finance
Date: 05/27/26
Re: Legislation Request

At the June 2, 2026 City Council meeting one item is being presented for your consideration as follows:

1) Transfers/Advances

- Legislation has been prepared for your consideration regarding third quarter transfers and advances. The proposed transfers/advances are in accordance with the City budget.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5792

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

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

WHEREAS, pursuant to Bulletin 97-03 issued by the Ohio Auditor of State, the Council deems it necessary to advance funds of the City for the fiscal year ending December 31, 2026.

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

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

<u>From</u>	<u>Transfer</u>	<u>To</u>
General Fund 1100830-43010	\$187,500.00	Community Center Recreation Fund R2400820-09110
General Fund 1100830-43090	\$37,500.00	Compensated Absences Fund R2100820-09110
Buildings & Improvements Fund 4900171-43040	\$413,917.50	General Bond Retirement Fund R3100820-09130
	<u><u>\$237,500.00</u></u>	

SECTION 2. The Director of Finance be authorized to make the following advance between certain funds of the City:

<u>From</u>	<u>Advance</u>	<u>To</u>
Special Assessment Chippewa Fund 3202810-49010	\$30,000.00	General Fund R1100830-09400
General Fund 1100830-49010	\$35,000.00	R3202820-09400

SECTION 3. The Director of Finance be, and is hereby authorized to make payments from any of the foregoing transferred and advanced funds upon receiving prior invoices and vouchers therefor, approved by the persons authorized by law to approve the same.

SECTION 4. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is that the same is related to the daily operation of a municipal department, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5792

PASSED: June 2, 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

THE CITY OF BRECKSVILLE

Independent Contractor Agreement (Fitness – Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Gina Catanzarite dba Brecksville Fitness Studio, LLC whose principal place of business is 11160 Snowville Road, Brecksville, Ohio 44141 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2026 until 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 of 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:

Date Contract Terminated: _____

_____ a minor

Date: _____

—

Exhibit A

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

Fitness Class Instructor for Body Burn and Gina' Barre Fit
Private Pilates Reformer Instructor

The classes will be schedule by Gina based on the availability of the studio rooms. All her programs will be promoted by both Brecksville Fitness Studio and the City of Brecksville. All monies will be collected by the City of Brecksville at the Community Center. All participants must purchase their class passes or walk-in fees at the Community Center and have a liability waiver on file annually with the City of Brecksville.

Exhibit B

(Payment Schedule or Terms)

Brecksville Fitness Studio will receive 75% of revenue collected by the Community Center, and the City of Brecksville will keep 25%. The City will pay any credit card processing fees out of the 25% that is kept by the City.

Brecksville Fitness Studio, will be setting their own fitness classes punch pass pricing and will receive a 75% cut of all revenue collected for her classes, and private sessions.

Payment will be made bi-weekly by check through the Finance Department, based on the prior two weeks revenue.

Brecksville Fitness Studio has set their rates currently at:

\$12 for walk-ins
\$95 for a 10 class pass
\$60 for a 6 class pass

Brecksville Fitness Studio will be bringing the following equipment to be stored at the Community Center:

- *Pilate Reformer
- *Weights & weight rack
- *Barres
- *Ropes
- *Medicine Balls
- *Speakers

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5793

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH GINA CATANZARITE DBA
BRECKSVILLE FITNESS STUDIO, LLC FOR WORK
AS THE FITNESS INSTRUCTOR 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 Gina Catanzarite dba Brecksville Fitness Studio, LLC for work as the Fitness Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the Fitness Instructor, 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: June 2, 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5794

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH CLAUDIA FONTANA FOR
WORK AS THE PICKLEBALL INSTRUCTOR 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 Claudia Fontana for work as the Pickleball Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the Pickleball Instructor, 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: June 2, 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

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 Claudia Fontana a sole proprietor whose principal place of business is 5733 Brecksville Road, Independence, Ohio 44131 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2026 until 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 of 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:

Date Contract Terminated: _____

_____ a minor

Date: _____

—

Exhibit A

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

Group Pickleball Classes and Lessons for youth and adults.

The classes will be schedule by Claudia based on the availability of the Pickle Ball Courts at the Blossom Hill Field House. All her programs will be promoted by the City of Brecksville.

All monies will be collected by the City of Brecksville at the Community Center. All participants must register for their class at the Community Center and have a liability waiver on file annually with the City of Brecksville.

Exhibit B

(Payment Schedule or Terms)

Claudia will receive 70% of revenue collected by the Community Center, and the City of Brecksville will keep 30%. The City will pay any credit card processing fees out of the 30% that is kept by the City.

Claudia, will be setting her own pricing and will receive a 70% cut of all revenue collected for her classes.

Payment will be made at the end of the session of classes by check through the Finance Department.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5795

**RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH SOBECKS TENNIS DBA
CENTER COURT TENNIS CLUB FOR WORK
AS THE TENNIS PARTNER 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 Sobecks Tennis dba Center Court Tennis Club for work as the Tennis Partner, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the tennis partner, 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: June 2, 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

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 Sobecks Tennis DBA Center Court Tennis Club a **limited liability company** whose principal place of business is 11923 Beckenham Road, North Royalton, Ohio 44133("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2026 and until 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 of 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:

Date Contract Terminated: _____

_____ a minor

Date: _____

—

Exhibit A

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

Youth & Adult Tennis Instructors

- Recruit and train all necessary staff
- Communicate with registered participants as to schedule changes and correct class assignments
- Provide age and skill appropriate lesson plans for each session

Exhibit B

(Payment Schedule or Terms)

Center Court Tennis Club receives 60% of the revenue brought in by the City of Brecksville Recreation Department for the Youth and Adult Tennis Lessons.

The City of Brecksville will make 2 payments to Center Court Tennis Club. One payment will be after session 4 of tennis lessons and the second payment will be after the last session.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5796

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH BETH KOPNISKE FOR
MASSAGE SERVICES 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 Beth Kopniske for Massage Services, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

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

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

PASSED: June 2 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

THE CITY OF BRECKSVILLE

Independent Contractor Agreement (Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Beth Kopniske whose principal place of business is 4004 Villas Drive, Stow, Ohio 44224("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2026 until 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 of 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:

Date Contract Terminated: _____

_____ a minor

Date: _____

—

Exhibit A

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

Massage Therapist

Beth schedules massages at the Brecksville Community Center.

Exhibit B

(Payment Schedule or Terms)

Beth Kopniske will receive 80% of revenue collected by the Community Center, and the City of Brecksville will keep 20%. The City will pay any credit card processing fees out of the 20% that is kept by the City. The City will also charge sales tax as need, and pay the sales tax to the State of Ohio.

Beth Kopniske will be setting her own pricing and will receive a 80% cut of all revenue collected for her private sessions.

Payment will be made bi-weekly by check through the Finance Department, based on the prior two weeks revenue.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5797

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH AMERICAN PERFORMING
ARTS NETWORK, JULIE MATHEWS FOR WORK AS
THE CHILDREN’S ACTING INSTRUCTOR 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 American Performing Arts Network, Julie Mathews for work as the Children’s Acting Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for a Children’s Acting Instructor, 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: June 2 2026

APPROVED: June 2, 2026

MAYOR	CLERK OF COUNCIL

THE CITY OF BRECKSVILLE

Independent Contractor Agreement (Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and American Performing Arts Network, Julie Matthews whose principal place of business is 737 Spafford Oval, Sagamore Hills, OH 44067. ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2026 until 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 of 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:

Date Contract Terminated: _____

_____ a minor

Date: _____

—

Exhibit A

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

Youth Acting Classes and performance. Julie sets her own class and performance schedule held at the Old Town Hall. Advertising and registration is handled by the City of Brecksville Recreation Department.

Exhibit B

(Payment Schedule or Terms)

Julie Matthew will receive 80% of program enrollment fee revenue collected by the Community Center, and the City of Brecksville will keep 20%. The City will pay any credit card processing fees out of the 20% that is kept by the City.

Julie Matthew will receive 50% of performance ticket revenue collected by the Community Center, and the City of Brecksville will keep 50%. Julie will be setting her own program pricing. Payment will be made after her last performance for each session.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5798

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH TONI PAOLETTA/PAINT SIP
AND SOCIALIZE, LLC FOR WORK AS THE ART
INSTRUCTOR 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 Toni Paoletta/Paint Sip and Socialize, LLC for work as the Art Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the Art Instructor, 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: June 2 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

THE CITY OF BRECKSVILLE

Independent Contractor Agreement (Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Toni Paoletta/Paint Sip and Socialize, a LLC, whose principal place of business is 2649 Motor Road Richfield, Ohio 44286("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2026 and until terminated.

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 of 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:

Date Contract Terminated: _____

_____ a minor

Date: _____

—

Exhibit A

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

Group Art Classes

The classes will be schedule by Toni based on the availability of the art classroom. All her programs will be promoted by the City of Brecksville.

All monies will be collected by the City of Brecksville at the Community Center. All participants must register for their classes through the Community Center and have a liability waiver on file annually with the City of Brecksville.

Exhibit B

(Payment Schedule or Terms)

Toni Paoletta will receive 70% of revenue collected by the Community Center, and the City of Brecksville will keep 30%. The City will pay any credit card processing fees out of the 30% that is kept by the City.

Toni Paoletta, will be setting her own pricing and will receive a 70% cut of all revenue collected for her classes, and private sessions.

Payment will be made bi-weekly by check through the Finance Department, based on the prior two weeks revenue.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5799

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH JASON PIERANTOZZI FOR
WORK AS THE TAEKWONDO INSTRUCTOR 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 Jason Pierantozzi for work as the Taekwondo Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the Taekwondo Instructor, 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: June 2 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

THE CITY OF BRECKSVILLE

Independent Contractor Agreement (Brecksville Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Jason Pierantozzi a sole proprietor whose principal place of business is 6965 Carriage Hill Drive #102 Brecksville, Ohio 44141 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2026 until 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 of 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:

Date Contract Terminated: _____

_____ a minor

Date: _____

—

Exhibit A

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

Group Taekwondo Instructor

Exhibit B

(Payment Schedule or Terms)

\$26 per hour

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5800

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH MANDY SPISAK/RETRO
REVIVAL LLC FOR WORK AS THE ART
INSTRUCTOR 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 Mandy Spisak/Retro Revival LLC for work as the Art Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the Art Instructor, 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: June 2 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

THE CITY OF BRECKSVILLE

Independent Contractor Agreement (Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Mandy Spisak/Retro Rivival, a LLC, whose principal place of business is 5927 Brookside Road Independence, Ohio 44131("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2026 and until terminated.

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 of 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:

Date Contract Terminated: _____

_____ a minor

Date: _____

—

Exhibit A

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

Group Art Classes

The classes will be schedule by Mandy based on the availability of the art classroom. All her programs will be promoted by the City of Brecksville.

All monies will be collected by the City of Brecksville at the Community Center. All participants must register for their classes through the Community Center and have a liability waiver on file annually with the City of Brecksville.

Exhibit B

(Payment Schedule or Terms)

Mandy Spisak will receive 70% of revenue collected by the Community Center, and the City of Brecksville will keep 30%. The City will pay any credit card processing fees out of the 30% that is kept by the City.

Mandy Spisak, will be setting her own pricing and will receive a 70% cut of all revenue collected for her classes, and private sessions.

Payment will be made bi-weekly by check through the Finance Department, based on the prior two weeks revenue.

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 Cleveland Fencing Academy, a corporation whose principal place of business is 23408 Commerce Park Beachwood, Ohio 44122("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2026 until 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 of 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:

Date Contract Terminated: _____

_____ a minor

Date: _____

—

Exhibit A

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

Group Fencing Classes for youth and adults.

The classes will be schedule by Cleveland Fencing Academy at their Beachwood and Lakewood Facilities.

All programs will be promoted by the City of Brecksville.

All monies will be collected by the City of Brecksville at the Community Center. All participants must register for their class at the Community Center and have a liability waiver on file annually with the City of Brecksville.

Exhibit B

(Payment Schedule or Terms)

Cleveland Fencing Academy will receive 75% of revenue collected by the Community Center, and the City of Brecksville will keep 25%. The City will pay any credit card processing fees out of the 25% that is kept by the City.

CFA, will be setting their own pricing and will receive a 75% cut of all revenue collected for classes.

Payment will be made at the end of the session of classes by check through the Finance Department.

Exhibit B

(Payment Schedule or Terms)

70/30 Split

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5801

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH CLEVELAND FENCING ACADEMY
FOR WORK AS THE FENCING PARTNER 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 Cleveland Fencing Academy for work as the Fencing Partner, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the fencing partner, 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: June 2 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5802

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH DIANE BAYER FOR WORK AS
THE JAZZERCISE INSTRUCTOR 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 Diane Bayer for work as the Jazzercise Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for a Jazzercise Instructor, 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: June 2 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

THE CITY OF BRECKSVILLE

Independent Contractor Agreement (Fitness – Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Diane Bayer dba sole proprietor whose principal place of business is 5301 Oakes Road, Brecksville, Ohio 44141 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2026 until 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 of 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:

Date Contract Terminated: _____

_____ a minor

Date: _____

—

Exhibit A

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

Fitness Class Instructor for Jazzercise

The classes will be schedule by Diane based on the availability of the studio rooms. All her programs will be promoted by both Jazzercise and the City of Brecksville.

All monies will be collected by the City of Brecksville at the Community Center. All participants must purchase their class passes or walk-in fees at the Community Center and have a liability waiver on file annually with the City of Brecksville.

Exhibit B

(Payment Schedule or Terms)

Diane Bayer will receive 80% of revenue collected by the Community Center, and the City of Brecksville will keep 20%. The City will pay any credit card processing fees out of the 25% that is kept by the City.

Brecksville Fitness Studio, will be setting their own fitness classes punch pass pricing and will receive a 80% cut of all revenue collected for her classes, and private sessions.

Payment will be made bi-weekly by check through the Finance Department, based on the prior two weeks revenue.

Jazzercise has set their rates currently at:

\$20 for walk-ins

\$64 for one month unlimited

\$192 for three months unlimited

\$384 for six months unlimited

\$159 for a ten class pass.

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5803

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH CHRISTINA CARUSO FOR WORK
AS THE FITNESS INSTRUCTOR 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 Christina Caruso for work as the Fitness Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

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

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the Fitness Instructor, 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: June 2 2026

APPROVED: June 2, 2026

MAYOR

CLERK OF COUNCIL

THE CITY OF BRECKSVILLE

Independent Contractor Agreement (Fitness – Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Christina Caruso whose principal place of business is 10754 Partridge Trail, Brecksville, Ohio 44141 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2026 and until terminated.

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 of 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:

Date Contract Terminated: _____

_____ a minor

Date: _____

—

Exhibit A

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

Fitness Class Instructor for Body 360

The classes will be schedule by Christina based on the availability of the studio rooms. All her programs will be promoted by both Brecksville Fitness Studio and the City of Brecksville. All monies will be collected by the City of Brecksville at the Community Center. All participants must purchase their class passes or walk-in fees at the Community Center and have a liability waiver on file annually with the City of Brecksville.

Exhibit B

(Payment Schedule or Terms)

Christina Caruso will receive 75% of revenue collected by the Community Center, and the City of Brecksville will keep 25%. The City will pay any credit card processing fees out of the 25% that is kept by the City.

Christina Caruso, will be setting their own fitness classes punch pass pricing and will receive a 75% cut of all revenue collected for her classes, and private sessions.

Payment will be made bi-weekly by check through the Finance Department, based on the prior two weeks revenue.

Christina Caruso has set her rates currently at:

\$12 for walk-ins

\$95 for a 10 class pass

\$60 for a 6 class pass