



City of Brecksville, Ohio
City Council Regular Meeting
Ralph W. Biggs City Council Chambers
September 15, 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 September 1, 2026 City Council Minutes

Unfinished Business

New Business

1. RES. 5899 - a Resolution to approve a second-year renewal contract with Safe Staffing of Ohio for Temporary General Labor Staffing Services for a term from January 1, 2027 to December 31, 2027, and declaring an emergency.
2. RES. 5900 - a Resolution authorizing the Mayor to apply to the Northeast Ohio areawide Coordinating Agency (NOACA) through their Transportation for Livable Communities Initiative (TLCI) for funding to construct sidewalks on Chippewa Road (SR 82) from Cinnabar Drive to Riverview Road and ADA pedestrian improvements to the Chippewa Road/Riverview Road intersection; and declaring an emergency.

B&G 3. RES. 5901 - A Resolution authorizing the Mayor to execute an agreement with Kurtz Bros. for the disposal of yard waste and leaves collected by the Brecksville Service Department for Calendar year 2027; and declaring an emergency

4. RES. 5902 - a Resolution authorizing the Mayor to execute an agreement with Mattes Landscaping, Inc, supplementary & senior snowplowing for 2026-2027 snow season and 2027-2028 snow season and declaring an emergency.

5. ORD. 5881 - an Ordinance to authorizing a year 2 renewal of the agreement accepted by the Joint Municipal Purchasing Consortium for the purchase of various grades of gasoline & diesel fuel for the City of Brecksville for the calendar year 2027; and declaring an emergency.

6. ORD. 5882 - 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.
7. ORD. 5883 - An Ordinance amending Ordinance No. 5873 as it relates to employee compensation and specifically Service Department Hourly Rates; 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

Public Comment

Adjournment

"Winter is an etching, spring a watercolor, summer an oil painting
and autumn a mosaic of them all."

- Stanley Horowitz

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
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Call to Order

Council President Dominic Caruso called the regular meeting of City Council to order at 8:05 PM. The meeting opened with the Pledge of Allegiance.

Pledge of Allegiance

Those in attendance recited the Pledge of Allegiance.

Roll Call

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

Also Present: Mayor Daryl Kingston; Law Director Dave Matty; City Engineer Gerry Wise; Chief Building Official Scott Packard; Director of Human Services Dr. Steve Paciorek; Service Director Joe Kickel; Purchasing Director Monica Bartkiewicz; Police Chief Stan Korinek; Fire Chief Mark Bender; and Clerk Tammy Tabor.

Absent: None.

Approval of Minutes

1. Approval of City Council Minutes

Council considered the minutes of the August 18, 2026 regular City Council meeting.

Motion for passage by Ganim, seconded by Koepke.

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

Voting Nay: None.

Abstain: Stucky.

MOTION CARRIED: 6-Ayes, 0-Nays, 1-Abstain.

New Business

1. RES. 5892 - a Resolution appointing Thomas R. Carnifax as a part-time firefighter/paramedic for the City of Brecksville Fire Department; and declaring an emergency.

Motion for suspension made by Ganim, seconded by Koepke.

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

Voting Nay: None.

Abstain: None.

Motion for passage made by Stucky, seconded by Bender.

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

Voting Nay: None.

Abstain: None.

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

Following Council's action, Mayor Kingston welcomed Mr. Carnifax and noted that he was currently serving as a part-time firefighter with the Canal Fulton Fire Department. The Mayor summarized his fire and EMS training and stated that Mr. Carnifax had expressed a strong interest in joining the Brecksville Fire Department after completing ride time with the department while training as an EMT. Mr. Carnifax's fiancée, Caitlin, pinned his badge following the administration of the oath of office. Mr. Carnifax thanked Council, the Fire Department, and his fiancée for their support and expressed appreciation for the opportunity to serve the City. Mayor Kingston thanked the Fire Department employees for attending in support of Mr. Carnifax.

2. RES. 5893 - a Resolution making necessary transfers between certain funds for the fiscal year ending December 31, 2026; and declaring an emergency.

Motion for suspension made by Ganim, seconded by Koepke.

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

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Voting Nay: None.

Motion for passage made by Stucky, seconded by Bender.

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

Voting Nay: None.

Abstain: None.

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

3. RES. 5894 - a Resolution requesting the County Fiscal Officer advance the sums allowed by law from the proceeds of tax levies in the account of the City of Brecksville pursuant to Section 321.34 of the Ohio Revised Code; and declaring an emergency.

Motion for suspension made by Ganim, seconded by Koepke.

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

Voting Nay: None.

Motion for passage made by Stucky, seconded by Bender.

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

Voting Nay: None.

Abstain: None.

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

4. RES. 5895 - a Resolution accepting the amounts and rates as determined by the Budget Commission, authorizing the necessary tax levies, and certifying them to the County Fiscal Officer; and declaring an emergency.

Motion for suspension made by Ganim, seconded by Koepke.

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

Voting Nay: None.

A motion for passage was made and seconded.

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

Voting Nay: None.

Abstain: None.

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

5. RES. 5896 - a Resolution authorizing the Mayor to execute a memorandum of understanding among participating municipalities for the regional Fiscal Year 2025 Assistance to Firefighters Grant Program application; and declaring an emergency.

Motion for suspension made by Ganim, seconded by Koepke.

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

Voting Nay: None.

Motion for passage made by Stucky, seconded by Bender.

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

Voting Nay: None.

Abstain: None.

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

6. RES. 5897 - a Resolution authorizing a PayTrac Payment Services Agreement and related payment service rates and fees with Vermont Systems; and declaring an emergency.

Motion for suspension made by Ganim, seconded by Koepke.

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

Voting Nay: None.

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Motion for passage made by Stucky, seconded by Bender.

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

Voting Nay: None.

Abstain: None.

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

7. RES. 5898 - a Resolution authorizing the Mayor to enter into a community cost-share agreement with the Northeast Ohio Regional Sewer District for the Riverview Road Culvert C14 Replacement Project; and declaring an emergency.

Motion for suspension made by Ganim, seconded by Koepke.

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

Voting Nay: None.

Motion for passage made by Stucky, seconded by Bender.

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

Voting Nay: None.

Abstain: None.

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

8. ORD. 5879 - an Ordinance authorizing a third-party payment processing service company to charge a service or convenience fee for electronic payments processed by City departments and the Brecksville Mayor's Court; and declaring an emergency.

Motion for suspension made by Ganim, seconded by Koepke.

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

Voting Nay: None.

Motion for passage made by Stucky, seconded by Bender.

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

Voting Nay: None.

Abstain: None.

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

9. ORD. 5880 - an Ordinance accepting the bid of DeJoya Suburban Excavating, LLC for the Riverview Road.

Culvert C40 Replacement Project; and declaring an emergency.

Motion for suspension made by Ganim, seconded by Koepke.

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

Voting Nay: None.

Motion for passage made by Stucky, seconded by Bender.

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

Voting Nay: None.

Abstain: None.

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

Liquor Permit Transfer Request

Council considered a request from the Ohio Department of Liquor Control regarding the transfer of a liquor permit for County Line Saloon.

Council President Caruso moved that the City notify the Ohio Department of Liquor Control that the City had no objection to the transfer. Council Member Ganim seconded the motion.

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

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Voting Nay: None.

Abstain: None.

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

Report of Council Representatives and Council Committees

BOARD OF ZONING APPEALS

Council Member Stucky reported that the Board of Zoning Appeals had no items for City Council consideration. The next meeting was scheduled for September 8, 2026 at 7:30 PM in Council Chambers.

PLANNING COMMISSION

Compass South Office Building at 8180 Brecksville Road

Council considered two Planning Commission matters.

Council President Caruso moved to approve a 48-square-foot ground identification sign for the Compass South office building at 8180 Brecksville Road, subject to the deviations requested from the applicable sign regulations, including deviations for sign area, height, and location relative to the right-of-way. Council Member Savage seconded the motion.

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

Voting Nay: None.

Abstain: None.

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

Council Members Bender and Ganim were then excused from the next Planning Commission matters due to a business conflict.

Council President Caruso moved to grant final approval of the Valor Acres Residential PDA revised rear yard setback from 28 feet to 27.2 feet for properties located at 8356 and 8360 Lavender Lane. Council Member Koepke seconded the motion.

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

Voting Nay: None.

Abstain: None.

MOTION CARRIED: 5-Ayes, 0-Nays, 0-Abstain.

The next Planning Commission meeting was scheduled for September 17, 2026 at 7:00 PM in Council Chambers.

RECREATION COMMISSION

Council Member Ganim reported that the Recreation Commission had no items for Council consideration.

During the report, Mayor Kingston recognized the reinstatement of the Brecksville-Broadview Heights City Schools Athletic Hall of Fame and congratulated the recently announced inductees. Particular recognition was given to Ron and Joan Ganim for their contributions to gymnastics and to Tony Nikolai for his contributions to boys soccer. Council discussed the volunteer and community support that made the renewed Hall of Fame possible, and the inductees were noted as being scheduled for recognition at an October football game and induction ceremony.

HUMAN SERVICES ADVISORY BOARD

Council Member Koepke reported that the next Human Services Advisory Board meeting would be held September 8, 2026 at 3:00 PM in the Human Services Building.

REPORTS OF COMMITTEES

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Safety & Service - Council Member Jantzen reported that the committee had no items for Council consideration.

Streets & Sidewalks - Council Member Stucky reported that the committee had no items for Council consideration.

Utilities – Council Member Koepke reported that it had no items for Council consideration.

Buildings & Grounds - Council Member Ganim reported that the committee had no items for Council consideration.

Legislation - Council Vice President Savage reported that the committee had no items for Council consideration.

Finance - Council Member Bender reported two items for Council consideration.

First, Council Member Bender moved to authorize the annual renewal of Black Box phone system maintenance in the amount of \$7,960 for the term of November 30, 2026 through November 29, 2027. Council Member Savage seconded the motion.

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

Voting Nay: None.

Abstain: None.

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

Second, Council Member Bender moved to approve payment of the monthly professional bills as follows: Matty, Henrikson & Greve, LLC, \$9,569.33; William Logan, \$4,000.00; Cut Tech Rock LLP, \$3,575.00; Mary Hanna, Esq., \$700.00; Donald G. Bohning & Associates, \$34,870.50; Sixmo, \$3,875.00; and Argent Institutional Trust, \$500.00, for a total of \$57,089.83. Council Member Savage seconded the motion.

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

Voting Nay: None.

Abstain: None.

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

Committee of the Whole - The Committee of the Whole had one item for Council consideration. Council President Caruso moved to approve salary continuation for an injured Service Department employee. Council Vice President Savage seconded the motion.

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

Voting Nay: None.

Abstain: None.

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

Reports of Department Directors

Law Director Dave Matty: No report.

City Engineer Gerry Wise: No report.

Chief Building Official Scott Packard: No report.

Director of Human Services Dr. Steve Paciorek: No report.

Service Director Joe Kickel: No report.

Purchasing Director Monica Bartkiewicz: No report.

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Police Chief Stan Korinek: No report.

Fire Chief Mark Bender invited the community to attend the 56th Annual Firefighters Clam Bake Steak Roast on September 12 at the Horticultural Building. Serving was scheduled from 6:00 PM to 9:00 PM, and tickets were available through the Fire Department and firefighters.

Report of the Mayor

Mayor Kingston wished residents a safe and enjoyable Labor Day weekend and announced that City offices and Human Services would be closed on Labor Day, September 7, while the Community Center would remain open from 10:00 AM to 5:00 PM.

Mayor Kingston invited the community to attend a September 11 remembrance ceremony at 8:46 AM on the Square. The ceremony would include the American Legion Honor Guard and a 21-gun salute, with participation anticipated from the school district.

Mayor Kingston also announced the passing of former Brecksville Police Chief Michael J. Carlin III. The Mayor summarized Chief Carlin's distinguished military and law enforcement career, including his service in every rank within the Brecksville Police Department before becoming the City's seventh Police Chief. The Mayor also recounted Chief Carlin's courage and recovery following a 1983 shooting incident and recognized his subsequent return to service and completion of a 30-year police career.

Mayor Kingston extended condolences to Chief Carlin's family, friends, former colleagues, and all who knew him. In recognition of his service, flags at City facilities were to be lowered to half-staff from the following morning through Saturday evening after his funeral. The Mayor also thanked current and retired police officers who shared memories and information about Chief Carlin.

Adjournment

There being no further business, Council President Caruso moved to adjourn the meeting at 8:33 PM. The motion was seconded and approved by voice vote.

The meeting was adjourned.

President of Council

Clerk of Council

Mayor and Safety Director: Daryl Kingston

Clerk: Tammy Tabor

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

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5899

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A YEAR 2 RENEWAL AGREEMENT FOR TEMPORARY GENERAL
LABOR STAFFING SERVICES FOR CALENDAR YEAR 2027 WITH
SAFE STAFFING OF OHIO AS A SUPPLEMENTARY SOURCE FOR
TEMPORARY GENERAL LABOR STAFFING FOR THE BRECKSVILLE
SERVICE DEPARTMENT FROM JANUARY 1, 2027 THROUGH
DECEMBER 31, 2027; AND DECLARING AN EMERGENCY**

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

SECTION 1. The Mayor be, and hereby is, authorized to enter into a Year 2
Renewal Agreement for Temporary General Labor Staffing Services for
calendar year 2027 with Safe Staffing of Ohio as a supplementary source for
temporary general labor staffing for the Brecksville Service Department from
January 1, 2027 through December 31, 2027 at the same hourly mark-up of thirty
percent (30%), a copy of which renewal agreement is attached hereto as Exhibit
“A.”

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

SECTION 3. The Council declares this Resolution to be an emergency
measure necessary for the immediate preservation of the public peace, health,
safety and welfare, the reason for the emergency is the necessity to provide a
supplementary source for temporary staffing for the Service Department for
calendar year 2027, 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: September 15, 2026

APPROVED: September 15, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT “A”
AGREEMENT NO. 26-_____
TEMPORARY GENERAL LABOR STAFFING SERVICES
FOR CALENDAR YEAR 2027
YEAR 2 RENEWAL

AGREEMENT AND RELEASE OF LIABILITY

This AGREEMENT and Release of Liability (“AGREEMENT”) is made and entered this _____ day of _____, 2026 by and between the CITY OF BRECKSVILLE (“CITY”) and ___SAFE STAFFING OF OHIO___ (“CONTRACTOR”), together (“PARTIES”).

WHEREAS, The Council of the City of Brecksville, pursuant to Resolution No. _____, attached hereto as “EXHIBIT ONE”, adopted on the _____ day of _____, 2026, authorized the Mayor to enter into a Year 2 renewal AGREEMENT for the following:

“TEMPORARY GENERAL LABOR STAFFING SERVICES FOR BRECKSVILLE SERVICE DEPARTMENT”

WHEREAS, a Request for Proposal, attached hereto and made a part hereof and marked as "EXHIBIT TWO", was issued by the CITY on October 31, 2025 for the services described herein; and

WHEREAS, the CONTRACTOR submitted their proposal therefore, which proposal is attached hereto and made a part hereof and marked as "EXHIBIT THREE", and Brecksville City Council authorized the execution of a Year 1 agreement on December 2, 2025 with Resolution No. 5730.

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

1. **SERVICES:** The CONTRACTOR shall furnish the services above described to the CITY in accordance with its proposal (“EXHIBIT THREE”) for Year 2, and the specifications (“EXHIBIT TWO”).

2. **TERMINATION:** Termination by the City for Cause: If Contractor defaults or fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, The

City, after seven (7) days written notice to Contractor and without prejudice to any other remedy The City may have, terminate the Agreement for cause.

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

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

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

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

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

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

6. FEE FOR SERVICES: CITY agrees to pay the CONTRACTOR in the sum of an Hourly Bill Rate of \$23.40/Hour, based on an Hourly Pay Rate of \$18.00/Hour for Rubbish/Recycle/Leaf Collection Staffing as listed on attached EXHIBIT THREE, in full consideration of the proposal price therefore in the following manner: Temporary General Labor Staffing will be scheduled by the Brecksville Service Department as needed and may be invoiced after performance of work.

7. **TERM:** CONTRACTOR agrees that the services and labor contracted for herein shall be delivered from January 1, 2027 through December 31, 2027, with an hourly mark-up of _30_%.

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

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

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

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

10. **INSURANCE REQUIRED:** CONTRACTOR shall to provide a certificate of insurance to the CITY, indicating general liability insurance coverage of not less than Two Million Dollars (\$2,000,000) per occurrence, with a certificate of liability naming the CITY as an Additional Insured.

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

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

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

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

IN THE PRESENCE OF:

CITY:

City of Brecksville, Ohio

By _____

Daryl J. Kingston, Mayor

CONTRACTOR:

Company

Print Name

Title

Signature

APPROVED AS TO FORM AND LEGALITY:

David J. Matty, Director of Law

City of Brecksville

CERTIFICATE OF FUNDING

2027 TEMPORARY GENERAL LABOR STAFFING SERVICES FOR BRECKSVILLE SERVICE DEPARTMENT

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

Laura Starosta, Director of Finance
City of Brecksville, Ohio

Date: _____

EXHIBITS LIST

EXHIBIT ONE – RESOLUTION NO. _____

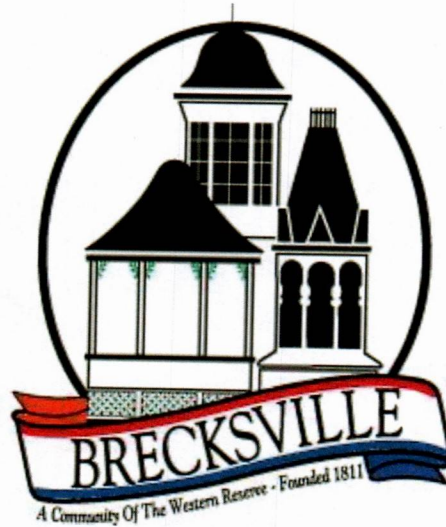
EXHIBIT TWO – REQUEST FOR PROPOSAL/SPECIFICATIONS

EXHIBIT THREE – STAFFING OF OHIO PROPOSAL

EXHIBIT ONE
RESOLUTION NO. _____

EXHIBIT TWO
REQUEST FOR PROPOSAL/SPECIFICATIONS

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



**TEMPORARY GENERAL LABOR STAFFING SERVICES
FOR BRECKSVILLE SERVICE DEPARTMENT**

CITY OF BRECKSVILLE
9069 BRECKSVILLE ROAD
BRECKSVILLE, OHIO 44141

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

City of Brecksville

Request For Proposal: Temporary General Labor Staffing Services

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

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

SPECIFICATIONS

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

Fee For Services

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

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

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

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

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

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

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

Physical Demands

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

Working Environment

Work is typically performed outside. In an outdoor environment, the temperature may exceed Seventy-

Five (75) degrees or be below Thirty-Two (32) degrees. The noise level can be moderate to loud; work near moving mechanical parts in precarious locations; work in areas of traffic; frequently exposed to wet and/or humid conditions.

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

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

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

Personal Protective Equipment

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

Contract Term and Worker Hours

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

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

CONTRACTOR INFORMATION

Company Name: _____

Address: _____

Web Site: _____

Contact Name: _____

Title: _____

Office Phone: _____ Cell Phone: _____

E-Mail: _____

Authorized Signature: _____

(Please type or print name)

Title: _____

Exceptions Noted: _____ Yes _____ No

Date of Proposal Submission: _____

PROPOSAL FORM

Company Name: _____

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

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

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

Hourly Pay Rate: \$18.00 Hourly Mark-Up %: _____ Hourly Bill Rate: \$ _____

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

Hourly Bill Rate To Include:

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

Hourly Bill Rate is Valid for the Period of 1/1/26 to 12/31/26: _____ Yes _____ No

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

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

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

City of Brecksville
Request For Proposal: Temporary General Labor Staffing Services

Background Check Data Kept on File at Contractor Location? Yes No

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

____ Yes ____ No: If yes, please provide list of drugs included in your test: _____

EXCEPTIONS

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name: _____

REFERENCES

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

Name: _____

Address: _____

Phone: _____

Contact Name: _____

Name: _____

Address: _____

Phone: _____

Contact Name: _____

Name: _____

Address: _____

Phone: _____

Contact Name: _____

Contractor Name: _____

TO BE EXECUTED WITH SELECTED CONTRACTOR/S

AGREEMENT AND RELEASE OF LIABILITY

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

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

"TEMPORARY GENERAL LABOR STAFFING SERVICES FOR BRECKSVILLE SERVICE DEPARTMENT"

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

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

1. **SERVICES:** The CONTRACTOR shall furnish the services above described to the CITY in accordance with its proposal and the specifications of the CITY.
2. **TERMINATION:** The CITY or the CONTRACTOR may terminate the resulting contract at any time by either party giving thirty days written notice to the other party of the intention to terminate the contract.
3. **BACKGROUND CHECKS & DRUG TESTING:** CONTRACTOR provides guarantee that all laborers will be administered criminal background checks and drug testing as specified, and only laborers that have passed these screenings will be assigned to the CITY.
4. **PAYMENT TERMS:** CITY will pay CONTRACTOR the fees and any other amounts invoiced under the AGREEMENT. Unless otherwise specified in the AGREEMENT, CITY will pay all amounts within 30 days of invoice. Any repairs to damaged structures not specified in advance to CONTRACTOR by the CITY will be billed back to the CITY. Payments shall be made by check.

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Date

CITY:

Date

EXHIBIT THREE
SAFE STAFFING OF OHIO PROPOSAL

City of Brecksville
Request For Proposal: Temporary General Labor Staffing Services

PROPOSAL FORM

Company Name: SAFE STAFFING OF OHIO

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

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

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

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

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

Hourly Bill Rate To Include:

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

ALL COMPENSATION TO THE EMPLOYEE,
WITHHOLDING, AND WORKMEN'S COMPENSATION.
WE ARE THE W-2 EMPLOYEE OF RECORD.

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

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

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

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

NO CHARGE FOR BACKGROUND CHECKS
TO THE CITY OF BRECKSVILLE

City of Brecksville
Request For Proposal: Temporary General Labor Staffing Services

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

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

☒ Yes ☐ No: If yes, please provide list of drugs included in your test: MARIJUANA,
COCAINE, METHAMPHETAMINE, OPIATES,
AMPHETAMINE

EXCEPTIONS

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

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Company Name: SAFE STAFFING OF OHIO

City of Brecksville
Request For Proposal: Temporary General Labor Staffing Services

REFERENCES

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

Name: CITY OF KENT
Address: 930 OVERHOLT RD. KENT, OH 44240
Phone: (330) 678-8105
Contact Name: BRAD McWAY

Name: CITY OF TALMADGE
Address: 210 OSCEOLA AVE TALMADGE, OH 44278
Phone: (330) 633-5130
Contact Name: MIKE WEIGAND

Name: CITY OF WESTLAKE
Address: 27700 HILLIARD BLVD. WESTLAKE, OH 44144
Phone: (440) 617-4289
Contact Name: LARRY SURBER

Company Name: SAFE STAFFING OF OHIO



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Relation Insurance Services Select, Inc. 25800 North Depot Street Suite 200 Olmsted Falls OH 44138		CONTACT NAME: Kathy Leathers PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Kathy.Leathers@relationinsurance.com															
INSURED Safe Staffing Of Ohio PO Box 39659 North Ridgeville OH 44039-0659		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><th>INSURER A:</th><th>NAIC #</th></tr><tr><td>Nationwide Insurance Company of Florida</td><td>10948</td></tr><tr><td>INSURER B: Nationwide Mutual Insurance Company</td><td>23787</td></tr><tr><td>INSURER C: United States Liability Insurance Company</td><td>^28595</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A:	NAIC #	Nationwide Insurance Company of Florida	10948	INSURER B: Nationwide Mutual Insurance Company	23787	INSURER C: United States Liability Insurance Company	^28595	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: United States Liability Insurance Company	^28595																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** CL2512896470

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ACBPB013088074183	01/29/2025	01/29/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						ACBPB013088074183
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			ACPCU013088074183	01/29/2025	01/29/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ACBPB013088074183	01/29/2025	01/29/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C				EPL1557176I	01/29/2024	01/29/2025	

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Brecksville 9069 Brecksville Rd Brecksville OH 44141	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer
01574521

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

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



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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



**Bureau of Workers'
Compensation**

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

City of Brecksville
Request For Proposal: Temporary General Labor Staffing Services

CONTRACTOR INFORMATION

Company Name:

SAFE STAFFING OF OHIO

Address:

5202 NORTHFIELD RD.

MAPLE HEIGHTS, OH 44137

Web Site:

WWW.SAFESTAFFINGOHIO.COM

Contact Name:

MICHAEL ARMOUR

Title:

VICE PRESIDENT

Office Phone:

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

E-Mail:

MIKE.ARMOUR@SAFESTAFFINGOHIO.COM

Authorized Signature:

Michael D. Armour

MICHAEL D. ARMOUR

(Please type or print name)

Title:

VICE PRESIDENT

Exceptions Noted:

 Yes

 X No

Date of Proposal Submission:

10/31/25

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5900

**A RESOLUTION AUTHORIZING THE MAYOR TO APPLY TO THE
NORTHEAST OHIO AREAWIDE COORDINATING AGENCY (NOACA)
THROUGH THEIR TRANSPORTATION FOR LIVABLE COMMUNITIES
INITIATIVE (TLCI) FOR FUNDING TO CONSTRUCT SIDEWALKS ON
CHIPPEWA ROAD (SR 82) FROM CINNABAR DRIVE TO RIVERVIEW
ROAD AND ADA PEDESTRIAN IMPROVEMENTS TO THE CHIPPEWA
ROAD/RIVERVIEW ROAD INTERSECTION; AND DECLARING AN
EMERGENCY**

WHEREAS, NOACA’s Transportation for Livable Communities Initiative provides federal funds to communities and public agencies for integrated transportation and land use planning and projects that strengthen community livability; and

WHEREAS, the TLCI program is paid on a reimbursement basis, and NOACA will issue awards funded at a maximum 80% of the total project budget, with the city required to provide the minimum twenty percent (20%) from non-federal sources.

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 apply to the Northeast Ohio Areawide Coordinating Agency (NOACA) through their Transportation for Livable Communities Initiative for funding to construct sidewalks on Chippewa Road (SR82) from Cinnabar Drive to Riverview Road and ADA pedestrian improvements to the Chippewa Road/Riverview Road intersection and to execute whatever documents are necessary to complete the application process. If successful in obtaining funding, the Mayor is authorized to execute whatever documents are necessary to effectuate the receipt of funds.

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 relates to the need to meet the deadline for the application of October 9, 2026, 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: September 15, 2026

APPROVED: September 15, 2026

MAYOR	CLERK OF COUNCIL
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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: September 9, 2026

Re: Purchasing-Related Items for the September 15, 2026 Council Committee Agendas

The following Purchasing-related requests will be presented for City Council's consideration at the September 15, 2026 Committee meetings:

Buildings & Grounds Committee

Legislation Authorizing the Mayor to Execute an Agreement with Kurtz Bros. for yard waste disposal in the amount of \$6.50 per cubic yard and leaf disposal in the amount of \$5.25 per cubic yard for a term from January 1, 2027 to December 31, 2027, to be paid from a Blanket Purchase Order. A Request for Quote was issued and one (1) response was submitted by Kurtz Bros. Pricing from Boyas, another vendor located within reasonable driving distance, was located on their company website, as they did not submit a response. Kurtz Bros.' pricing was the lowest. Kurtz Bros. is the City's current vendor and for the forthcoming term, the price per cubic yard increased by \$2.00 for leaves, from \$3.25 to \$5.25 per cubic yard, and remained the same for yard waste disposal.

Legislation Authorizing the Mayor to Execute an Agreement for supplementary snowplowing and senior snow plowing with Mattes Landscaping, Inc, for a term from October 11, 2026 to October 10, 2027 for Year 1 pricing and October 11, 2027 to October 10, 2028 for Year 2 pricing, to be paid from Blanket Purchase Orders. A Request for Quote was issued and one (1) response was submitted by Mattes Landscaping, Inc. Pricing increased by approximately 6.5% from the current term.

Finance Committee

Legislation Authorizing a Second-Year Renewal Contract with Petroleum Traders Corporation for Supplying Gasoline & Diesel Fuel for a term from January 1, 2027 to December 31, 2027. The bid of Petroleum Traders Corporation was opened November 7, 2025 for the purchase of gasoline and diesel fuel for a one-year period with an option to renew for an additional one-year period at the discretion of the City. The lowest and best bid for the fuel consortium is determined by the lowest "price differential" offered by the suppliers. Invoiced prices for fuel are determined by adding the price differential to the daily OPIS Average Rack price for the fuel, plus applicable taxes and delivery (OPIS = Oil Price Information Service). Authorization is requested to proceed a second-year renewal with Petroleum Traders Corporation, for which the pricing differential is same as for the current term.

Legislation Authorizing the Mayor to Execute to a Second-Year Renewal Contract with Safe Staffing of Ohio for Temporary General Labor Staffing Services for a term from January 1, 2027 to December 31, 2027. Request for Quote submittals were received by November 14, 2025 for Temporary General Labor Staffing Services for a one-year period with an option to renew for an additional one-year period at the discretion of the City. Authorization is requested to proceed a second-year renewal with Safe Staffing of Ohio, for which the pricing is same as for the current term.

Legislation Authorizing the Mayor to Apply to the Northeast Ohio Areawide Coordinating Agency (NOACA) for funding through the TLCI Implementation Grant program to construct sidewalks on Chippewa Road (SR 82) from Cinnabar Drive to Riverview Road and ADA pedestrian improvements to the Chippewa Road/Riverview Road intersection. the TLCI program is paid on a reimbursement basis, and NOACA will issue awards funded at a maximum eighty percent (80%) of the total project cost, with the city required to provide the minimum twenty percent (20%) from non-federal sources.

Legislation Committee

No Purchasing-related items.

Safety-Service Committee

A Motion to Authorize a Purchase Requisition for Oil City Bumper Co. LLC in the amount of \$8,500.00 for the purchase of three used replacement pickup truck beds. A memo from Service Director Kickel is enclosed.

Account No. C1100420-26020

A Motion to Authorize a Purchase Requisition for Environmental Equipment Sales & Service in the amount of \$12,039.25 for the purchase of replacement equipment for a 2016 Refuse Packer. A memo from Service Director Kickel is enclosed.

Account No. 1100622-26020

Streets & Sidewalks Committee

No Purchasing-related items.

Utilities Committee

A Motion to Authorize a Purchase Requisition for Donald G. Bohning and Associates, Inc., to provide Construction Management Services for the Riverview Road Culvert (C-14) Replacement Project in the amount of \$10,440.00. A memo from Service Director Kickel is enclosed.

Account No. C4800171-35050

Project ID SW260001

QUOTE TABULATION					
Yard Waste & Leaf Disposal					
Term: January 1, 2027 to December 31, 2027					
Company Name	Leaf Disposal (per cubic yard)	Round Trip Distance from Brecksville City Limits	Yard Waste Disposal (per cubic yard)	Round Trip Distance from Brecksville City Limits	Exceptions Noted
Boyas Excavating	\$ 10.00	10 miles	\$ 12.00	10 miles	Did not submit pricing, but pricing accessed from Boyas website.
Kurtz Bros	\$ 5.25	16 miles	\$ 6.50	16 miles	"We not longer can accept material at our Broadview Heights location. That site is limited on space. Canal Road is our proposal."

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH KURTZ BROS.
FOR THE DISPOSAL OF YARD WASTE & LEAVES
COLLECTED BY THE BRECKSVILLE SERVICE
DEPARTMENT FOR CALENDAR YEAR 2027;
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 is hereby authorized to enter into an Agreement with Kurtz Bros. for the disposal of yard waste & leaves collected by the Brecksville Service Department for calendar year 2027, in accordance with the agreement attached hereto, expressly made a part hereof by reference, and marked Exhibit “A,” at a cost of five dollars and twenty-five cents (\$5.25) per cubic yard for the disposal of leaves and six dollars and fifty cents (\$6.50) for the disposal of yard waste, for the period from January 1, 2027 through December 31, 2027.

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 the same relates to the emergency need for leaf disposal services and 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

EXHIBIT “A”
AGREEMENT

DISPOSAL OF YARD WASTE & LEAVES COLLECTED BY THE
BRECKSVILLE SERVICE DEPARTMENT FOR CALENDAR YEAR 2027

THIS AGREEMENT (hereinafter designated as the “AGREEMENT”) made and entered into at Brecksville, Ohio, this ____ day of _____, 2026, by and between the City of Brecksville (hereinafter designated as the "CITY") and __**Kurtz Bros.**__, a corporation organized and existing under the laws of the State of __**Ohio**__(hereinafter designated as the "CONTRACTOR").

WITNESSETH

WHEREAS, Brecksville City Council accepted the pricing of the CONTRACTOR for DISPOSAL OF YARD WASTE & LEAVES COLLECTED BY THE BRECKSVILLE SERVICE DEPARTMENT by Ordinance No. _____ on _____, 2026;

WHEREAS, the CONTRACTOR, has submitted their pricing attached hereto as “EXHIBIT ONE” in response to a request for pricing,

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties agree as follows:

(1) The CITY will pay the CONTRACTOR in the sum of \$5.25 per cubic yard for the disposal of leaves collected by the Brecksville Service Department for the period from January 1, 2027 to December 31, 2027. The CITY will pay the CONTRACTOR in the sum of \$6.50 per cubic yard for the disposal of yard waste collected by the Brecksville Service Department for the period from January 1, 2027 to December 31, 2027.

(2) Billing shall be on a monthly basis for leaves and yard waste actually delivered to and accepted by the CONTRACTOR during the previous month. Billing for leaves and yard waste shall be completed separately from one another. Statements shall include number of loads accepted, the number of compacted cubic yards and the cost per cubic yard for leaves and yard waste. Delivery tickets, signed by the CITY’s driver, stating date of delivery, CITY’s truck number and size of load, shall accompany each statement.

(3) Any unresolved claim or other unresolved matter between the parties to the AGREEMENT shall be resolved by voluntary negotiation of the parties and if not resolved, by litigation between the parties to THE AGREEMENT which shall be situated in a state or federal court located in Cleveland, Ohio having jurisdiction over the parties. Contractor expressly acknowledges and agrees that the Cuyahoga County Common Pleas Court and United States District Court for the Northern District of Ohio shall have jurisdiction over both the parties to this Agreement and over all matters alleged in any lawsuit filed in such courts and shall be proper venue therefor.

The CITY and CONTRACTOR understand and agree that, in the event of any litigation, relating either to disputes under this Agreement, each party shall bear their own respective costs and expenses, including but not limited to the fees of attorneys and experts.

(4) Termination by the CITY for Cause: If CONTRACTOR defaults or fails or neglects to provide the service or fails to perform a provision of this agreement, the CITY, after seven (7) days written notice to CONTRACTOR and without prejudice to any other remedy the CITY may have, terminate this agreement for cause.

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

(4) CONTRACTOR hereby indemnifies and agrees to defend CITY, its elected and appointed officials, officers, employees, or volunteers, from any and all manner of actions, causes of actions, suits, debts, claims, demands, liabilities, loss, expenses or damage arising out of the ordering, renting, use, condition, or operation of the equipment during the rental period, including liability for death, injury to persons, or damage to property.

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

property of any such third party resulting from this agreement.

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

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

IN THE PRESENCE OF:

CITY:

City of Brecksville, Ohio

By _____

Daryl J. Kingston, Mayor

CONTRACTOR:

Company

Print Name

Title

Signature

EXHIBIT LIST

EXHIBIT ONE – CONTRACTOR PRICING

EXHIBIT ONE
Contractor Pricing



City of Brecksville

REQUEST FOR QUOTE

Yard Waste & Leaf Disposal Pricing

Quotes are requested for the disposal of leaves and yard waste collected by the City of Brecksville Service Department for a term from January 1, 2027 to December 31, 2027. Please complete this form and email to Monica Bartkiewicz, Director of Purchasing, at mbartkiewicz@brecksville.oh.us by **noon on Monday, September 7, 2026** for consideration.

Leaves:

\$ 5.25 /cubic yard for a term from January 1, 2027 to December 31, 2027

Name and Location of Facility

KURTZ Bros
5603 CANAL RD. VALLEY VIEW 44125

Facility location is 16 miles miles round trip from Brecksville City limits.

Yard Waste:

\$ 6.50 /cubic yard for a term from January 1, 2027 to December 31, 2027

Name and Location of Facility

KURTZ Bros
5603 CANAL RD. VALLEY VIEW 44125

Facility location is 16 miles miles round trip from Brecksville City limits.

(FORM CONTINUED ON FOLLOWING PAGE)

(FORM CONTINUED)

Company:

KURTZ Bros. Inc

Contact:

Peter ZAPPOLTA

Address:

6415 GRANGER RD.

INDEPENDENCE OHIO

Phone:

216-315-
0747

E-mail:

PeterZ@KURTZ-BROS.
COM

Comments/Exceptions/Potential Additional Expenses:

* WE NO LONGER CAN ACCEPT MATERIAL AT
OUR BROADVIEW HTS LOCATION, THAT
SITE IS LIMITED ON SPACE.
CANAL ROAD IS OUR PROPOSAL. PJ

Submit questions in writing to Monica Bartkiewicz at mbartkiewicz@brecksville.oh.us



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: September 9, 2026

Re: Purchasing-Related Items for the September 15, 2026 Council Committee Agendas

The following Purchasing-related requests will be presented for City Council's consideration at the September 15, 2026 Committee meetings:

Buildings & Grounds Committee

Legislation Authorizing the Mayor to Execute an Agreement with Kurtz Bros. for yard waste disposal in the amount of \$6.50 per cubic yard and leaf disposal in the amount of \$5.25 per cubic yard for a term from January 1, 2027 to December 31, 2027, to be paid from a Blanket Purchase Order. A Request for Quote was issued and one (1) response was submitted by Kurtz Bros. Pricing from Boyas, another vendor located within reasonable driving distance, was located on their company website, as they did not submit a response. Kurtz Bros.' pricing was the lowest. Kurtz Bros. is the City's current vendor and for the forthcoming term, the price per cubic yard increased by \$2.00 for leaves, from \$3.25 to \$5.25 per cubic yard, and remained the same for yard waste disposal.

Legislation Authorizing the Mayor to Execute an Agreement for supplementary snowplowing and senior snow plowing with Mattes Landscaping, Inc. for a term from October 11, 2026 to October 10, 2027 for Year 1 pricing and October 11, 2027 to October 10, 2028 for Year 2 pricing, to be paid from Blanket Purchase Orders. A Request for Quote was issued and one (1) response was submitted by Mattes Landscaping, Inc. Pricing increased by approximately 6.5% from the current term.

Finance Committee

Legislation Authorizing a Second-Year Renewal Contract with Petroleum Traders Corporation for Supplying Gasoline & Diesel Fuel for a term from January 1, 2027 to December 31, 2027. The bid of Petroleum Traders Corporation was opened November 7, 2025 for the purchase of gasoline and diesel fuel for a one-year period with an option to renew for an additional one-year period at the discretion of the City. The lowest and best bid for the fuel consortium is determined by the lowest "price differential" offered by the suppliers. Invoiced prices for fuel are determined by adding the price differential to the daily OPIS Average Rack price for the fuel, plus applicable taxes and delivery (OPIS = Oil Price Information Service). Authorization is requested to proceed a second-year renewal with Petroleum Traders Corporation, for which the pricing differential is same as for the current term.

Legislation Authorizing the Mayor to Execute to a Second-Year Renewal Contract with Safe Staffing of Ohio for Temporary General Labor Staffing Services for a term from January 1, 2027 to December 31, 2027. Request for Quote submittals were received by November 14, 2025 for Temporary General Labor Staffing Services for a one-year period with an option to renew for an additional one-year period at the discretion of the City. Authorization is requested to proceed a second-year renewal with Safe Staffing of Ohio, for which the pricing is same as for the current term.

Legislation Authorizing the Mayor to Apply to the Northeast Ohio Areawide Coordinating Agency (NOACA) for funding through the TLCI Implementation Grant program to construct sidewalks on Chippewa Road (SR 82) from Cinnabar Drive to Riverview Road and ADA pedestrian improvements to the Chippewa Road/Riverview Road intersection. the TLCI program is paid on a reimbursement basis, and NOACA will issue awards funded at a maximum eighty percent (80%) of the total project cost, with the city required to provide the minimum twenty percent (20%) from non-federal sources.

Legislation Committee

No Purchasing-related items.

Safety-Service Committee

A Motion to Authorize a Purchase Requisition for Oil City Bumper Co. LLC in the amount of \$8,500.00 for the purchase of three used replacement pickup truck beds. A memo from Service Director Kickel is enclosed.

Account No. C1100420-26020

A Motion to Authorize a Purchase Requisition for Environmental Equipment Sales & Service in the amount of \$12,039.25 for the purchase of replacement equipment for a 2016 Refuse Packer. A memo from Service Director Kickel is enclosed.

Account No. 1100622-26020

Streets & Sidewalks Committee

No Purchasing-related items.

Utilities Committee

A Motion to Authorize a Purchase Requisition for Donald G. Bohning and Associates, Inc., to provide Construction Management Services for the Riverview Road Culvert (C-14) Replacement Project in the amount of \$10,440.00. A memo from Service Director Kickel is enclosed.

Account No. C4800171-35050

Project ID SW260001

AGREEMENT

SUPPLEMENTARY & SENIOR SNOWPLOWING FOR THE 2026-2027 SNOW SEASON AND 2027-2028 SNOW SEASON

THIS AGREEMENT (hereinafter designated as the "AGREEMENT") made and entered into at Brecksville, Ohio, this ____ day of _____, 2026, by and between the City of Brecksville (hereinafter designated as the "CITY") and __**Mattes Landscaping, Inc.**__, a corporation organized and existing under the laws of the State of __**Ohio**__(hereinafter designated as the "CONTRACTOR").

WITNESSETH

WHEREAS, Brecksville City Council accepted the pricing of the CONTRACTOR for SUPPLEMENTARY & SENIOR SNOWPLOWING FOR THE 2026-2027 SNOW SEASON AND 2027-2028 SNOW SEASON by Ordinance No. _____ on _____, 2026;

WHEREAS, the CONTRACTOR, has submitted their pricing attached hereto as "EXHIBIT ONE" in response to a request for pricing, attached hereto as "EXHIBIT TWO."

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties agree as follows:

(1) The CITY will pay the CONTRACTOR in accordance with the submitted Year 1 pricing ("EXHIBIT ONE") for the period from October 11, 2026 to October 10, 2027. The CITY will pay the CONTRACTOR in accordance with the submitted Year 2 pricing ("EXHIBIT ONE") for the period from October 11, 2027 to October 10, 2028

(2) Billing shall be on a monthly basis for snow plowing performed during the previous month, unless otherwise agreed upon by the CITY. Billing for Supplementary Snowplowing and Senior Snowplowing shall be completed separately from one another.

(3) Any unresolved claim or other unresolved matter between the parties to the AGREEMENT shall be resolved by voluntary negotiation of the parties and if not resolved, by litigation between the parties to THE AGREEMENT which shall be situated in a state or federal court located in Cleveland, Ohio having jurisdiction over the parties. CONTRACTOR expressly acknowledges and agrees

that the Cuyahoga County Common Pleas Court and United States District Court for the Northern District of Ohio shall have jurisdiction over both the parties to this Agreement and over all matters alleged in any lawsuit filed in such courts and shall be proper venue therefor.

The CITY and CONTRACTOR understand and agree that, in the event of any litigation, relating either to disputes under this Agreement, each party shall bear their own respective costs and expenses, including but not limited to the fees of attorneys and experts.

(4) Termination by the CITY for Cause: If CONTRACTOR defaults or fails or neglects to provide the service or fails to perform a provision of this agreement, the CITY, after seven (7) days written notice to CONTRACTOR and without prejudice to any other remedy the CITY may have, terminate this agreement for cause.

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

(4) CONTRACTOR hereby indemnifies and agrees to defend CITY, its elected and appointed officials, officers, employees, or volunteers, from any and all manner of actions, causes of actions, suits, debts, claims, demands, liabilities, loss, expenses or damage arising out of the ordering, renting, use, condition, or operation of the equipment during the rental period, including liability for death, injury to persons, or damage to property.

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

Neither CONTRACTOR nor CITY shall be liable for any failure or delay in performing its obligations under this agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military

City of Brecksville
Supplementary & Senior Snowplowing for the 2026-2027 Snow Season and 2027-2028 Snow Season

authorities, fires, floods, accidents, strikes or shortages of transportation, facilities, fuel, energy, labor, or materials.

(4) CONTRACTOR agrees to provide a certificate of insurance to the City, indicating general liability insurance coverage of not less than One Million Dollars (\$1,000,000) per occurrence, with a certificate of liability naming the City as an Additional Insured.

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

IN THE PRESENCE OF:

CITY:

City of Brecksville, Ohio

By _____

Daryl J. Kingston, Mayor

CONTRACTOR:

Company

Print Name Title

Signature

EXHIBIT LIST

EXHIBIT ONE – CONTRACTOR PRICING

EXHIBIT TWO – REQUEST FOR QUOTE DOCUMENT

EXHIBIT ONE
Contractor Pricing

QUOTE FORM - FIRST YEAR PRICING – 10/11/26 – 10/10/27

Quote pricing shall be based on: the total amount for plowing each location one time; the total price for salting parking lots and entrance drives at each location one time; the total amount for clearing all sidewalks at each location one time; the price for one bag of de-icer for sidewalks. Contractors are asked to provide the cost per hour for rental of a front-end loader with operator. These services would be requested if removal of accumulated snow piles become necessary and the City needs assistance. Contractors would be requested to deposit removed snow off-site at another City property.

COST FOR PLOWING ONE TIME:

<i>BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT</i>	\$ <u>62.00</u>
<i>SOUTHWEST MUNICIPAL PARKING LOT</i>	\$ <u>67.00</u>
<i>OLD TOWN ANNEX</i>	\$ <u>36.00</u>
<i>BRECKSVILLE POLICE DEPARTMENT</i>	\$ <u>165.00</u>
<i>COMMUNITY CENTER & HUMAN SERVICES CENTER</i>	\$ <u> </u>
TOTAL COST FOR PLOWING ALL LOCATIONS ONE TIME	\$ <u>330.00</u>

COST FOR SALTING LOTS & DRIVES ONE TIME:

<i>BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT</i>	\$ <u>57.00</u>
<i>SOUTHWEST MUNICIPAL PARKING LOT</i>	\$ <u>67.00</u>
<i>OLD TOWN ANNEX</i>	\$ <u>31.00</u>
<i>BRECKSVILLE POLICE DEPARTMENT</i>	\$ <u>165.00</u>
<i>COMMUNITY CENTER & HUMAN SERVICES CENTER</i>	\$ <u>450.00</u>
TOTAL COST FOR SALTING ALL LOCATIONS ONE TIME	\$ <u>770.00</u>

COST FOR CLEARING & DE-ICING SIDEWALKS ONE TIME:

<i>BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT</i>	\$ <u>47.00</u>
<i>SOUTHWEST MUNICIPAL PARKING LOT</i>	\$ <u>57.00</u>
<i>OLD TOWN ANNEX</i>	\$ <u>16.00</u>
<i>BRECKSVILLE POLICE DEPARTMENT</i>	\$ <u>113.00</u>
<i>PEDESTRIAN ALLEY</i>	\$ <u>36.00</u>
<i>COMMUNITY CENTER & HUMAN SERVICES CENTER</i>	\$ <u>226.00</u>
TOTAL COST FOR SIDEWALKS ALL LOCATIONS ONE TIME	\$ <u>495.00</u>
COST FOR EACH <u>80</u> #BAG OF DE-ICER APPLIED	\$ <u>20.00</u>

QUOTE FORM - SECOND YEAR PRICING – 10/11/27 – 10/10/28

Quote pricing shall be based on: the total amount for plowing each location one time; the total price for salting parking lots and entrance drives at each location one time; the total amount for clearing all sidewalks at each location one time; the price for one bag of de-icer for sidewalks. Contractors are asked to provide the cost per hour for rental of a front-end loader with operator. These services would be requested if removal of accumulated snow piles become necessary and the City needs assistance. Contractors would be requested to deposit removed snow off-site at another City property.

COST FOR PLOWING ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 64.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 69.00
OLD TOWN ANNEX	\$ 37.00
BRECKSVILLE POLICE DEPARTMENT	\$ 170.00
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ 462.00
TOTAL COST FOR PLOWING ALL LOCATIONS ONE TIME	\$ 802.00

COST FOR SALTING LOTS & DRIVES ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 59.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 69.00
OLD TOWN ANNEX	\$ 32.00
BRECKSVILLE POLICE DEPARTMENT	\$ 170.00
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ 462.00
TOTAL COST FOR SALTING ALL LOCATIONS ONE TIME	\$ 792.00

COST FOR CLEARING & DE-ICING SIDEWALKS ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 49.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 59.00
OLD TOWN ANNEX	\$ 17.00
BRECKSVILLE POLICE DEPARTMENT	\$ 116.00
PEDESTRIAN ALLEY	\$ 37.00
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ 232.00
TOTAL COST FOR SIDEWALKS ALL LOCATIONS ONE TIME	\$ 510.00
COST FOR EACH <u>80</u> #BAG OF DE-ICER APPLIED	\$ 21.00

COST PER PLOW PER DRIVEWAY FOR SENIOR SNOWPLOWING PROGRAM:

YEAR 1: \$ 50.00

YEAR 2: \$ 55.00

EQUIPMENT RENTAL:

HOURLY CHARGE FOR FRONT-END LOADER W/ OPERATOR

YEAR 1: \$ 175.00/hour

YEAR 2: \$ 175.00/hour

CONTRACTOR INFORMATION & SIGNATURE:

COMPANY NAME: Mattes Landscaping, Inc.

COMPANY ADDRESS: 4671 Royalwood Road, N. Royalton, OH 44133

PHONE: 440-343-2669

CONTACT NAME: Steve Mattes

CONTACT E-MAIL: steve@matteslandscaping.com

AUTHORIZED SIGNATURE & TITLE:

Stephen Mattes President

TYPE OR PRINT NAME:

Steve Mattes

City of Brecksville

Supplementary & Senior Snowplowing for the 2026-2027 Snow Season and 2027-2028 Snow Season

EXHIBIT TWO
Request for Quote Document

REQUEST FOR QUOTES

2026 SUPPLEMENTARY & SENIOR SNOW PLOWING SERVICE

FOR THE CITY OF BRECKSVILLE



CITY OF BRECKSVILLE
9069 BRECKSVILLE ROAD
BRECKSVILLE, OHIO 44141

QUOTES DUE:
September 7, 2026
12:00 PM

INSTRUCTIONS

Quotes will be received by the Purchasing Director of the City of Brecksville ("City") in the Purchasing Department office at 9069 Brecksville Road, Brecksville, Ohio, 44141, until 12:00 PM on Monday, September 7, 2026 for Supplementary & Senior Snowplowing services for the Brecksville Service Department.

Quotes must be submitted on the enclosed Quote Form. Return quotes via email to Monica Bartkiewicz, Director of Purchasing, mbartkiewicz@brecksville.oh.us.

All contractors are expected to familiarize themselves with the scope of work at each property. No allowance will be given during the contract period for any extra charges that might arise from the contractor's unfamiliarity with the facilities or misunderstanding of the specifications. A tour of the properties may be arranged by calling Matt Thomas at 440-526-2629.

Exceptions to the City's specifications must be fully detailed on the enclosed Exception Sheet, and submitted with the quote; if none, specify such on the Exception Sheet and submit with quote.

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

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

Before a contract is awarded, the City may request that a contractor furnish evidence satisfactory to the City that he has the necessary equipment, ability and financial resources to fulfill the conditions of the contract and specifications.

The successful contractor must carry public liability insurance with limits of at least \$250,000/500,000 bodily injury and \$100,000 property damage, or \$500,000 CSL, said policy to include the City of Brecksville as an additional named insured and said contractor shall comply with the requirements of all federal and state laws and regulations relating to Worker's Compensation, so that the City of Brecksville will not be liable in any way for any claim evolving from the execution of this contract. The successful contractor shall agree to indemnify and hold the City harmless from any and all liability, whether direct or indirect, as a result of the performance under this contract. Said indemnification shall include the obligation to defend the City against any and all claims or litigation, including the cost of attorney's fees.

The successful contractor shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to same, or any part thereof, without previous consent in writing from the City of Brecksville, endorsed on or attached to, the contract.

In case of default by the contractor, the City may procure the services from another source and hold the contractor responsible for any excess costs occasioned or incurred thereby.

The City or the contractor may terminate the resulting contract at any time by either party giving thirty (30) days written notice to the other party of the intention to terminate the contract.

By submitting a quote, each vendor is ensuring that he is an Equal Opportunity Employer, and that his employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin. By signing a contract with the City, the successful contractor guarantees that he complies with the above provision, and all other applicable state and federal laws regarding public contract work.

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

SPECIFICATIONS

The City of Brecksville wishes to retain the services of a professional snow plowing service to clear snow and ice from various parking lots and sidewalks during the winter months. Contract will commence October 11, 2026 and remain in effect for one (1) year. The City may choose to renew for one (1) additional year, so quotes for a second year are also requested.

Locations are as follows. Each location includes some combination of parking lot, entrance and exit drives, walkways to entrances, sidewalks.

- **Brecksville Postal Unit and Municipal Parking Lot**
9009 Brecksville Road
- **Brecksville Police Department**
9020 Brecksville Road
- **Old Town Hall Annex**
49 Public Square
- **Southwest Municipal Parking Lot & Pedestrian Alley**
7 Public Square
- **Brecksville Community Center**
1 Community Drive
- **Brecksville Human Services Center**
2 Community Drive
- **Various Addresses for Plowing of Senior Driveways**

Plowing shall commence when at least 2" of snowfall has occurred unless otherwise specified and must be completed by the time indicated for each location in the next section. Should snow continue to accumulate during the day, plowing shall be done again at 2:00 PM at locations indicated in next section. Regardless of snow accumulation, if parking lots are icy, they shall be salted, whether or not plowing is necessary.

Snow may not be pushed into roadways, onto property of others, or piled in any way that would obstruct roadway or pedestrian traffic or site clearance for either.

Clearing of sidewalks shall commence when at least 1" of snowfall has occurred and must be completed by the time indicated for each location. Regardless of snow accumulation, if sidewalks are icy, they shall be salted, whether or not shoveling is necessary.

Invoices shall be submitted once per month for services performed during the prior thirty (30) day period and shall be broken down by date and location of service.

REQUIRED SERVICES BY LOCATION

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT

- Approximately 259' of sidewalk; sidewalks from Brecksville Road up to and around the Post Office Building.
- To be cleared by 6:00 AM and again at 2:00 PM if needed, seven (7) days a week if necessary.

SOUTHWEST MUNICIPAL PARKING LOT

- Approximately 428' of sidewalk; sidewalks along Route. 82 and walks along back of buildings; including walks leading to entrance door.
- To be cleared by 8:00 AM, seven (7) days a week if necessary.

PEDESTRIAN ALLEY

- Approximately 59' in length; brick area between buildings.
- To be cleared by 8:00 AM, seven (7) days a week if necessary. Public vehicular traffic is not permitted (including the contractor), clear for pedestrian traffic only.

VARIOUS CITY OF BRECKSVILLE ADDRESSES OF DRIVEWAYS FOR SENIOR SNOWPLOWING

- Snowplow an estimated 15-20 driveways for Brecksville senior citizens who have signed up for the service through our Human Services Department.
- The plowing will include removal of snow four (4) inches and greater. Snow will be removed from all paved areas and stacked to provide maximum parking. Plowing to be completed by 8 AM unless otherwise requested. In the event of a heavy snowfall during daytime hours, plowing will be done again on open areas to maintain traffic flow.

OLD TOWN HALL ANNEX

- Approximately 10' of sidewalk; sidewalk from parking lot to main entrance door.
- To be cleared by 7:30 AM, seven (7) days a week if necessary.

BRECKSVILLE POLICE DEPARTMENT

- Approximately 646' of sidewalk; please see attached illustration for more detailed measurements.
- To be cleared by 7:30 a.m., seven days a week if necessary.

BRECKSVILLE COMMUNITY CENTER & HUMAN SERVICES CENTER WALKWAYS,

- Approximately 1,325' of sidewalk and approximately 1,750 square feet of paved entryway; please see attached illustration.
- To be cleared by 5:00 AM of snow and ice and kept clear throughout the day until 10 PM, Monday through Friday, 7 PM on Saturday, and 6 PM on Sunday.

QUALIFICATIONS

The City wishes to retain the services of a professional snowplowing firm, with personnel and owned equipment sufficient to give the locations listed herein priority attention. By signing an agreement, the contractor will agree to perform the services listed seven (7) days a week if needed, with completion by the times designated. No exceptions will be allowed.

Contractors are asked to submit an attachment with the Quote Form which details the number of years the company has been in the commercial snowplowing business, the number of personnel on staff available to perform the listed services, and the year, make and models of all equipment owned by the company for snowplowing purposes. References for similar work are also required, preferably from clients whose need for plowing is critical to their operations, as it is to the City.

All of the items listed in this section will be of primary importance in the determination of lowest and best quote.

REFERENCES

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

Agency/Company Name: _____

Description of Work: _____

Person to Contact & Title: _____

Agency/Company: _____ Phone Number: _____

Agency/Company Name: _____

Description of Work: _____

Person to Contact & Title: _____

Agency/Company: _____ Phone Number: _____

Agency/Company Name: _____

Description of Work: _____

Person to Contact & Title: _____

Agency/Company: _____ Phone Number: _____

NAME OF CONTRACTOR _____

EXCEPTION SHEET

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

NAME OF CONTRACTOR _____

QUOTE FORM - FIRST YEAR PRICING – 10/11/26 – 10/10/27

Quote pricing shall be based on: the total amount for plowing each location one time; the total price for salting parking lots and entrance drives at each location one time; the total amount for clearing all sidewalks at each location one time; the price for one bag of de-icer for sidewalks. Contractors are asked to provide the cost per hour for rental of a front-end loader with operator. These services would be requested if removal of accumulated snow piles become necessary and the City needs assistance. Contractors would be requested to deposit removed snow off-site at another City property.

COST FOR PLOWING ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ _____
SOUTHWEST MUNICIPAL PARKING LOT	\$ _____
OLD TOWN ANNEX	\$ _____
BRECKSVILLE POLICE DEPARTMENT	\$ _____
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ _____
TOTAL COST FOR PLOWING ALL LOCATIONS ONE TIME	\$ _____

COST FOR SALTING LOTS & DRIVES ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ _____
SOUTHWEST MUNICIPAL PARKING LOT	\$ _____
OLD TOWN ANNEX	\$ _____
BRECKSVILLE POLICE DEPARTMENT	\$ _____
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ _____
TOTAL COST FOR SALTING ALL LOCATIONS ONE TIME	\$ _____

COST FOR CLEARING & DE-ICING SIDEWALKS ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ _____
SOUTHWEST MUNICIPAL PARKING LOT	\$ _____
OLD TOWN ANNEX	\$ _____
BRECKSVILLE POLICE DEPARTMENT	\$ _____
PEDESTRIAN ALLEY	\$ _____
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ _____
TOTAL COST FOR SIDEWALKS ALL LOCATIONS ONE TIME	\$ _____
COST FOR EACH _____ #BAG OF DE-ICER APPLIED	\$ _____

QUOTE FORM - SECOND YEAR PRICING – 10/11/27 – 10/10/28

Quote pricing shall be based on: the total amount for plowing each location one time; the total price for salting parking lots and entrance drives at each location one time; the total amount for clearing all sidewalks at each location one time; the price for one bag of de-icer for sidewalks. Contractors are asked to provide the cost per hour for rental of a front-end loader with operator. These services would be requested if removal of accumulated snow piles become necessary and the City needs assistance. Contractors would be requested to deposit removed snow off-site at another City property.

COST FOR PLOWING ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ _____
SOUTHWEST MUNICIPAL PARKING LOT	\$ _____
OLD TOWN ANNEX	\$ _____
BRECKSVILLE POLICE DEPARTMENT	\$ _____
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ _____
TOTAL COST FOR PLOWING ALL LOCATIONS ONE TIME	\$ _____

COST FOR SALTING LOTS & DRIVES ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ _____
SOUTHWEST MUNICIPAL PARKING LOT	\$ _____
OLD TOWN ANNEX	\$ _____
BRECKSVILLE POLICE DEPARTMENT	\$ _____
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ _____
TOTAL COST FOR SALTING ALL LOCATIONS ONE TIME	\$ _____

COST FOR CLEARING & DE-ICING SIDEWALKS ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ _____
SOUTHWEST MUNICIPAL PARKING LOT	\$ _____
OLD TOWN ANNEX	\$ _____
BRECKSVILLE POLICE DEPARTMENT	\$ _____
PEDESTRIAN ALLEY	\$ _____
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ _____
TOTAL COST FOR SIDEWALKS ALL LOCATIONS ONE TIME	\$ _____
COST FOR EACH _____ #BAG OF DE-ICER APPLIED	\$ _____

COST PER PLOW PER DRIVEWAY FOR SENIOR SNOWPLOWING PROGRAM:

YEAR 1: \$_____

YEAR 2: \$_____

EQUIPMENT RENTAL:

HOURLY CHARGE FOR FRONT-END LOADER W/ OPERATOR

YEAR 1: \$_____

YEAR 2: \$_____

CONTRACTOR INFORMATION & SIGNATURE:

COMPANY NAME: _____

COMPANY ADDRESS: _____

PHONE: _____

CONTACT NAME: _____

CONTACT E-MAIL: _____

AUTHORIZED SIGNATURE & TITLE:

TYPE OR PRINT NAME:



PLOW

SIDEWALKS

Brecksville Boundary

Right Of Way

Brecksville Parcels

Legend

Estimated Locations Only



PLOW

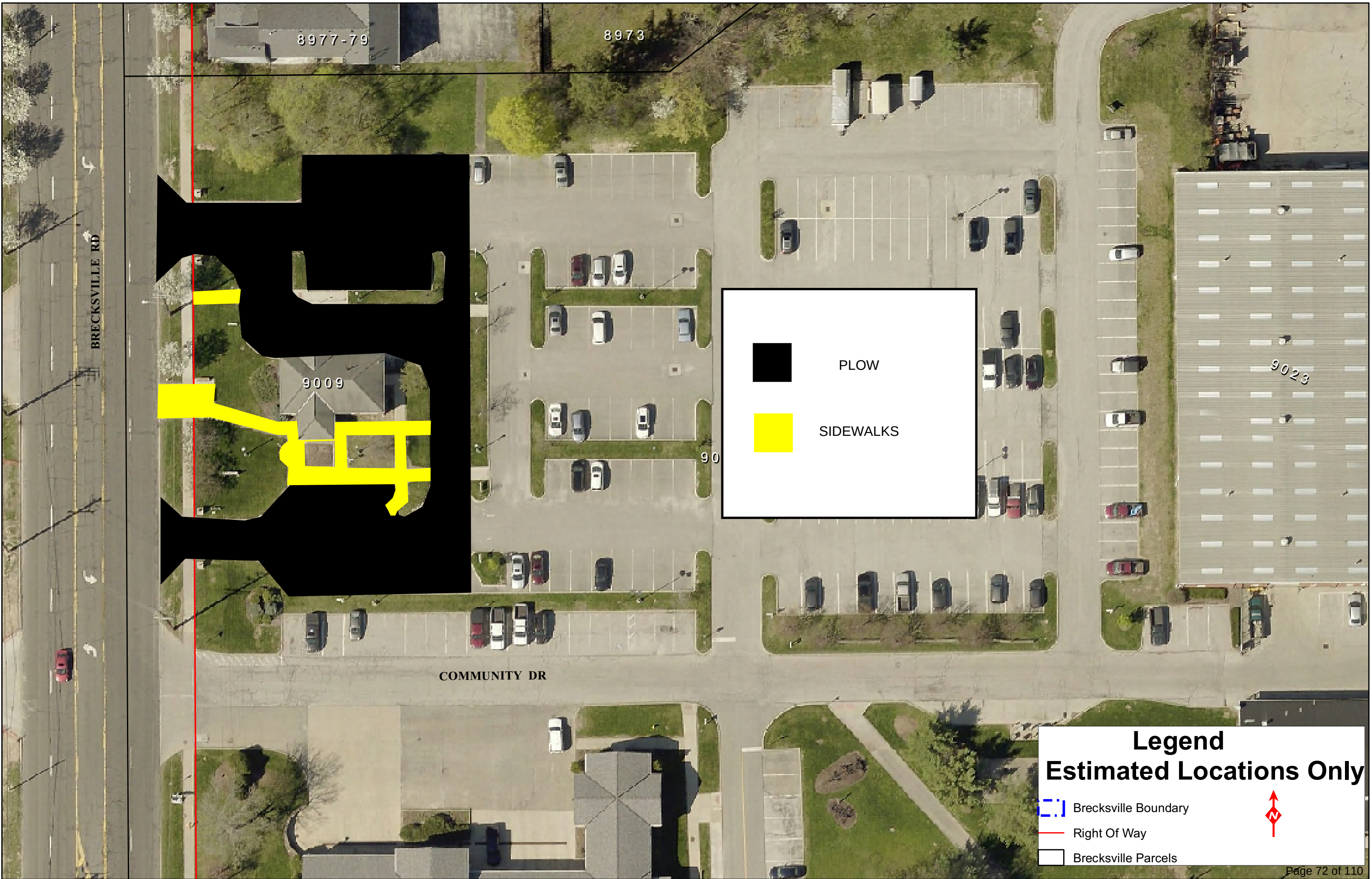
SIDEWALKS

Brecksville Boundary

Right Of Way

Brecksville Parcels

←2→



Legend

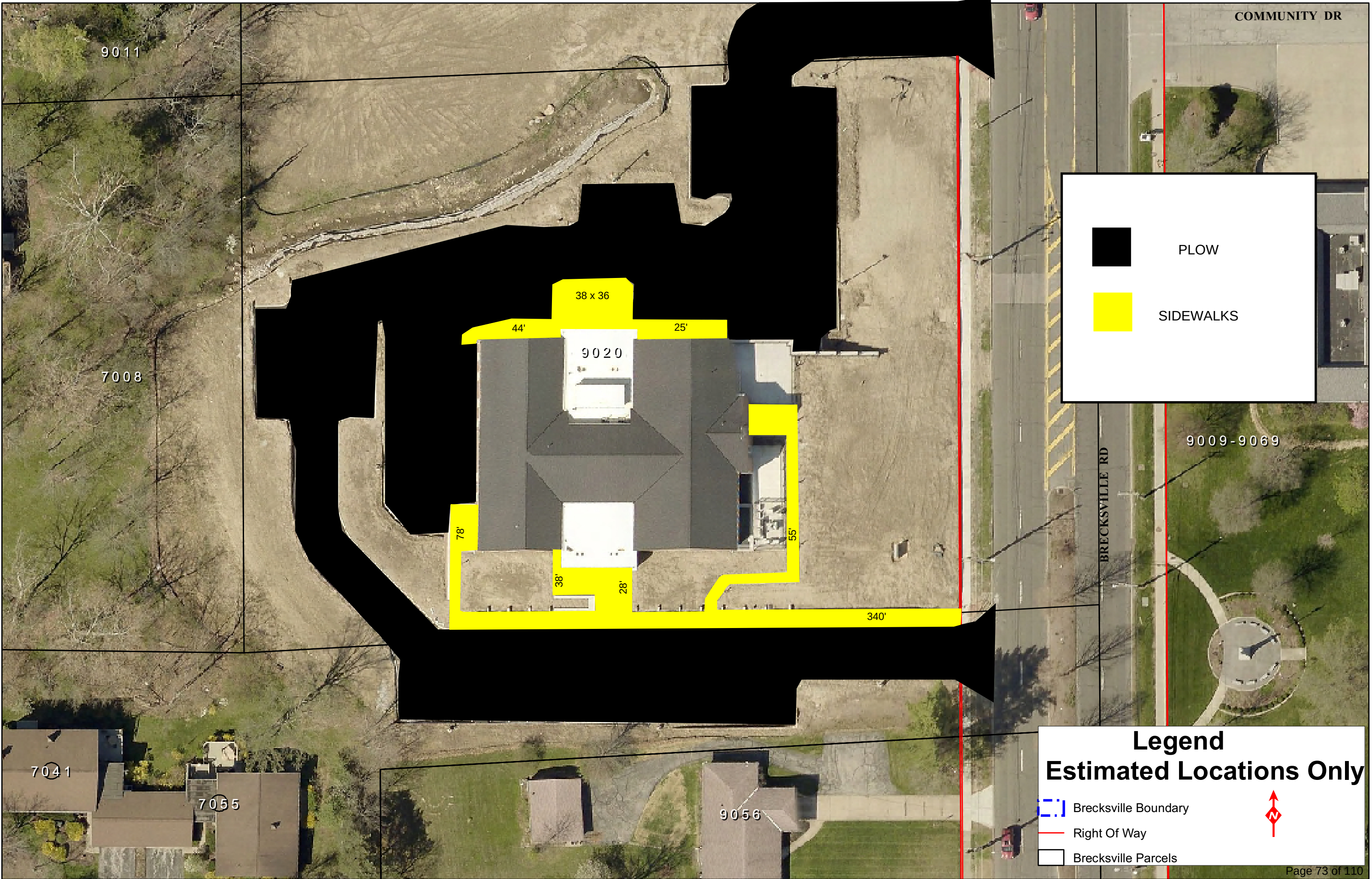
Estimated Locations Only

 Brecksville Boundary

 Right Of Way

 Brecksville Parcels





PLOW

SIDEWALKS

Legend

Estimated Locations Only

Brecksville Boundary

Right Of Way

Brecksville Parcels

Page 73 of 110

PLOW

SIDEWALKS



Legend

Estimated Locations Only

Brecksville Boundary

Right Of Way

Brecksville Parcels



Community Center
1 Community Drive

Human Services Center
2 Community Drive

**SUPPLEMENTARY SNOWPLOWING
QUOTE TABULATION
FIRST YEAR PRICING – 10/11/26 – 10/10/27**

NO QUOTE SUBMITTED: CZ Landscaping, Witsaman Landscaping, A&M Trucking and Snowplowing Inc, Reliable Snowplowing Specialists, Abraxus Snow Removal Inc., Morel Landscaping, Bear Landscaping, Madex Construction

<u>COST FOR PLOWING ONE TIME:</u>	Mattes Landscaping, Inc.:
BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 62
SOUTHWEST MUNICIPAL PARKING LOT	\$ 67
OLD TOWN ANNEX	\$ 36
BRECKSVILLE POLICE DEPARTMENT	\$ 165
TOTAL COST FOR PLOWING ALL LOCATIONS ONE TIME	\$ 330

<u>COST FOR SALTING LOTS & DRIVES ONE TIME:</u>	Mattes Landscaping, Inc.:
BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 57
SW MUNICIPAL PARKING LOT	\$ 67
OLD TOWN ANNEX	\$ 31
BRECKSVILLE POLICE DEPARTMENT	\$ 165
TOTAL COST FOR SALTING ALL LOCATIONS ONE TIME	\$ 320

<u>COST FOR CLEARING & DE-ICING SIDEWALKS ONE TIME:</u>	Mattes Landscaping, Inc.:
BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 47
SOUTHWEST MUNICIPAL PARKING LOT	\$ 57
OLD TOWN ANNEX	\$ 16
BRECKSVILLE POLICE DEPARTMENT	\$ 113
PEDESTRIAN ALLEY	\$ 36
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ 226
TOTAL COST FOR SIDEWALKS ALL LOCATIONS ONE TIME	\$ 495

TOTAL FOR ALL THREE WORK CATEGORIES:	\$ 1,145
COST FOR EACH BAG OF DE-ICER APPLIED	\$ 20 (80 lb. bag)
COST PER PLOW PER DRIVEWAY FOR SENIOR PROGRAM	\$ 50
HOURLY CHARGE FOR FRONT-END LOADER W/ OPERATOR	\$ 175/hour

**SUPPLEMENTARY SNOWPLOWING
QUOTE TABULATION
FIRST YEAR PRICING – 10/11/27 – 10/10/28**

<u>COST FOR PLOWING ONE TIME:</u>	Mattes Landscaping, Inc.:
BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 64
SOUTHWEST MUNICIPAL PARKING LOT	\$ 69
OLD TOWN ANNEX	\$ 37
BRECKSVILLE POLICE DEPARTMENT	\$ 170
TOTAL COST FOR PLOWING ALL LOCATIONS ONE TIME	\$ 340

<u>COST FOR SALTING LOTS & DRIVES ONE TIME:</u>	Mattes Landscaping, Inc.:
BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 59
SW MUNICIPAL PARKING LOT	\$ 69
OLD TOWN ANNEX	\$ 32
BRECKSVILLE POLICE DEPARTMENT	\$ 170
TOTAL COST FOR SALTING ALL LOCATIONS ONE TIME	\$ 330

<u>COST FOR CLEARING & DE-ICING SIDEWALKS ONE TIME:</u>	Mattes Landscaping, Inc.:
BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 49
SOUTHWEST MUNICIPAL PARKING LOT	\$ 59
OLD TOWN ANNEX	\$ 17
BRECKSVILLE POLICE DEPARTMENT	\$ 116
PEDESTRIAN ALLEY	\$ 37
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ 232
TOTAL COST FOR SIDEWALKS ALL LOCATIONS ONE TIME	\$ 510

TOTAL FOR ALL THREE WORK CATEGORIES:	\$ 1,180
COST FOR EACH BAG OF DE-ICER APPLIED	\$ 21 (80 LB. bag)
COST PER PLOW PER DRIVEWAY FOR SENIOR PROGRAM	\$ 55
HOURLY CHARGE FOR FRONT-END LOADER W/ OPERATOR	\$ 175/hour

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO AN AGREEMENT WITH MATTES LANDSCAPING, INC.
FOR SUPPLEMENTARY & SENIOR SNOWPLOWING FOR
2026-2027 SNOW SEASON AND 2027-2028 SNOW SEASON;
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 is hereby authorized to enter into an Agreement with Mattes Landscaping, Inc. for supplementary & senior snowplowing for 2026-2027 snow season and 2027-2028 snow season, at Year 1 pricing for the period from October 11, 2026 through October 10, 2027 and Year 2 pricing for the period from October 11, 2027 through October 10, 2028, in accordance with the agreement 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 the same relates to the emergency need for supplementary snow plowing services and 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

EXHIBIT “A”
AGREEMENT

SUPPLEMENTARY & SENIOR SNOWPLOWING FOR THE 2026-2027 SNOW
SEASON AND 2027-2028 SNOW SEASON

THIS AGREEMENT (hereinafter designated as the “AGREEMENT”) made and entered into at Brecksville, Ohio, this ____ day of _____, 2026, by and between the City of Brecksville (hereinafter designated as the "CITY") and __**Mattes Landscaping, Inc.**__, a corporation organized and existing under the laws of the State of __**Ohio**__(hereinafter designated as the "CONTRACTOR").

WITNESSETH

WHEREAS, Brecksville City Council accepted the pricing of the CONTRACTOR for SUPPLEMENTARY & SENIOR SNOWPLOWING FOR THE 2026-2027 SNOW SEASON AND 2027-2028 SNOW SEASON by Ordinance No. _____ on _____, 2026;

WHEREAS, the CONTRACTOR, has submitted their pricing attached hereto as “EXHIBIT ONE” in response to a request for pricing, attached hereto as “EXHIBIT TWO.”

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties agree as follows:

(1) The CITY will pay the CONTRACTOR in accordance with the submitted Year 1 pricing (“EXHIBIT ONE”) for the period from October 11, 2026 to October 10, 2027. The CITY will pay the CONTRACTOR in accordance with the submitted Year 2 pricing (“EXHIBIT ONE”) for the period from October 11, 2027 to October 10, 2028

(2) Billing shall be on a monthly basis for snow plowing performed during the previous month, unless otherwise agreed upon by the CITY. Billing for Supplementary Snowplowing and Senior Snowplowing shall be completed separately from one another.

(3) Any unresolved claim or other unresolved matter between the parties to the AGREEMENT shall be resolved by voluntary negotiation of the parties and if not resolved, by litigation between the parties to THE AGREEMENT which shall be situated in a state or federal court located in Cleveland, Ohio having jurisdiction over the parties. CONTRACTOR expressly acknowledges and agrees

that the Cuyahoga County Common Pleas Court and United States District Court for the Northern District of Ohio shall have jurisdiction over both the parties to this Agreement and over all matters alleged in any lawsuit filed in such courts and shall be proper venue therefor.

The CITY and CONTRACTOR understand and agree that, in the event of any litigation, relating either to disputes under this Agreement, each party shall bear their own respective costs and expenses, including but not limited to the fees of attorneys and experts.

(4) Termination by the CITY for Cause: If CONTRACTOR defaults or fails or neglects to provide the service or fails to perform a provision of this agreement, the CITY, after seven (7) days written notice to CONTRACTOR and without prejudice to any other remedy the CITY may have, terminate this agreement for cause.

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

(4) CONTRACTOR hereby indemnifies and agrees to defend CITY, its elected and appointed officials, officers, employees, or volunteers, from any and all manner of actions, causes of actions, suits, debts, claims, demands, liabilities, loss, expenses or damage arising out of the ordering, renting, use, condition, or operation of the equipment during the rental period, including liability for death, injury to persons, or damage to property.

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

Neither CONTRACTOR nor CITY shall be liable for any failure or delay in performing its obligations under this agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military

City of Brecksville
Supplementary & Senior Snowplowing for the 2026-2027 Snow Season and 2027-2028 Snow Season

authorities, fires, floods, accidents, strikes or shortages of transportation, facilities, fuel, energy, labor, or materials.

(4) CONTRACTOR agrees to provide a certificate of insurance to the City, indicating general liability insurance coverage of not less than One Million Dollars (\$1,000,000) per occurrence, with a certificate of liability naming the City as an Additional Insured.

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

IN THE PRESENCE OF:

CITY:

City of Brecksville, Ohio

By _____

Daryl J. Kingston, Mayor

CONTRACTOR:

Company

Print Name

Title

Signature

EXHIBIT LIST

EXHIBIT ONE – CONTRACTOR PRICING

EXHIBIT TWO – REQUEST FOR QUOTE DOCUMENT

EXHIBIT ONE
Contractor Pricing

QUOTE FORM - FIRST YEAR PRICING – 10/11/26 – 10/10/27

Quote pricing shall be based on: the total amount for plowing each location one time; the total price for salting parking lots and entrance drives at each location one time; the total amount for clearing all sidewalks at each location one time; the price for one bag of de-icer for sidewalks. Contractors are asked to provide the cost per hour for rental of a front-end loader with operator. These services would be requested if removal of accumulated snow piles become necessary and the City needs assistance. Contractors would be requested to deposit removed snow off-site at another City property.

COST FOR PLOWING ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 62.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 67.00
OLD TOWN ANNEX	\$ 36.00
BRECKSVILLE POLICE DEPARTMENT	\$ 165.00
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$
TOTAL COST FOR PLOWING ALL LOCATIONS ONE TIME	\$ 330.00

COST FOR SALTING LOTS & DRIVES ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 57.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 67.00
OLD TOWN ANNEX	\$ 31.00
BRECKSVILLE POLICE DEPARTMENT	\$ 165.00
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ 450.00
TOTAL COST FOR SALTING ALL LOCATIONS ONE TIME	\$ 770.00

COST FOR CLEARING & DE-ICING SIDEWALKS ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 47.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 57.00
OLD TOWN ANNEX	\$ 16.00
BRECKSVILLE POLICE DEPARTMENT	\$ 113.00
PEDESTRIAN ALLEY	\$ 36.00
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ 226.00
TOTAL COST FOR SIDEWALKS ALL LOCATIONS ONE TIME	\$ 495.00
COST FOR EACH 80 #BAG OF DE-ICER APPLIED	\$ 20.00

QUOTE FORM - SECOND YEAR PRICING – 10/11/27 – 10/10/28

Quote pricing shall be based on: the total amount for plowing each location one time; the total price for salting parking lots and entrance drives at each location one time; the total amount for clearing all sidewalks at each location one time; the price for one bag of de-icer for sidewalks. Contractors are asked to provide the cost per hour for rental of a front-end loader with operator. These services would be requested if removal of accumulated snow piles become necessary and the City needs assistance. Contractors would be requested to deposit removed snow off-site at another City property.

COST FOR PLOWING ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 64.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 69.00
OLD TOWN ANNEX	\$ 37.00
BRECKSVILLE POLICE DEPARTMENT	\$ 170.00
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ 462.00
TOTAL COST FOR PLOWING ALL LOCATIONS ONE TIME	\$ 802.00

COST FOR SALTING LOTS & DRIVES ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 59.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 69.00
OLD TOWN ANNEX	\$ 32.00
BRECKSVILLE POLICE DEPARTMENT	\$ 170.00
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ 462.00
TOTAL COST FOR SALTING ALL LOCATIONS ONE TIME	\$ 792.00

COST FOR CLEARING & DE-ICING SIDEWALKS ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ 49.00
SOUTHWEST MUNICIPAL PARKING LOT	\$ 59.00
OLD TOWN ANNEX	\$ 17.00
BRECKSVILLE POLICE DEPARTMENT	\$ 116.00
PEDESTRIAN ALLEY	\$ 37.00
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ 232.00
TOTAL COST FOR SIDEWALKS ALL LOCATIONS ONE TIME	\$ 510.00
COST FOR EACH <u>80</u> #BAG OF DE-ICER APPLIED	\$ 21.00

COST PER PLOW PER DRIVEWAY FOR SENIOR SNOWPLOWING PROGRAM:

YEAR 1: \$ 50.00

YEAR 2: \$ 55.00

EQUIPMENT RENTAL:

HOURLY CHARGE FOR FRONT-END LOADER W/ OPERATOR

YEAR 1: \$ 175.00/hour

YEAR 2: \$ 175.00/hour

CONTRACTOR INFORMATION & SIGNATURE:

COMPANY NAME: Mattes Landscaping, Inc.

COMPANY ADDRESS: 4671 Royalwood Road, N. Royalton, OH 44133

PHONE: 440-343-2669

CONTACT NAME: Steve Mattes

CONTACT E-MAIL: steve@matteslandscaping.com

AUTHORIZED SIGNATURE & TITLE:

Stephen Mattes President

TYPE OR PRINT NAME:

Steve Mattes

City of Brecksville

Supplementary & Senior Snowplowing for the 2026-2027 Snow Season and 2027-2028 Snow Season

EXHIBIT TWO

Request for Quote Document

REQUEST FOR QUOTES

2026 SUPPLEMENTARY & SENIOR SNOW PLOWING SERVICE

FOR THE CITY OF BRECKSVILLE



CITY OF BRECKSVILLE
9069 BRECKSVILLE ROAD
BRECKSVILLE, OHIO 44141

QUOTES DUE:
September 7, 2026
12:00 PM

INSTRUCTIONS

Quotes will be received by the Purchasing Director of the City of Brecksville ("City") in the Purchasing Department office at 9069 Brecksville Road, Brecksville, Ohio, 44141, until 12:00 PM on Monday, September 7, 2026 for Supplementary & Senior Snowplowing services for the Brecksville Service Department.

Quotes must be submitted on the enclosed Quote Form. Return quotes via email to Monica Bartkiewicz, Director of Purchasing, mbartkiewicz@brecksville.oh.us.

All contractors are expected to familiarize themselves with the scope of work at each property. No allowance will be given during the contract period for any extra charges that might arise from the contractor's unfamiliarity with the facilities or misunderstanding of the specifications. A tour of the properties may be arranged by calling Matt Thomas at 440-526-2629.

Exceptions to the City's specifications must be fully detailed on the enclosed Exception Sheet, and submitted with the quote; if none, specify such on the Exception Sheet and submit with quote.

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

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

Before a contract is awarded, the City may request that a contractor furnish evidence satisfactory to the City that he has the necessary equipment, ability and financial resources to fulfill the conditions of the contract and specifications.

The successful contractor must carry public liability insurance with limits of at least \$250,000/500,000 bodily injury and \$100,000 property damage, or \$500,000 CSL, said policy to include the City of Brecksville as an additional named insured and said contractor shall comply with the requirements of all federal and state laws and regulations relating to Worker's Compensation, so that the City of Brecksville will not be liable in any way for any claim evolving from the execution of this contract. The successful contractor shall agree to indemnify and hold the City harmless from any and all liability, whether direct or indirect, as a result of the performance under this contract. Said indemnification shall include the obligation to defend the City against any and all claims or litigation, including the cost of attorney's fees.

The successful contractor shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to same, or any part thereof, without previous consent in writing from the City of Brecksville, endorsed on or attached to, the contract.

In case of default by the contractor, the City may procure the services from another source and hold the contractor responsible for any excess costs occasioned or incurred thereby.

The City or the contractor may terminate the resulting contract at any time by either party giving thirty (30) days written notice to the other party of the intention to terminate the contract.

By submitting a quote, each vendor is ensuring that he is an Equal Opportunity Employer, and that his employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin. By signing a contract with the City, the successful contractor guarantees that he complies with the above provision, and all other applicable state and federal laws regarding public contract work.

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

SPECIFICATIONS

The City of Brecksville wishes to retain the services of a professional snow plowing service to clear snow and ice from various parking lots and sidewalks during the winter months. Contract will commence October 11, 2026 and remain in effect for one (1) year. The City may choose to renew for one (1) additional year, so quotes for a second year are also requested.

Locations are as follows. Each location includes some combination of parking lot, entrance and exit drives, walkways to entrances, sidewalks.

- **Brecksville Postal Unit and Municipal Parking Lot**
9009 Brecksville Road
- **Brecksville Police Department**
9020 Brecksville Road
- **Old Town Hall Annex**
49 Public Square
- **Southwest Municipal Parking Lot & Pedestrian Alley**
7 Public Square
- **Brecksville Community Center**
1 Community Drive
- **Brecksville Human Services Center**
2 Community Drive
- **Various Addresses for Plowing of Senior Driveways**

Plowing shall commence when at least 2" of snowfall has occurred unless otherwise specified and must be completed by the time indicated for each location in the next section. Should snow continue to accumulate during the day, plowing shall be done again at 2:00 PM at locations indicated in next section. Regardless of snow accumulation, if parking lots are icy, they shall be salted, whether or not plowing is necessary.

Snow may not be pushed into roadways, onto property of others, or piled in any way that would obstruct roadway or pedestrian traffic or site clearance for either.

Clearing of sidewalks shall commence when at least 1" of snowfall has occurred and must be completed by the time indicated for each location. Regardless of snow accumulation, if sidewalks are icy, they shall be salted, whether or not shoveling is necessary.

Invoices shall be submitted once per month for services performed during the prior thirty (30) day period and shall be broken down by date and location of service.

REQUIRED SERVICES BY LOCATION

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT

- Approximately 259' of sidewalk; sidewalks from Brecksville Road up to and around the Post Office Building.
- To be cleared by 6:00 AM and again at 2:00 PM if needed, seven (7) days a week if necessary.

SOUTHWEST MUNICIPAL PARKING LOT

- Approximately 428' of sidewalk; sidewalks along Route. 82 and walks along back of buildings; including walks leading to entrance door.
- To be cleared by 8:00 AM, seven (7) days a week if necessary.

PEDESTRIAN ALLEY

- Approximately 59' in length; brick area between buildings.
- To be cleared by 8:00 AM, seven (7) days a week if necessary. Public vehicular traffic is not permitted (including the contractor), clear for pedestrian traffic only.

VARIOUS CITY OF BRECKSVILLE ADDRESSES OF DRIVEWAYS FOR SENIOR SNOWPLOWING

- Snowplow an estimated 15-20 driveways for Brecksville senior citizens who have signed up for the service through our Human Services Department.
- The plowing will include removal of snow four (4) inches and greater. Snow will be removed from all paved areas and stacked to provide maximum parking. Plowing to be completed by 8 AM unless otherwise requested. In the event of a heavy snowfall during daytime hours, plowing will be done again on open areas to maintain traffic flow.

OLD TOWN HALL ANNEX

- Approximately 10' of sidewalk; sidewalk from parking lot to main entrance door.
- To be cleared by 7:30 AM, seven (7) days a week if necessary.

BRECKSVILLE POLICE DEPARTMENT

- Approximately 646' of sidewalk; please see attached illustration for more detailed measurements.
- To be cleared by 7:30 a.m., seven days a week if necessary.

BRECKSVILLE COMMUNITY CENTER & HUMAN SERVICES CENTER WALKWAYS,

- Approximately 1,325' of sidewalk and approximately 1,750 square feet of paved entryway; please see attached illustration.
- To be cleared by 5:00 AM of snow and ice and kept clear throughout the day until 10 PM, Monday through Friday, 7 PM on Saturday, and 6 PM on Sunday.

QUALIFICATIONS

The City wishes to retain the services of a professional snowplowing firm, with personnel and owned equipment sufficient to give the locations listed herein priority attention. By signing an agreement, the contractor will agree to perform the services listed seven (7) days a week if needed, with completion by the times designated. No exceptions will be allowed.

Contractors are asked to submit an attachment with the Quote Form which details the number of years the company has been in the commercial snowplowing business, the number of personnel on staff available to perform the listed services, and the year, make and models of all equipment owned by the company for snowplowing purposes. References for similar work are also required, preferably from clients whose need for plowing is critical to their operations, as it is to the City.

All of the items listed in this section will be of primary importance in the determination of lowest and best quote.

REFERENCES

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

Agency/Company Name: _____

Description of Work: _____

Person to Contact & Title: _____

Agency/Company: _____ Phone Number: _____

Agency/Company Name: _____

Description of Work: _____

Person to Contact & Title: _____

Agency/Company: _____ Phone Number: _____

Agency/Company Name: _____

Description of Work: _____

Person to Contact & Title: _____

Agency/Company: _____ Phone Number: _____

NAME OF CONTRACTOR _____

EXCEPTION SHEET

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

NAME OF CONTRACTOR _____

QUOTE FORM - FIRST YEAR PRICING – 10/11/26 – 10/10/27

Quote pricing shall be based on: the total amount for plowing each location one time; the total price for salting parking lots and entrance drives at each location one time; the total amount for clearing all sidewalks at each location one time; the price for one bag of de-icer for sidewalks. Contractors are asked to provide the cost per hour for rental of a front-end loader with operator. These services would be requested if removal of accumulated snow piles become necessary and the City needs assistance. Contractors would be requested to deposit removed snow off-site at another City property.

COST FOR PLOWING ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ _____
SOUTHWEST MUNICIPAL PARKING LOT	\$ _____
OLD TOWN ANNEX	\$ _____
BRECKSVILLE POLICE DEPARTMENT	\$ _____
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ _____
TOTAL COST FOR PLOWING ALL LOCATIONS ONE TIME	\$ _____

COST FOR SALTING LOTS & DRIVES ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ _____
SOUTHWEST MUNICIPAL PARKING LOT	\$ _____
OLD TOWN ANNEX	\$ _____
BRECKSVILLE POLICE DEPARTMENT	\$ _____
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ _____
TOTAL COST FOR SALTING ALL LOCATIONS ONE TIME	\$ _____

COST FOR CLEARING & DE-ICING SIDEWALKS ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ _____
SOUTHWEST MUNICIPAL PARKING LOT	\$ _____
OLD TOWN ANNEX	\$ _____
BRECKSVILLE POLICE DEPARTMENT	\$ _____
PEDESTRIAN ALLEY	\$ _____
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ _____
TOTAL COST FOR SIDEWALKS ALL LOCATIONS ONE TIME	\$ _____
COST FOR EACH _____ #BAG OF DE-ICER APPLIED	\$ _____

QUOTE FORM - SECOND YEAR PRICING – 10/11/27 – 10/10/28

Quote pricing shall be based on: the total amount for plowing each location one time; the total price for salting parking lots and entrance drives at each location one time; the total amount for clearing all sidewalks at each location one time; the price for one bag of de-icer for sidewalks. Contractors are asked to provide the cost per hour for rental of a front-end loader with operator. These services would be requested if removal of accumulated snow piles become necessary and the City needs assistance. Contractors would be requested to deposit removed snow off-site at another City property.

COST FOR PLOWING ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ _____
SOUTHWEST MUNICIPAL PARKING LOT	\$ _____
OLD TOWN ANNEX	\$ _____
BRECKSVILLE POLICE DEPARTMENT	\$ _____
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ _____
TOTAL COST FOR PLOWING ALL LOCATIONS ONE TIME	\$ _____

COST FOR SALTING LOTS & DRIVES ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ _____
SOUTHWEST MUNICIPAL PARKING LOT	\$ _____
OLD TOWN ANNEX	\$ _____
BRECKSVILLE POLICE DEPARTMENT	\$ _____
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ _____
TOTAL COST FOR SALTING ALL LOCATIONS ONE TIME	\$ _____

COST FOR CLEARING & DE-ICING SIDEWALKS ONE TIME:

BRECKSVILLE POSTAL UNIT AND MUNICIPAL PARKING LOT	\$ _____
SOUTHWEST MUNICIPAL PARKING LOT	\$ _____
OLD TOWN ANNEX	\$ _____
BRECKSVILLE POLICE DEPARTMENT	\$ _____
PEDESTRIAN ALLEY	\$ _____
COMMUNITY CENTER & HUMAN SERVICES CENTER	\$ _____
TOTAL COST FOR SIDEWALKS ALL LOCATIONS ONE TIME	\$ _____
COST FOR EACH _____ #BAG OF DE-ICER APPLIED	\$ _____

COST PER PLOW PER DRIVEWAY FOR SENIOR SNOWPLOWING PROGRAM:

YEAR 1: \$_____

YEAR 2: \$_____

EQUIPMENT RENTAL:

HOURLY CHARGE FOR FRONT-END LOADER W/ OPERATOR

YEAR 1: \$_____

YEAR 2: \$_____

CONTRACTOR INFORMATION & SIGNATURE:

COMPANY NAME: _____

COMPANY ADDRESS: _____

PHONE: _____

CONTACT NAME: _____

CONTACT E-MAIL: _____

AUTHORIZED SIGNATURE & TITLE:

TYPE OR PRINT NAME:



PLOW

SIDEWALKS

Brecksville Boundary

Right Of Way

Brecksville Parcels

Legend

Estimated Locations Only



PLOW

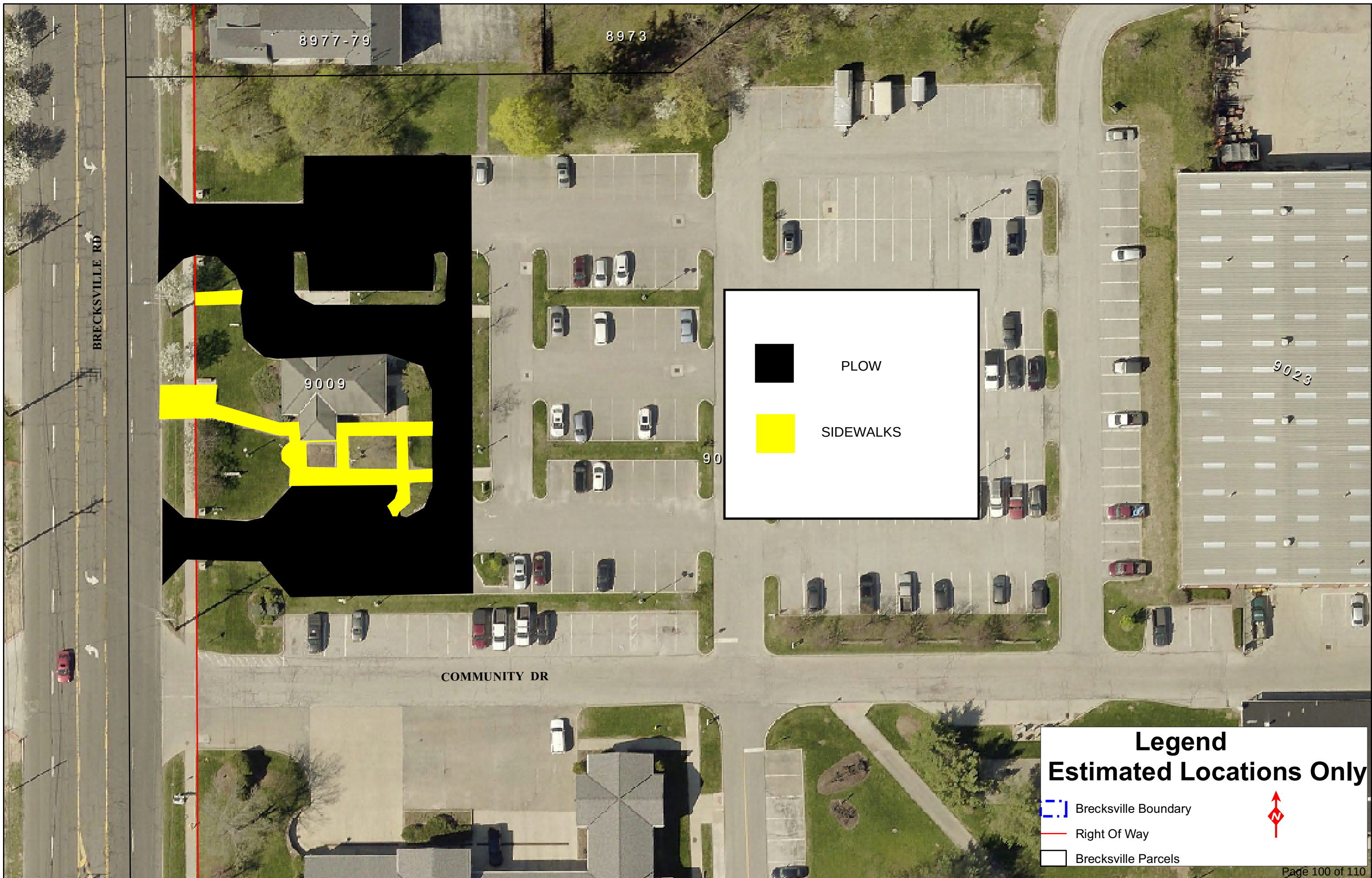
SIDEWALKS

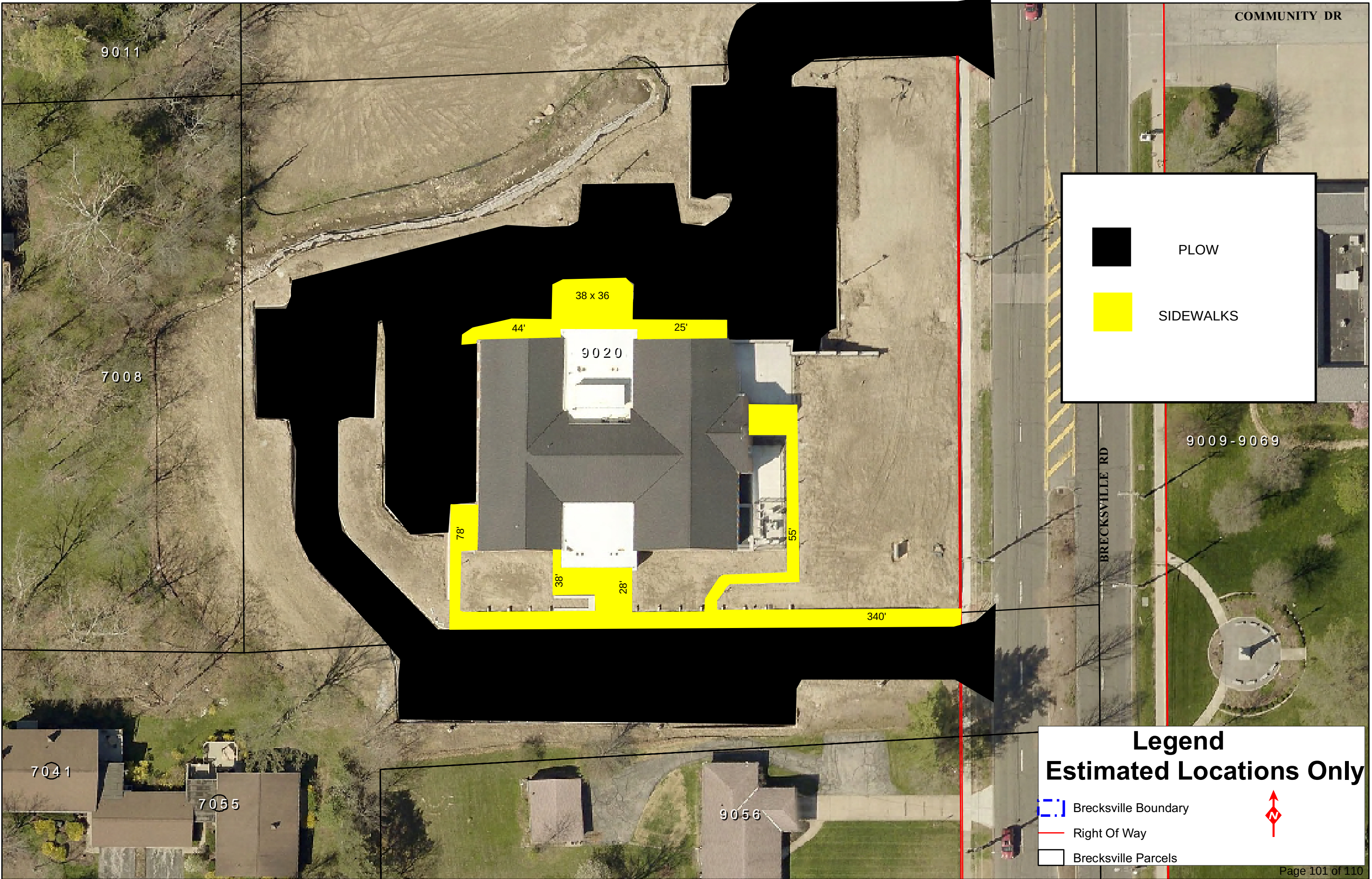
Brecksville Boundary

Right Of Way

Brecksville Parcels

2





COMMUNITY DR

PLOW

SIDEWALKS

Legend

Estimated Locations Only

Brecksville Boundary

Right Of Way

Brecksville Parcels

PLOW

SIDEWALKS



Legend

Estimated Locations Only

Brecksville Boundary

Right Of Way

Brecksville Parcels



Community Center
1 Community Drive

Human Services Center
2 Community Drive

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5881

AN ORDINANCE AUTHORIZING A YEAR 2 RENEWAL OF THE AGREEMENT ACCEPTED BY THE JOINT MUNICIPAL PURCHASING CONSORTIUM FOR THE PURCHASE OF VARIOUS GRADES OF GASOLINE AND DIESEL FUEL FOR THE CITY OF BRECKSVILLE FOR THE CALENDAR YEAR 2027; AND DECLARING AN EMERGENCY

WHEREAS, the City of Brecksville is authorized to purchase various grades of gasoline and diesel fuel through its membership in a Joint Municipal Purchasing Consortium at a lower rate than if it purchased it on the open market; and

WHEREAS, the bids submitted to the Joint Municipal Purchasing Consortium for Year 1 and Year 2 were consistent with the competitive bidding requirements of the Ohio Revised Code and the Charter of the City of Brecksville;

WHEREAS, per the bid specifications, the City of Brecksville desires to renew for Year 2 of the agreement.

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

SECTION 1. The bid of Petroleum Traders Corporation, opened November 7, 2025, for the purchase of various grades of gasoline and diesel fuel for the City of Brecksville in various amounts, in accordance with the specifications on file in the office of the Director of Purchasing, be and the same hereby is, renewed for Year 2.

SECTION 2. The Mayor be and is hereby authorized and directed to enter into a renewal contract on behalf of the City of Brecksville with Petroleum Traders Corporation for the Year 2 term from January 1, 2027 through December 31, 2027, as set forth in Section 1 hereof, said contract to be in such form as is approved by the Director of Law.

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

SECTION 4. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for gasoline and fuel for calendar year 2027, 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: September 15, 2026

APPROVED: September 15, 2026

MAYOR

CLERK OF COUNCIL

**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 and decrease estimated resources and appropriations in the General fund.

(273,362.00)	Machinery & Equipment	C1100610-33000
14,530.00	Other Capital Grants	R1100157-08590
100,000.00	Professional Services	1100120-21010
120,000.00	Transfer to Buildings & Improvements	1100830-43070

SECTION 2. That the Director of Finance be authorized to increase and decrease estimated resources and appropriations in the Recreation Expansion fund.

11,109.52	Building Improvement	C2410710-32020
14,530.00	Refunds/Reimbursements	2410710-21250

SECTION 3. That the Director of Finance be authorized to increase and decrease estimated resources and appropriations in the Street Construction, Maintenance and Repair fund.

(162,000.00)	Machinery & Equipment	C2020410-33000
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SECTION 4. That the Director of Finance be authorized to increase and decrease estimated resources and appropriations in the Building and Improvements fund.

120,000.00	Transfer from Other Fund	R4900820-09160
139,000.00	Building Improvement	C4900170-32020
12,681.00	Building Improvement	C4900162-32020
82,966.00	Building Improvement	C4900240-32020

SECTION 5. That the Director of Finance be authorized to increase and decrease estimated resources and appropriations in the General Municipal Improvement fund.

366,402.43	State Operating Grants Misc	R4800157-08570
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349,609.01	Roads	C4800171-35010
(23,641.00)	Sidewalks	C4800171-35020
(113,782.86)	Storm Sewer	C4800171-35050
(250,000.00)	Sanitary Sewer	C4800171-35060

SECTION 6. 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: _____

APPROVED: _____

MAYOR

CLERK OF COUNCIL

**AN ORDINANCE AMENDING
ORDINANCE NO. 5873 AS IT RELATES
TO EMPLOYEE COMPENSATION AND
SPECIFICALLY SERVICE DEPARTMENT
HOURLY RATES; AND DECLARING
AN EMERGENCY**

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

SECTION 1. Ordinance No. 5873 be amended to read as follows:

A. FULL TIME JOBS

**EFFECTIVE DATE
12/14/2025
SALARY RANGE
ANNUALLY**

	<u>MINIMUM</u>	<u>MAXIMUM</u>	
<u>Executive, Administrative and Management</u>			
Building Commissioner or Building Official	\$85,000.00	\$145,000.00	Annually
Director of Finance	\$85,000.00	\$145,000.00	Annually
Director of Human Services	\$85,000.00	\$145,000.00	Annually
Director of Planning & Community Develop.	\$85,000.00	\$145,000.00	Annually
Director of Public Service	\$85,000.00	\$145,000.00	Annually
Director of Purchasing	\$85,000.00	\$145,000.00	Annually
Director of Recreation	\$85,000.00	\$145,000.00	Annually
Fire Chief	\$85,000.00	\$145,000.00	Annually
Police Chief	\$85,000.00	\$145,000.00	Annually
Prosecutor/ Assistant Law Director	\$85,000.00	\$145,000.00	Annually
Administrative Assistant	\$55,000.00	\$108,000.00	Annually
Assistant Building Commissioner	\$55,000.00	\$108,000.00	Annually
Assistant Director of Finance	\$55,000.00	\$108,000.00	Annually
Assistant Purchasing Director	\$55,000.00	\$108,000.00	Annually
Athletics/ Facility Coordinator	\$55,000.00	\$108,000.00	Annually
AV/ Technology and Communications Tech.	\$55,000.00	\$108,000.00	Annually
Building Inspectors	\$55,000.00	\$108,000.00	Annually
Clerk of Council	\$55,000.00	\$108,000.00	Annually
Clerk of Courts	\$55,000.00	\$108,000.00	Annually
Human Resource Specialist	\$55,000.00	\$108,000.00	Annually
Supervisor of Payroll - Personnel	\$55,000.00	\$108,000.00	Annually
Payroll Supervisor	\$55,000.00	\$108,000.00	Annually
Planning and Zoning Coordinator/Inspector (Effective 4/21/24)	\$55,000.00	\$108,000.00	Annually
Visual Communications Coordinator	\$55,000.00	\$108,000.00	Annually
Animal Warden	\$40,000.00	\$82,000.00	Annually
Aquatics Administrative Coordinator	\$40,000.00	\$82,000.00	Annually
Aquatics Facilities Coordinator	\$40,000.00	\$82,000.00	Annually
Building Maintenance & Housekeeping Supervisor	\$40,000.00	\$82,000.00	Annually

Field House Coordinator	\$40,000.00	\$82,000.00	Annually
Financial/ Customer Service Clerk Recreation	\$40,000.00	\$82,000.00	Annually
Fitness Center Coordinator/ Recreation	\$40,000.00	\$82,000.00	Annually
Records Clerk - Police	\$40,000.00	\$82,000.00	Annually
Recreation Clerk	\$40,000.00	\$82,000.00	Annually
Food Service Operations Manager	\$40,000.00	\$82,000.00	Annually
Administrative Assistant to Fire Chief	\$30,000.00	\$67,000.00	Annually
Building Supervisor – Recreation	\$30,000.00	\$67,000.00	Annually
Fitness Assistant	\$30,000.00	\$67,000.00	Annually
Receptionist	\$30,000.00	\$67,000.00	Annually
Secretary-Clerks	\$30,000.00	\$67,000.00	Annually
Senior Lifeguard Instructor	\$30,000.00	\$67,000.00	Annually

B. PART TIME JOBS

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

EFFECTIVE DATE
12/14/2025
SALARY RANGE

C. SPECIAL JOBS

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

D. CONTRACTUAL JOBS

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

POLICE DEPARTMENT

EFFECTIVE DATE
12/14/2025

A. Full Time Personnel

Lieutenant	\$121,810.00	Annually
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B. Part Time Personnel

	<u>MINIMUM</u>	<u>MAXIMUM</u>	
Special Police	\$20.00	\$30.00	Hourly
Police Clerks	\$12.00	\$26.00	Hourly

FIRE DEPARTMENT

EFFECTIVE DATE
12/14/2025

A. Full Time Personnel		
Executive Fire Lieutenant	\$113,124.87	Annually
B. Part Time Personnel		
Firemen and Officers	Volunteer	
Emergency Duty	\$30.28	Hourly
Non-Emergency Duty/Non-Paramedic	\$22.10	Hourly
Non-Emergency Duty/Paramedic	\$28.38	Hourly

SERVICE DEPARTMENT

EFFECTIVE DATE
12/14/2025

A. Full Time Personnel		
Service Grade VI*	\$27.63 \$26.70	Hourly
Service Grade V**	\$31.04 \$29.99	Hourly
Service Grade IV***	\$34.41 \$33.25	Hourly
Service Grade III***	\$37.86 \$36.58	Hourly
Service Grade II***	\$38.81 \$37.50	Hourly
Service Grade I***	\$39.87 \$38.52	Hourly
Assistant Foreman****	\$45.90	Hourly
Foreman****	\$52.45	Hourly
Building Engineer II***	\$36.41 \$35.18	Hourly
Building Engineer I***	\$38.82 \$37.51	Hourly
Building Engineer Supervisor****	\$50.25	Hourly
Tree Warden/Horticulturist	\$43.18 \$41.72	Hourly

	MINIMUM	MAXIMUM
Building Maintenance Workers	\$15.00	\$27.00 Hourly
*Grade VI employees move to Grade V after 12 months of satisfactory service.		
** Grade V employees move to Grade IV after 36 months of continuous, satisfactory service as a Grade V employee.		
***May only change Grades by promotion as authorized by the Mayor.		
**** <u>Position is designated as management.</u>		

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

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

B. Part Time Jobs	MINIMUM	MAXIMUM
Part Time		
Building Maintenance Worker	\$15.00	\$25.00 Hourly
Part Time Service (Effective 4/19/2022)	\$14.00	\$18.00 Hourly
Seasonal		
Seasonal Service	\$14.00	\$18.00 Hourly

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

SECTION 3. All employees shall provide the Finance Department with an active email address. The employee will receive their direct deposit voucher via email to the address provided, unless otherwise determined by the Finance Department to

SECTION 4. Ordinance No. 5873 and the same hereby is, superseded and restated by this Ordinance.

PASSED: _____

APPROVED: _____

CLERK OF COUNCIL