



**City Of Broadview Heights
City Council
Council Meeting Agenda
January 12, 2026 - 7:30 pm**

Call To Order

Pledge of Allegiance

Led by: Glenn Goodwin

Roll Call

Council Members:

- Mr. Thomas Pavlica - Ward 1 Councilor, President Pro-Tem
- Mr. Brian Wolf - Ward 2 Councilor
- Mr. Brian Dunlap - Ward 3 Councilor
- Mr. Robert Boldt - Ward 4 Councilor, President
- Mr. Glenn Goodwin - Councilor At-Large
- Mr. Joe Price - Councilor At-Large
- Ms. Jennifer Mahnic - Councilor At-Large

Officers:

- Mr. Samuel J. Alai - Mayor
- Mr. Vince Ruffa - Law Director
- Ms. Amanda Hutcheson - Parks & Recreation Director
- Mrs. Kathy Parsson - Human Service Director
- Chief Jeffrey Hajek - Fire Chief
- Mr. Dave Pfaff - Finance Director
- Chief Don Polick - Police Chief
- Mr. David Schroedel - Service Director
- Mr. Joe Mandato - Chief Building Official
- Mr. Ethan Neff - City Engineer
- Ms. Robin Parsons - Clerk of Council

Approval of Minutes

- November 24, 2025 Council Meeting
- November 24, 2025 Work Session
- December 1, 2025 Council Meeting
- December 15, 2025 Council Meeting

Attachment: [November 24 2025 CM.pdf](#)

Attachment: [December 15 2025 CM.pdf](#)

Attachment: [December 1 2025 CM.pdf](#)

Attachment: [November 24 2025 WS Minutes.pdf](#)

Reports and Communications From Department Heads and Officials

Reports and Communications From The Mayor

Appointments and Confirmations

Communications, Claims and Petitions

Reports Of Committees

Resident Participation

Limited to a single brief statement for each individual wanting to comment on the Resolutions or Ordinances that pertain to this evening's agenda. Limited to three minutes.

Resolutions

2025-171 First Reading

A RESOLUTION OF APPRECIATION TO ANDREA STARUCH FOR SERVING AS A MEMBER OF THE PLANNING COMMISSION FOR THE CITY OF BROADVIEW HEIGHTS

Attachment: [2025-171 Appreciation to Andrea Staruch for Planning Commission.pdf](#)

1. Engineering Department

2026-01 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BROADVIEW HEIGHTS AND THE CUYAHOGA COUNTY BOARD OF HEALTH FOR PHASE II STORMWATER SERVICES FROM 2026 THROUGH 2030 IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Attachment: [2026-01 MOU with County Board of Health for Phase II Stormwater Services 2026 to 2030.pdf](#)

2026-02 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COMPENSATION AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND THE CUYAHOGA COUNTY BOARD OF HEALTH FOR PHASE II STORMWATER SERVICES FROM 2026 THROUGH 2027 IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Attachment: [2026-02 Comp Agreement with County for Phase II Stormwater Services 2026 to 2027.pdf](#)

2. Human Services Department

2026-03 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND SENIOR TRANSPORTATION CONNECTIONS FOR TRANSPORTATION SERVICES IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Attachment: [2026-03 Agreement with Senior Transportation Connections.pdf](#)

3. Police Department

2026-04 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND CONFITREK, INC. FOR TRAINING COMPLIANCE SOFTWARE IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Attachment: [2026-04 Agreement with Confitrek for Training Compliance Software.pdf](#)

2026-05 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND AXON ENTERPRISES, INC. FOR BODY AND DASH CAMERA AND RELATED HARDWARE AND SOFTWARE IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Attachment: [2026-05 Agreement with Axon for Body and Dash Cams and Related Hardware.pdf](#)

2026-06 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND AXON ENTERPRISES, INC. FOR A VIRTUAL REALITY TRAINER FOR TASER SYSTEMS IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Attachment: [2026-06 Agreement with Axon for VR Taser Training.pdf](#)

2026-07 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN PARMA AND BROADVIEW HEIGHTS POLICE DEPARTMENTS FOR CELL PHONE FORENSICS AND DECLARING AN EMERGENCY

Attachment: [2026-07 MOU with Parma PD for Cell Phone Forensics.pdf](#)

2026-08 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND UNIVERSITY HOSPITALS OF CLEVELAND RELATIVE TO THE CUYAHOGA COUNTY OVI TASK FORCE GRANT IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Attachment: [2026-08 Agreement with UH for OVI Task Force Grant.pdf](#)

2026-09 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND MCDONALD HOPKINS, LLC FOR ZONING CODE REVIEW AND UPDATING SERVICES IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Attachment: [2026-09 Agreement with McDonald Hopkins for Zoning Code Review and Updating Services.pdf](#)

2026-10 First Reading

A RESOLUTION EXTENDING THE MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ZONING, OCCUPANCY AND/OR BUILDING PERMIT APPROVALS FOR PAWN SHOPS, DISCOUNT SHOPS, SECOND HAND STORES AND THRIFT SHOPS IN THE CITY OF BROADVIEW HEIGHTS DECLARING AN EMERGENCY

Attachment: [2026-10 Extending the Moratorium for Pawn Discount Second Hand and Thrift Stores.pdf](#)

2026-11 First Reading

A RESOLUTION EXTENDING THE MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ZONING, OCCUPANCY AND/OR BUILDING PERMIT APPROVALS FOR SMALL BOX DISCOUNT STORES AND BIG BOX STORES AND THE ISSUANCE OF SUCH APPROVALS FOR 12 MONTHS IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Attachment: [2026-11 Extending the Moratorium for Small and Big Box Stores.pdf](#)

Students

Council Discussion

Council Open To The Residents

Adjourn



**City Of Broadview Heights
City Council
Council Meeting Minutes
November 24, 2025 - 7:35 pm**

Call To Order

Boldt: Regular council meeting, November 24th at 7:56 PM.

Pledge of Allegiance

Led by: Tom Pavlica

Roll Call

Council Members Present:

- Mr. Thomas Pavlica - Ward 1 Councilor, President Pro-Tem
- Mr. Brian Wolf - Ward 2 Councilor
- Mr. Robert Boldt - Ward 4 Councilor, President
- Mr. Joe Price - Councilor At-Large
- Ms. Jennifer Mahnic - Councilor At-Large

Council Members Absent:

- Mr. Brian Dunlap - Ward 3 Councilor
- Mr. Glenn Goodwin - Councilor At-Large

Officers:

- Mr. Samuel J. Alai - Mayor
- Mr. Vince Ruffa - Law Director
- Ms. Amanda Hutcheson - Parks & Recreation Director
- Assistant Chief Joe Fleming - Fire Chief
- Mr. Dave Pfaff - Finance Director
- Chief Don Polick - Police Chief
- Mr. Joe Mandato - Chief Building Official
- Mr. Ethan Neff - City Engineer
- Ms. Robin Parsons - Clerk of Council

Reports Of Committees

Boldt: Council reports of committees? Seeing none.

Council Discussion

Boldt: Council discussion? Does any member of council have something they want to bring up?

Council Open To The Residents

Boldt: Council's open to the residents if there are any residents that want to speak. Seeing none.

Executive Session

A motion to recess into Executive Session to discuss personnel (to consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official.)

Mr. Pavlica moved to recess into executive session; seconded by Mr. Wolf. Roll Call: Mr. Pavlica, yes; Mr. Price, yes; Ms. Mahnic, yes; Mr. Boldt, yes; Mr. Wolf, yes. **Motion passed.**

Mr. Pavlica moved to reconvene from executive session; seconded by Mr. Wolf. Roll Call: Mr. Pavlica, yes; Mr. Price, yes; Ms. Mahnic, yes; Mr. Boldt, yes; Mr. Wolf, yes. **Motion passed.**

Resolutions

2025-161 First Reading

A motion to waive the 24-hour rule and add 2025-161 to tonight's agenda.

Mr. Pavlica moved to waive the 24-hour rule; Mr. Price seconded. Roll Call: Mr. Pavlica, yes; Mr. Price, yes; Ms. Mahnic, yes; Mr. Boldt, yes; Mr. Wolf, yes. **Motion passed.**

A RESOLUTION ACCEPTING THE DONATION FROM THE HOME DEPOT TO THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Mr. Pavlica moved to suspend council rules; Mr. Price seconded. Roll Call: Mr. Pavlica, yes; Mr. Price, yes; Ms. Mahnic, yes; Mr. Boldt, yes; Mr. Wolf, yes. **Motion passed.**

Mr. Pavlica moved to adopt 2025-161; Mr. Price seconded. Roll Call: Mr. Pavlica, yes; Mr. Price, yes; Ms. Mahnic, yes; Mr. Boldt, yes; Mr. Wolf, yes. **Resolution adopted.**

Ordinance

20-2025 First Reading ONLY

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF BROADVIEW HEIGHTS, CUYAHOGA COUNTY AND STATE OF OHIO FOR THE YEAR 2026

Adjourn

Boldt: We are adjourned.

The time was 8:15 PM.



**City Of Broadview Heights
City Council
Council Meeting Minutes
December 15, 2025 - 7:30 pm**

Call To Order

There was an issue with the audio for the recording. All of the minutes are generated from the notes made by the council clerk.

Meeting was started at 7:30 by President Boldt.

Pledge of Allegiance

Led by: Glenn Goodwin

Roll Call

Council Members Present:

- Mr. Thomas Pavlica - Ward 1 Councilor, President Pro-Tem
- Mr. Brian Wolf - Ward 2 Councilor
- Mr. Brian Dunlap - Ward 3 Councilor
- Mr. Robert Boldt - Ward 4 Councilor, President
- Mr. Glenn Goodwin - Councilor At-Large
- Mr. Joe Price - Councilor At-Large
- Ms. Jennifer Mahnic - Councilor At-Large

Officers Present:

- Mr. Samuel J. Alai - Mayor
- Mr. Vince Ruffa - Law Director
- Ms. Amanda Hutcheson - Parks & Recreation Director
- Mrs. Kathy Parsson - Human Service Director
- Asst. Chief Joe Fleming - Asst. Fire Chief
- Mr. Dave Pfaff - Finance Director
- Chief Don Polick - Police Chief
- Mr. David Schroedel - Service Director
- Mr. Joe Mandato - Chief Building Official
- Mr. Ethan Neff - City Engineer
- Ms. Robin Parsons - Clerk of Council

Reports and Communications From Department Heads and Officials

Hutcheson would like to remind resident that the Monsters game is December 30th at 7:30.

Parsson would like to mention that the BBH choir will be at the Rec center at 11:30 tomorrow (December 16th) for a concert. Everybody is welcome.

Schroedel said there will be one more lap around the city for leaf cleanup once the snow thaws. They only needed 3 more days to be complete with the leaves.

Reports and Communications From The Mayor

Alai wanted to remember Roy Stewart who was a council member and longtime BH resident. The administration will be bringing forward three issues to discuss in the new year: E-bike, sex offenders in the Rec center and the fire station designs are almost finish and should be presented in early-mid January.

Appointments and Confirmations

None

Communications, Claims and Petitions

None

Reports Of Committees

Goodwin mentioned that the first BZA meeting of the new year will be January 7.

Wolf said that the Finance Committee met and approved the Law Director and Asst Law Director invoices for November. Just a reminder that tonight is the 3rd reading of the 2026 budget.

Resident Participation

None

Resolutions

2025-171 First Reading ONLY

A RESOLUTION OF APPRECIATION TO ANDREA STARUCH FOR SERVING AS A MEMBER OF THE PLANNING COMMISSION FOR THE CITY OF BROADVIEW HEIGHTS

2025-172 First Reading

A RESOLUTION ESTABLISHING OF A CYBER SECURITY POLICY IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Mr. Boldt presented **Resolution 2025-172** for first reading. Mr. Wolf moved to suspend council rules seconded by Mr. Goodwin. Roll call: Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes; Mr. Pavlica, yes. **Motion is approved.** Mr. Wolf moved to adopt Resolution 2025-172 seconded by Mr. Goodwin. Roll call: Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes; Mr. Pavlica, yes. **Resolution is adopted.**

Ordinances

20-2025 Third Reading

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF BROADVIEW HEIGHTS, CUYAHOGA COUNTY AND STATE OF OHIO FOR THE YEAR 2026

Mr. Wolf moved to adopt Ordinance 20-2025 seconded by Mr. Goodwin. Roll call: Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes; Mr. Pavlica, yes. **Ordinance is adopted.**

22-2025 Second Reading

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE BROADVIEW HEIGHTS TAX INCENTIVE REVIEW COUNCIL THAT THE ROYALTON ROAD MUNICIPAL IMPROVEMENT TAX INCREMENT EQUIVALENT FUND IS IN COMPLINANCE

Mr. Boldt presented **Ordinance 22-2025** for second reading. **Mr. Wolf moved to suspend council rules seconded by Mr. Goodwin.** Roll call: Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes; Mr. Pavlica, yes. **Motion is approved.**

Mr. Wolf moved to adopt Ordinance 22-2025 seconded by Mr. Goodwin. Roll call: Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes; Mr. Pavlica, yes. **Ordinance is adopted.**

Students

None

Council Discussion

Goodwin wanted to wish everyone a Merry Christmas.

Price wanted to wish everyone a Merry Christmas.

Mahnic started on council when Roy Stewart was on council and he was a great mentor. Merry Christmas.

Boldt wanted to also honor Roy Stewart as a great steward of BH and a great mentor for council members. Boldt wanted to remind everyone to keep soldiers, first responders and their families in your thoughts during the holiday season.

Dunlap wanted to wish everyone a Merry Christmas.

Wolf wanted to remember Roy Stewart as a great mentor and said he would miss the conversations they had over the years.

Pavlica wanted to wish everyone a Merry Christmas.

Council Open To The Residents

None

Adjourn

The time was 7:45 PM.



**City Of Broadview Heights
City Council
Council Meeting Minutes
December 1, 2025 - 7:30 pm**

Call To Order

Boldt: Regular meeting of city council, December 1st at 7:30.

Pledge of Allegiance

Led by: Tom Pavlica

Roll Call

Council Members Present:

- Mr. Thomas Pavlica - Ward 1 Councilor, President Pro-Tem
- Mr. Brian Wolf - Ward 2 Councilor
- Mr. Robert Boldt - Ward 4 Councilor, President
- Mr. Glenn Goodwin - Councilor At-Large
- Mr. Joe Price - Councilor At-Large

Council Members Absent:

- Mr. Brian Dunlap - Ward 3 Councilor
- Ms. Jennifer Mahnic - Councilor At-Large

Officers:

- Mr. Samuel J. Alai - Mayor
- Mr. Vince Ruffa - Law Director
- Ms. Amanda Hutcheson - Parks & Recreation Director
- Mrs. Kathy Parsson - Human Service Director
- Chief Jeffrey Hajek - Fire Chief
- Mr. Dave Pfaff - Finance Director
- Chief Don Polick - Police Chief
- Mr. David Schroedel - Service Director
- Mr. Joe Mandato - Chief Building Official
- Mr. Ethan Neff - City Engineer
- Ms. Robin Parsons - Clerk of Council

Approval of Minutes

- November 3, 2025 Council Meeting
- November 3, 2025 Finance Meeting
- November 10, 2025 Finance Meeting
- November 10, 2025 Work Session
- November 17, 2025 Council Meeting

Boldt: If there's no additions or deletions, we'll accept the minutes.

Reports and Communications From Department Heads and Officials

Boldt: Reports and communication from department heads and officials. Amanda?

Hutcheson: Thank you Mr. President. This Saturday is going to be a very busy day here. We have swim lessons, basketball is beginning, it's Winter Fest and Shop with a Cop. So get ready for all the parking issues that we may have, but I hope we all goes as well. Thank you.

Boldt: Thank you. Good luck Ms. Parsson?

Parsson: Thank you. Our annual Yuletide family distribution will be next Friday, December from 9-5:30, change the location, it's usually at the horticulture building, but we've moved it to the Broadview Heights City Hall this year. So it might make it a little more convenient for residents. So that's next Friday, December 12th. Thank you.

Boldt: Thank you. Is Assistant Chief Fleming?

Fleming: No report this evening?

Boldt: Thank you. Mr. Pfaff?

Pfaff: No report this evening.

Boldt: Chief?

Polick: No report.

Boldt: Mr. Schroedel?

Schroedel: Yes, Mr. President. Just wanna let everybody know we still are out collecting leaves. We were out today. I don't know if we'll be out tomorrow. It depends on how much snow we get. I doubt we'll be out tomorrow, but we are on our last swoop of the city and trying to get 'em all. We'll probably have to hold one leaf machine until the snow completely melts and go get piles we can't see, but we do plan on getting all the leaves. Hopefully it doesn't look like in the near future, but hopefully before Christmas time it will melt off and we'll be able to get 'em done. Third shift is started Sunday night, Monday morning. So they are on second shift starts the next week. And, that's about it. Thank you.

Boldt: Thank you for the update. Mr. Mandato?

Mandato: Yes. Thank you, Mr. President. I just wanna let everybody know that the Heritage Home Program is open for the residents to apply. I sent everybody an email with the link and we're gonna put it on the mayor's page and also the website. Thank you.

Boldt: Thank you Mr. Neff?

Neff: No report tonight. Thank you.

Reports and Communications From The Mayor

Boldt: Report some communication from the mayor.

Alai: A lot was said already about, especially this weekend with Winterfest lighting of the grounds and the fireworks, and only thing I'll have to say is we wait to do our tree lighting and things like that till the first Saturday. So I wore a different tie. It's not a Christmas tie, but when it snows, make snowmen. So hopefully, it doesn't get that bad tonight. That's all. Mr. President.

Boldt: Thank you.

Appointments and Confirmations

None

Communications, Claims and Petitions

None.

Reports Of Committees

Boldt: Reports of committees. Mr. Pavlica?

Pavlica: Thank Mr. President. There is a park and rec board meeting scheduled for Wednesday, December 11th at 6:30 PM Thank you.

Boldt: Thank you. Mr. Goodwin?

Goodwin: The Board Of Zoning Appeals will be meeting Wednesday, December 3rd, here in this room at 6:30 PM, there are two variances up for discussion. That's all. Thanks.

Boldt: Thanks. Thank you, Mr. Price?

Price: I have nothing Mr. President.

Boldt: Mr. Wolf?

Wolf: Human services meeting Thursday the 11th, 5:45. Also just a reminder, it's a second reading for the budget tonight. Mr. Pfaff, did you received any questions yet?

Pfaff: No.

Wolf: Okay. Again, if anybody wants a finance meeting please let me know and we'll set one up. Thanks.

Boldt: What Mr. Wolf said, does anybody have any questions going forward on the budget? I think all of them have been answered at this point. Is there anything lingering that Mr. Pfaff needs? I take it from your silence. That's, yes. Okay

Resident Participation

Limited to a single brief statement for each individual wanting to comment on the Resolutions or Ordinances that pertain to this evening's agenda. Limited to three minutes.

Boldt: Seeing none.

Resolutions

Police Department

2025-162 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT REGARDING RADIO COMMUNICATIONS IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Mr. Boldt presented **Resolution 2025-162** for first reading. **Mr. Wolf moved to suspend council rules seconded by Mr. Price.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Motion is approved.** **Mr. Wolf moved to adopt Resolution 2025-162 seconded by Mr. Price.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Resolution is adopted.**

Engineering Department

2025-163 First Reading

A RESOLUTION AMENDING RESOLUTION 2025-103 REGARDING AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND RONYAK PAVING FOR THE TENNIS, PICKLEBALL AND BASKETBALL COURT IMPROVEMENT PROJECT IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Mr. Boldt presented **Resolution 2025-163** for first reading. **Mr. Wolf moved to suspend council rules seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Motion is approved.** **Mr. Wolf moved to adopt Resolution 2025-163 seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Resolution is adopted.**

Finance Department

2025-164 First Reading

A RESOLUTION AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Mr. Boldt presented **Resolution 2025-164** for first reading. **Mr. Wolf moved to suspend council rules seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Motion is approved.** **Mr. Wolf moved to adopt Resolution 2025-164 seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Resolution is adopted.**

2025-165 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MEDICAL MUTUAL OF OHIO FOR THE PROVISION OF MEDICAL INSURANCE FOR THE EMPLOYEES OF THE CITY OF BROADVIEW HEIGHTS FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 AND DECLARING AN EMERGENCY

Mr. Boldt presented **Resolution 2025-165** for first reading. **Mr. Wolf moved to suspend council rules seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Motion is approved.** **Mr. Wolf moved to adopt Resolution 2025-165 seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Resolution is adopted.**

2025-166 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AMERITAS FOR THE PROVISION OF DENTAL AND VISION INSURANCE FOR THE EMPLOYEES OF THE CITY OF BROADVIEW HEIGHTS FOR THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 AND DECLARING AN EMERGENCY

Mr. Boldt presented **Resolution 2025-166** for first reading. **Mr. Wolf moved to suspend council rules seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Motion is approved.** **Mr. Wolf moved to adopt Resolution 2025-166 seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Resolution is adopted.**

2025-167 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO PAY THE INVOICE SUBMITTED BY SOFTWARE SOLUTIONS FOR FINANCE SOFTWARE ANNUAL SUPPORT IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Mr. Boldt presented **Resolution 2025-167** for first reading. **Mr. Wolf moved to suspend council rules seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Motion is approved.** **Mr. Wolf moved to adopt Resolution 2025-167 seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Resolution is adopted.**

Building Department

2025-168 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND KEN GANLEY FORD NORTON FOR THE PURCHASE OF A VEHICLE FOR THE SERVICE DEPARTMENT IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Mr. Boldt presented **Resolution 2025-168** for first reading. **Mr. Price moved to suspend council rules seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Motion is approved.** **Mr. Price moved to adopt Resolution 2025-168 seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Resolution is adopted.**

2025-169 First Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND CLEARY BROS. LANDSCAPING FOR NUISANCE ABATEMENT RELATED SERVICES AT 1736 E. SPRAGUE ROAD IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Mr. Boldt presented **Resolution 2025-169** for first reading. **Mr. Price moved to suspend council rules seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Motion is approved.** **Mr. Price moved to adopt Resolution 2025-169 seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Resolution is adopted.**

2025-170 First Reading

A RESOLUTION ALLOWING FULL-TIME CITY EMPLOYEES TO DONATE A PORTION OF THEIR SICK TIME TO A FELLOW EMPLOYEE IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

Mr. Boldt presented **Resolution 2025-170** for first reading. **Mr. Price moved to suspend council rules seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Motion is approved.** **Mr. Price moved to adopt Resolution 2025-170 seconded by Mr. Goodwin.** Roll call: Mr. Pavlica, yes; Mr. Goodwin, yes; Ms. Mahnic, yes; Mr. Dunlap, yes; Mr. Wolf, yes. **Resolution is adopted.**

Ordinances

17-2025 Third Reading

19-2025 Second Reading ONLY

20-2025 Second Reading ONLY

21-2025 First Reading

22-2025 First Reading ONLY

Students

Council Discussion

Council Open To The Residents

Adjourn



**City Of Broadview Heights
City Council
Work Session Minutes
November 24, 2025 - 7:30 pm**

Call to Order

Boldt: November 24, 2025 at 7:30, council work session.

Pledge Of Allegiance

Roll Call

Council Members Present:

- Mr. Joe Price - Councilor At-Large
- Ms. Jennifer Mahnic - Councilor At-Large
- Mr. Thomas Pavlica - Ward 1 Councilor, President Pro-Tem
- Mr. Brian Wolf - Ward 2 Councilor
- Mr. Robert Boldt - Ward 4 Councilor, President

Council Members Absent:

- Mr. Glenn Goodwin - Councilor At-Large
- Mr. Brian Dunlap - Ward 3 Councilor

Officers Present:

- Mr. Samuel J. Alai - Mayor
- Mr. Vince Ruffa - Law Director
- Ms. Amanda Hutcheson - Parks & Recreation Director
- Assistant Chief Joe Fleming - Fire Chief
- Mr. Dave Pfaff - Finance Director
- Chief Don Polick - Police Chief
- Mr. Joe Mandato - Chief Building Official
- Mr. Ethan Neff - City Engineer
- Ms. Robin Parsons - Council Clerk

Officers Absent:

- Mrs. Kathy Parsson - Human Service Director
- Mr. David Schroedel - Service Director

Business

Discussion from Council

Boldt: First up for discussion from council, Mr. Wolf?

Wolf: Are there any questions/concerns about the budget? We did have a SNAFU where we didn't send it out to council with our approval for the first reading last week so there's a special this evening after the council meeting to have the first reading. We're slated to have our third reading on December 15th. So if you have any questions, Mr. Pfaff, have you received any questions? No, ok.

Boldt: Kind of with the budget, kind of not with the budget, I did talk to the mayor this week, I need to talk to the law director, we did put the \$75,000 for lawyer fees to look at the zoning. I'd like to get a list of names in December so we can start right away in January. So, anyone that wants to submit names, that's fine. We'll review them and hopefully by the end of the month we can make a decision. We cannot kick it off until January of next year but we can be prepared.

Wolf: Sounds good.

Boldt: OK.

Budget Discussion - Mr. Wolf

Short Avery - Pavlica

Boldt: Next item is short Avery. Ethan, do you want to give us an update on that situation?

Neff: Thank you Mr. President. This is related to the hydrant locations. The project was designed to have 6 hydrants relocated behind the sidewalk. Hydrant relocations are fairly easy, funds were allocated for this in the project. One hydrant was successfully moved according to the project plan. Cleveland water owns the water main, they reviewed and approved the project plans before the project started. Once the hydrants were excavated, Cleveland water inspected them and only allowed for one hydrant to be relocated out of the six. Cleveland water would not allow 5 hydrants to be extended unless the city took liability of the water main in this location. We are unable to take liability of any water mains for many different reasons. In order for the city to extend these 5 hydrants and avoid liability issues a large amount of the new roadway would have to be excavated, a large amount of water main would have to be removed and replaced. The project would be delayed another year.

Project costs would be drastically increased. Residents and the dentist's office would be out of water all day for roughly 3 weeks, unless we specified night work. There is a risk of chasing the water main and impacting the 24" transfer main that is directly next to the supply main. The city would be responsible for all costs. The only funding available are for water mains with a break history and this section of Avery does not have a break history, we checked. Based on these options, and to ensure that the roadway was complete before winter, the sidewalk had to be adjusted around various hydrants. And just a quick project update, the final surface was installed today. They're planning to install the berming tomorrow. The road looks great, rides great, and we are very near project completion. That's all I have.

Boldt: Thank you for the update, Mr. Pavlica?

Pavlica: Thank you Mr. President. Ethan, I did notice there was a line item for moving the fire hydrant. That's going to be 5 fire hydrants we're going to have with the sweep walk around them correct?

Neff: Yes.

Pavlica: Is there any thought maybe, well it's too late now, was there any thought to moving the sidewalk closer to the road? So there aren't so many sweeps around in the sidewalk?

Neff: We looked at various options and we have limited amount of right-of-way. In order to construct the appropriate width of the sidewalk and width of the roadway this is the best option.

Pavlica: Is this common for the city of Cleveland water to respond like this to situations like ours? Do you know?

Neff: The year that I've been here, I would say yes, year and a half.

Pavlica: I would like to see us make an attempt, with the city to the Cleveland water department to try to eliminate these sweeps around them and moving the fire hydrants, if possible. Do you have any more contact with them at all?

Neff: We had various project discussions in the field, various meetings and at this time this is the only solution. We can reengage.

Pavlica: OK, well that's my thoughts on it. I would like to see us approach the city of Cleveland again to try to rectify that. I mean, some way to eliminate these sweeps around it. I could just foresee a child running right into the fire hydrant.

Boldt: Mayor?

Alai: Thank you. Mr. Pavlica, nobody's happy. Nobody's happy at all. The only thing I will tell you is this is another governmental agency who do not answer to you, myself or anybody else other than themselves. And I will give you another example of trying to talk to Cleveland water. If any of you drive down West Mill Rd. for the last 14 months it's been nothing but a headache. Cleveland water finally showed up, unannounced, while we were doing the bridge on Wallings and decided to close the road down, brought in a trench boxes, worked on that road, blocked half of Karen Lane with a trailer and all of their equipment and proceeded to dig all day long. Go down there, do the work, fill the hole up and it still leaks. There are two water main leaks on West Mill Rd and trying to call and get ahold of the city of Cleveland is a challenge, and I'm being nice. I will, Mr. Pavlica, again tomorrow write another letter and send something to Mark Evas and we'll see what they say.

Pavlica: Thank you.

Boldt: Ms. Mahnic?

Mahnic: In the meanwhile, could you maybe email us that statement so we could send it, I don't want to summarize what you said and miss something, because residents have their own stories that they're sharing in the media and I don't want. I knew there was probably a reason and not just "Oh, this would be fun".

Neff: Yes, absolutely.

Mahnic: Thank you.

Boldt: Mr. Price?

Price: So were you able to get this in writing from Cleveland water?

Neff: We are going to try to, yes.

Price: OK, because I asked for it in writing. Does not every fire hydrant have it's own valve box?

Neff: Yes

Price: OK, so I just don't understand why we couldn't have paid a contractor to move the hydrant?

Neff: We did for one of them. The other five, Cleveland water would not let us do that without replacing certain sections of the main line.

Price: For me, from personal experience, it seemed to not make sense since I've watched, on projects just like this, the duct will be cut and a section will be put in. They make clamping for that. And the issue that the joints are leaded, I understand all of that, but there is a process to follow to have it happen. Now, I could understand it's a Cleveland system and maybe they don't want you touching it. I would've liked to see that in writing because you make a significant investment like this and you don't want our fire hydrants and utility pole guide wires taking kids out on bicycles.

Mahnic: Could we have them come to a meeting?

Price: Good luck with that. I can understand Cleveland public water can be difficult, but we were able to get it down on Route 82. Now maybe that was because it was an ODOT project. I would like to see it in writing because I want to make sure it was not an error or emission on our part.

Neff: There was not.

Price: I get that, that's why I'm asking these questions. Just like you are accountable to the mayor and he's accountable to us and the residents, you don't know unless you ask these questions. That's all I got.

Boldt: Mr. Wolf?

Wolf: If we can't move them, I would recommend putting some signs on those hydrants, both sides, "Warning, impending doom" or whatever. I see people on their cell phones walking into it more than a kid on a bike. A kid's going to pay attention, but I see people on their cell phones just walking everywhere.

Price: Are those 6ft wide? They look wider.

Neff: 8ft wide.

Price: 8 ft, OK.

Neff: And everything still meets ODOT standards.

Price: That helps, and what Mr. Pavlica said, and nobody likes to put a sidewalk up to a roadway, especially with no curb. But that could've been an option, but then you're putting pedestrians closer to the traffic.

Neff: We looked into putting the bike path off of the roadway and I think we can all agree that's not the best solution so that's why we went with what's out there now.

Price: It might help the chief chasing after a guy on a motorcycle, or one of your officers.

Boldt: It's a bike lane not a motorcycle lane.

Wolf: Mr. President, I have one other question. Someone had stated the city was taking care of those, which I didn't think was true. Who is responsible for those sidewalks, like snow removal and what not?

Neff: They are in our right-of-way, we're putting them in.

Wolf: So the city?

Neff: Yes.

Wolf: OK, perfect.

Boldt: So, I did not drive it because it's not accessed, but I heard that the one is looped and there are many more to be looped. So, are we going to contact them prior to the concrete?

Neff: Yes, we've had numerous conversations with them but yes, that's why they are staged like that. That's why everything else is poured, except for those.

Boldt: OK, I just didn't want it to be poured and then changes made. Council, any other questions? Thank you Ethan.

Discussion from Police Department, Chief Polick

MOU Sherriff Dept radio communication

Boldt: OK, Chief Polick, you're up.

Polick: I just have the MOU with us and the county.

Boldt: Council, any questions on that? We'll put it on.

Discussion from Engineering Department, Mr. Neff

Court Project Change Order

Boldt: Mr. Neff? Sorry, I should've asked while you were up there. I apologize for that.

Neff: Thank you Mr. President. The Engineering Department is requesting approval to provide a contract extension to the 2025 Court Project. This is related to the temperature requirements of the acrylic surface and repairing restoration.

Boldt: Council? We'll put it on.

Neff: Thank you.

Discussion from Finance Department, Mr. Pfaff

Bills Resolution

Boldt: Mr. Pfaff?

Pfaff: I got a few items here. First one is another Bills Resolution where we didn't have a PO for Luther Farms for \$3,237.50. That was for services provided at Fall Fest.

Boldt: We'll put that on.

Return Partial Advance to General Fund from Royalton Road TIFF

Pfaff: Next item, when we did the traffic signal up by Aldi's we had advanced \$400,000 from the General Fund to the Royalton Road TIFF Fund. We now have a little over \$200,000 in there and I want to return \$200,000 of that advance this year. And then next year with the proceeds from the TIFF we should have enough to return the rest of the money. Then, going forward, all of the TIFF proceeds would stay in that fund for future projects in that area.

Boldt: Council? We'll put that on.

Medical Mutual Health Care Renewal

Pfaff: Next item, and I will sort of cover these together, this is the medical, dental and vision renewal. As I had discussed earlier we had started down over 20%. The Fedeli Group was able to get Medical Mutual down to 12% increase, and it should be noted that's coming off of a 22-month renewal. In the past we've been single digits but it was also a longer renewal. We also had a bad experience. Trends are running around 11% so we are just likely over trend. So given our experience that's not too bad so we are looking to renew with Medical Mutual.

Ameritas Dental and Vision Renewal

Pfaff: Dental renewal was going up 14%, vision 4%, those are sort of small premium amounts though and I will be staying with Ameritas.

Boldt: Everybody got hit with the %s this year. Council, any questions on this? OK, we'll put both these on.

SSI Support

Pfaff: Next item is the annual software support for the accounting software that we use in the Finance Department. The cost for the support for 2026 will be \$34,727.26 and that's just coming to council because it's over \$10,000.

Boldt: We'll put that on Dave.

2025 Accepting the Decision of the Tax Incentive Review Board

Pfaff: And then the final item, that I don't have any backup for this yet, with the Royalton Rd TIFF we have to have an annual tax incentive renew council meeting. That was held in August of last year. Council just needs to accept or deny the results of that. The results of that are we are in compliance and we would continue with the TIFF. Once I get, hopefully before the council meeting, get the recording on that meeting, and have the minutes that would show that. Right now they are having an issue with the audio software that recorded to take the minutes.

Boldt: Council, you OK with this?

Price: Quick question again, so that's been in place, Dave, three years?

Pfaff: Give or take, I know this is only the second year that we've started collecting money as there's a delay. Once someone, like Aldi's, moves in and I have to file a DTE24 which would exempt a value above the base value. But, as we know, the property taxes has a 6-month delay before those funds start coming in.

Price: What's the term or the draw on that?

Pfaff: It's 30 years but that's per parcel. Right now we've only filed two that have already been ruled on, I'm sorry there are three, Sgt. Clean, Broadview Eye Center and Aldi's those are the ones that have already been approved. I've filed the exemption earlier this year for Brew Wall and I haven't gotten back yet the approval from the state that's on file.

Price: Roughly, how much have we brought back in just two years?

Pfaff: I want to say it's about \$160,000.

Price: We expect that to continue to track or go up incrementally be beneficial to the city?

Pfaff: Long term it will be. Initially, so far, we haven't gotten all of the money back. We've basically almost got enough back to pay for the traffic signal.

Price: I want to assure the voters we're not going to go broke over doing this.

Pfaff: No, you will definitely recoup all of the money within the next few years.

Price: Great economic development tool. I appreciate that, thank you for showing us that it works.

Pfaff: Thank you.

Discussion from Building Department, Mr. Mandato

New Vehicle from Ken Ganley

Boldt: Mr. Mandato?

Mandato: My first item is for a new vehicle from Ken Ganley. We went to three different dealerships and fleet managers and Ken Ganley had the lowest bid.

Boldt: That's in your budget right?

Mandato: Yes.

Boldt: Council? We'll put that on.

Memorandum for 1736 E. Sprague Rd abatement

Mandato: The other one is for an abatement at 1736 E. Sprague Rd. I gave you guys the packets this morning. Sorry that it wasn't attached to the agenda. Does anyone have any questions on that?

Boldt: All the paperwork looks correct. Council? We'll put that on.

Mandato: OK, thank you.

Council Open To Residents

Boldt: Council's now open to the public.

Todd Thompson: 2400 Harris Rd. My wife and I are keenly aware of our community and the people that are around us, that includes looking up sex offenders that might come into the area or we actually get notified. We're on a notification system, if one moves in within a mile radius of us. So we actually know these people by their faces because I have three young kids and I just feel like it's good to know these people who live around us. My wife recognized one of them in this building and it got us thinking "why are we allowing sex offenders in our public facilities where kids are swimming, the childcare center, not insinuating any wrongdoing but I was just curious. So I googled it and Parma and Middleburg Heights both have ordinances that ban registered sex offenders from entering public buildings. So, my wife reached out to the clerk of courts and she said that there's no law regarding that in the city, so I'm just here to encourage it to further keep our kids safe.

Boldt: OK, I will have the council clerk pull that legislation and send it out to all of council.

Thompson: I do have the numbers, if it's helpful. So Parma's is 666.19 and Middleburg Heights is 135.13. That's it, thank you.

Boldt: Thank you for that information.

Council Discussion

Alai: I have two things if you don't mind.

Boldt: Mayor?

Alai: One is an answer, I believe I answered your wife. I don't know if you say my answer to your wife?

Thompson: No, maybe not. She didn't mention it.

Alai: I spoke to the mayor of Parma this morning and we will look into this at the beginning of the year and act appropriately. That's the message that I sent back.

Thompson: Like I said, just something we hadn't thought of and it just came up. Thank you.

Alai: And secondly, Mr. President, it's not on the Work Session, but you have the new resolution for the motion in front of you for the next meeting to accept the donation from Home Depot.

Boldt: Did everybody see that?

Mahnic: Yeah.

Alai: I'd like to explain it now if you don't mind. Thank you. This is for Shop with a Cop, the police department does this every

year. Kim Cook, from the police department, went to Home Depot to get some things to put together, taking photos and things, kind of nice, with the kids so we didn't have to use money donated to do that. She went to Home Depot and got us up to \$1000. So in conjunction with the Lions, the community foundation and my office, I would ask that you approve this \$1000 donation from Home Depot for Shop with a Cop. Thank you.

Boldt: Thank you, and Kim. Any other residents wish to speak? Seeing none. Mr. Pavlica?

Pavlica: Thank you Mr. President. Just want to remind everyone that Saturday the 29th is Small Business Day Support. Every dollar spent in Broadview Heights, approximately \$0.67 stays in Broadview Heights, so it's really important to support our local businesses here. As far as the fast food and chain places, there's only like \$0.15 of every \$1 that stays in Broadview Heights. We have a lot of good businesses I would like to see the community support and I'm looking forward to shopping local this Saturday. Thank you. And also, the Winter Fest is coming up December 6th, I know it's in a couple weeks. We're going to have many rides and food trucks and Santa and fireworks at the end. So that's something for the community to look forward to and I would like to wish everyone in our community a warm and happy Thanksgiving and a safe one. Thank you.

Boldt: Thank you, Mr. Price?

Price: Thank you Mr. President. All I have is the well wishes for Thanksgiving to those people at home watching. Have a happy Thanksgiving and a very safe and joyous holiday season. That's all I have.

Boldt: Ms. Mahnic?

Mahnic: Yes have a wonderful holiday and spend time with your family. That's it.

Boldt: I will give the standard I always do. I hope everyone has a great Thanksgiving. Think about the people that are defending this country, that are abroad and people that were at the table last year that are not at the table this year. A lot of families going through some hurt so think about them at this time. Mr. Wolf?

Wolf: Have a great Thanksgiving and be careful with those deep-fried turkeys. You don't need the fire department to visit at Thanksgiving.

Price: Don't talk politics.

Adjourn

Boldt: We're adjourned.

The time was 7:54 PM.

Engineering Department

Legislative Request

To: Clerk of Council, Vince Ruffa, Law Director
Date: 01/05/2026
From: Ethan Neff, City Engineer
Project: 2026-2030 Cuyahoga County Board of Health Phase 2 Storm Water Services Agreement

The Engineering Department is requesting approval to execute two agreements with the Cuyahoga County Board of Health for Phase 2 Stormwater Services.

1. Memorandum of Understanding: Phase 2 Stormwater Services 2026-2030
\$0.00 No Cost
2. Compensation Agreement: Phase 2 Stormwater Services 2026-2027
\$2,320.00 Annually
\$4,640.00 Total Cost

MEMORANDUM OF UNDERSTANDING

CUYAHOGA COUNTY BOARD OF HEALTH AND THE CITY OF BROADVIEW HEIGHTS AUTHORITY AND CONSENT TO PROVIDE PHASE II STORMWATER SERVICES IN 2026 - 2030

This Memorandum of Understanding ("MOU") is entered into by and between The Cuyahoga County Board of Health ("CCBH") and The City of Broadview Heights ("City"), both separate political subdivisions of the State of Ohio.

- WHEREAS: The Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and
- WHEREAS: In response to the implementation of the US EPA's Phase II Stormwater Regulations on March 10, 2003, CCBH developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and
- WHEREAS: Each municipality within Northeast Ohio has been issued an MS4 permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and
- WHEREAS: The Northeast Ohio Regional Sewer District ("NEORS" or "The District"), pursuant to the authority of Ohio Revised Code Chapter 6119 adopted the Stormwater Management Code as part of the District's Code of Regulations ("Title V") and is authorized to provide and contract for overall Stormwater Management of the Regional Stormwater System within the jurisdiction of NEORS; and
- WHEREAS: Title V requires NEORS, on behalf of the municipalities within its jurisdiction to provide planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member municipalities; and
- WHEREAS: Section 5.0502 of Title V requires the District to provide Phase II stormwater regulation support services to member communities of the District with Ohio EPA's National Pollutant Discharge Elimination System ("NPDES") General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measures (MCMs) #1, #2, #3, and #6; and
- WHEREAS: Recently, the District passed resolution 249-25 authorizing an agreement with the CCBH for services in support of NEORS member communities' compliance with the Ohio EPA's NPDES General Permit for Municipal Separate Storm Sewer Systems; and
- WHEREAS: Pursuant to the agreement between CCBH and NEORS, the District recognizes CCBH as a service provider for the implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS: In order for CCBH to provide the above described services to municipalities within the NEORSJ jurisdiction, CCBH must contract with those municipalities that are part of the NEORSJ jurisdiction in order to obtain consent and authority to perform these services; and

WHEREAS: City has authority to grant consent and authority to CCBH for the purposes of performing the services outlined herein; and

WHEREAS: Both parties desire to enter this MOU agreement for the purposes outlined herein.

Now therefore, in consideration of the mutual promises and conditions set forth herein, BOARD and the CITY (each, a "Party" and collectively, the "Parties") agree as follows:

A. PROJECT DESCRIPTION

The Board and the City have identified the need for the following described project:

- The implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations programming;

B. SCOPE OF WORK

1. The Board will need to verify the City's previously identified Municipal Separate Storm Sewer System (MS4) outfall locations and update any outfall information that has changed, during the 2026-2030 contract period.
2. The Board will monitor the City's designated MS4 outfall locations during a dry weather period (a minimum of 72 hours with no rain event) and sample all flowing outfall locations that are within the District's RSMP area for E. coli. The MS4 outfall locations will be inspected/sampled once during the 2026-2030 contract period.
3. The Board will provide an annual training presentation on Good Housekeeping/Pollution Prevention for Municipal Operations and related best management practices, as well as illicit discharges, for the City's employees. This training will be coordinated with the City annually during the 2026-2030 contract period.
4. The Board will conduct a site inspection of the community's municipal operation facilities annually during the 2026-2030 contract period and will provide a completed report.
5. The Board will provide the City an annual summary of the work that was performed as it relates to Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination and MCM #6: Good Housekeeping/Pollution Prevention for Municipal Operations to be included in the City's Phase II Stormwater Annual Report to the Ohio EPA.
6. The City will provide aid in opening storm sewer manholes where and when deemed necessary for the purpose of sample collections, upon 24 hours' notice by the Board.

C. COOPERATION STATEMENT

The City of Broadview Heights shall cooperate with the Board by providing maps, assistance, and direction for the Board to obtain access and/or samples for testing purposes;

D. COMPENSATION.

The City shall have no obligation to pay the Board for the Scope of Work or services performed identified in Section B.

E. INDEPENDENT CONTRACTOR.

The Board is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the City. The Board shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law. The entire cost and expense of these services will be provided by NEORSD to the Board.

F. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

G. TERM AND TERMINATION

The term of this Agreement begins on January 1, 2026 and ends December 31, 2030, unless extended by the parties by agreement in writing. Either party may cancel this Agreement, for cause, with sixty (60) days' written notice to the other party of such intent, when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is canceled by the parties prior to completion, the Board, within thirty (30) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation.

I. MISCELLANEOUS TERMS

a. Waivers and Amendments. The waiver by either Party of any provision of this MOU on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this MOU on any other occasion or upon any other circumstance. This MOU may be modified or amended only via a writing signed by both Parties.

b. Assignment. Neither Party shall have the right to assign this MOU to any third party. Any such attempted assignment will be null and void.

c. Complete Agreement; Integration. This MOU contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the Parties with respect to such subject matter.

d. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this MOU, neither Party shall unlawfully discriminate on the basis of race, sex, pregnancy, religion, disability, age, national origin, or color.

e. No Third Party Beneficiaries. This MOU does not and is not intended to confer any rights or remedies upon any party other than the City and The Board.

f. Statutory Immunity. Nothing contained in this Agreement is intended as a waiver of any statutory immunity either party may enjoy pursuant to R.C. 2744 et seq. and state law. Each party will be solely responsible for its own acts and omissions, and those of their employees.

g. Notices. All notices required or permitted under this MOU shall be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested, at the Party's address first set forth above, on behalf of the City, an additional copy shall be forwarded to the District. Such notices shall be effective when received.

IN WITNESS WHEREOF, authorized representatives of the parties to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Roderick Harris, DrPH
Health Commissioner

By: _____

Date: _____

Date: _____

FOR THE CITY OF BROADVIEW HEIGHTS:

Approved as to form.

Mayor

By: _____
Director of Law

Date: _____

Date: _____

**Engineering Department
Legislative Request**

To: Clerk of Council, Vince Ruffa, Law Director
Date: 01/05/2026
From: Ethan Neff, City Engineer
Project: 2026-2030 Cuyahoga County Board of Health Phase 2 Storm Water Services Agreement

The Engineering Department is requesting approval to execute two agreements with the Cuyahoga County Board of Health for Phase 2 Stormwater Services.

1. Memorandum of Understanding: Phase 2 Stormwater Services 2026-2030
\$0.00 No Cost
2. Compensation Agreement: Phase 2 Stormwater Services 2026-2027
\$2,320.00 Annually
\$4,640.00 Total Cost

PHASE II STORMWATER SERVICES AGREEMENT

This Agreement is entered into on the **1st day of January, 2026** (“Effective Date”) by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Broadview Heights**, a political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio (“Community”), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

- WHEREAS: The Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and
- WHEREAS: In response to the implementation of the US EPA’s Phase II Stormwater Regulations on March 10, 2003, the Board has developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and
- WHEREAS: Each municipality within Northeast Ohio has been issued a Municipal Separate Storm Sewer Systems (MS4) permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and
- WHEREAS: The Board will continue to provide communities Phase II Stormwater services in support of the community’s compliance with the Ohio EPA NPDES General Permit for Municipal Separate Storm Sewer Systems (MS4); and
- WHEREAS: The Board will continue to provide Phase II Stormwater services to communities whose service areas are located partially or completely outside of the Northeast Ohio Regional Sewer District’s (“District”) Regional Stormwater Management Program area in support of Ohio EPA’s General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and
- WHEREAS: Community has the authority to grant consent and authorizes the Board to perform the services outlined herein; and
- WHEREAS: Both parties desire to enter this Agreement for the purposes outlined herein.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

- 1. EFFECTIVE DATE, TERM AND TERMINATION.**
 - (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2027**, unless earlier terminated pursuant to Section 1(b).

(b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:

(i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. THE SERVICES.

(a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the Community and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.

(b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.

3. CONSENT STATEMENT

Being in the public interest, The Community hereby grants consent and authority to the Board to complete the services and work described herein.

4. COOPERATION STATEMENT

The Community shall cooperate with the Board in the above described project as follows:

- (a) Provide the Board any maps, assistance, and/or direction to aid in obtaining access and/or collecting samples for testing purposes;
- (b) Provide the Board aid in accessing and opening storm sewer manholes where and when needed.

5. PAYMENT.

(a) **Compensation.** In consideration for the Phase II Stormwater services described in Exhibit A, which will be provided by the Board to and within the Community, the Community shall pay to the Board the total annual sum of two thousand three hundred twenty dollars and no cents (\$2,320.00) for calendar year 2026 and the total annual sum of two thousand three hundred twenty dollars and no cents (\$2,320.00) for calendar year 2027 for a total compensation of \$4,640.00. The Board shall submit an invoice to the Community for the payment due hereunder.

6. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the Community upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the Community, be kept confidential by the Community.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the Community unless there is compliance with the proper method for release of said information.

7. REPORTS.

The Board shall provide reports as specified in the Scope of Work, Exhibit A.

8. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the Community.

9. INDEPENDENT CONTRACTOR.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the Community. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the Community will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the Community are not public employees of the Community under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the Community is interested in the Board's end product, the Community does not control the manner in which the Board performs this Agreement.

10. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County District Board of Health
Attention: Roderick Harris, Health Commissioner
5550 Venture Drive
Parma Ohio 44130

TO THE COMMUNITY:

Community of Broadview Heights
Attention: Mayor Samuel J. Alai
9543 Broadview Road
Broadview Heights, Ohio 44147

And

Community of Broadview Heights
Attention: Director of Law
9543 Broadview Road
Broadview Heights, Ohio 44147

11. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

12. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

13. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

14. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

15. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

16. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

17. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Roderick Harris, DrPH
Health Commissioner

By: _____

Date: _____

Date: _____

FOR THE COMMUNITY:

Approved as to form.

Mayor

By: _____
Director of Law

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

1. PROJECT DESCRIPTION

The Board and the Community have identified the need for the following described project:

- The implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations;

2. BOARD SERVICES

1. The Board will need to verify the Community's previously identified Municipal Separate Stormwater System outfall locations and update any outfall information that has changed, during the 2026 and 2027 report periods.
2. The Board will monitor the Community's designated Municipal Separate Stormwater System outfall locations during a dry weather period (a minimum of 72 hours with no rain event) and sample up to 30 of the flowing outfall locations that are outside of the Northeast Ohio Regional Sewer District's Regional Stormwater Management Program area during the 2026 and 2027 report periods. The samples collected will be analyzed for the presence of E. coli bacteria.
3. The Board will provide the Community an annual summary of the work performed as it relates to Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination and MCM #6: Good Housekeeping/Pollution Prevention for Municipal Operations which can then be included in the Community's Phase II Stormwater Annual Report to the Ohio EPA.
4. The Board may request the Community to provide assistance in gaining access to and opening storm sewer manholes where and when deemed necessary for the purpose of sample collections.

Request for Council Authorization to Purchase Form

Description of Item or Service	County Phase 2 Stormwater Service Agreement
Vendor	Cuyahoga County Board of Health
Dates of Contract	01/01/2026 - 12/31/2027
Contract or Purchase Price	\$2,320.00 Annually
If over \$77,250 - Was purchase competitively bid If under \$77,250 Were Multiple Quotes Obtained	
If no, state reason	Annual Stormwater Phase 2 Service Agreement
State Contract or Other Purchasing Consortium Contract Number	
If yes, list other pricing or attach separate sheet:	

I hereby certify, that to the best of my knowledge the above information is true, accurate, and complete.

Signature:  Date: 1/2/2026

For Finance Department Usage:	
Account Number	Amount
701.8810.52334	\$2,320.00
I hereby certify there are sufficient funds lawfully appropriated for the proposed expenditure and the funds are in the treasury or in the proper fund, free from any previous encumbrances.	
<i>David A. Pfaff</i>	1/9/2026
Finance Director:	Date:
Notes:	

City of Broadview Heights

Interoffice Memorandum

To: Samuel J. Alai, Mayor
Members of Council

From: Kathy Rush-Parsson, Human Services Director

Re: STC Contract Renewal for 2026

Date: December 18, 2025

Human Services is requesting approval of renewal of the current contract for medical transport services provided by the STC (Senior Transportation Connection). The rates will be in effect for 2026. Due to an increase in per trip rates, residents will be asked to pay a \$5.00 one-way fee directly to the STC driver to offset the increase.

Please let me know if you have any questions.

The proposed renewal is attached.

Transportation Services Contract

This Transportation Services Contract (the “Contract”), made and entered into as of this _____ day of _____ 2026, by and between The City of Broadview Heights , (“Recipient,”) and Senior Transportation Connection, an Ohio non-profit corporation, (“Contractor”).

WHEREAS, the Recipient desires to retain the Contractor to provide certain transportation services to the Recipient and/or those for whom Recipient provides transportation opportunities or programs (“Passengers”); and

WHEREAS, the Contractor is properly qualified to furnish transportation services to the Recipient and/or its Passengers according to the terms and conditions stated herein.

Now, therefore, the Recipient and the Contractor agree as follows:

SECTION 1: CONTRACTOR AS AN INDEPENDENT CONTRACTOR

The Contractor shall provide the transportation services required herein as an independent contractor; Contractor is not and shall not be construed to be an agent or employee of the Recipient. As an independent Contractor, the Contractor shall pay any and all taxes imposed by law upon Contractor. In performing the services hereunder, the Contractor shall comply with all applicable federal, state, and local laws applicable to Contractor. The Contractor shall be responsible for Ohio workers compensation coverage for its employees and for all income tax, social security and Medicare taxes, unemployment taxes, and any other withholdings from Contractor’s employees’ wages or salaries.

- A) The Contractor shall hire, compensate, and supervise members of its work force and shall direct and control the manner in which transportation work is performed, including the conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will work.
- B) The Contractor shall not be exclusively bound to the Recipient and may provide transportation or other service(s) to other private and public entities.

SECTION 2: TERM

Subject to the termination provisions contained in Section 13 of this Contract, the term during which transportation services will be provided under this Contract shall begin on January 1, 2026, and end on December 31, 2026 (“Term”).

SECTION 3: OVERVIEW

During the Term of the Contract, the Contractor shall provide transportation services to Recipient's constituents who are 60 years of age or older, ADA certified individuals, or those who are otherwise determined by the Recipient to be eligible for its transit program.

SECTION 4: FEE SCHEDULE & PAYMENTS

Individual Trips

As compensation for the services provided by the Contractor, the Recipient shall pay the Contractor a rate of 41.00 per one-way Passenger trip, which is defined as individual trips (medical, therapy). In addition to the Recipient's rate, the Recipient may charge the passenger a fare according to Exhibit A. STC will collect this fare at the point/time of service, unless Passenger requests an STC invoice, which will be issued quarterly. The Recipient will be responsible for payment for any fare modification/reduction approved by the Recipient.

The Contractor reserves the option, exercisable by reasonable advance written notice to Recipient, of capping the quantity of one-way trip reservations in total or by distance, provided by the Contractor per month.

Special Trips outside of normal business hours

As compensation for the services provided by Contractor, the Recipient shall pay the Contractor a rate of \$110.00.00 per vehicle hour in order to transport riders from point A (STC garage) to point B and the return (point B to point A (STC garage)). Recipient must submit a Group Trip request form at least two weeks in advance.

Recipient will be electronically invoiced monthly by the 10th business day of the month for the previous month's activity to:

Department of Human Services
9543 Broadview Road
Broadview Heights, Ohio 44147

or such other address as Recipient may specify in writing to Contractor. Transportation invoices shall be paid within fifteen (15) days from the first day following the first full calendar month of service. Any payment more than five (5) days late shall include a late fee of \$25.00.

NO SHOW OR LATE CANCELLATIONS

A Passenger must cancel transportation services by notifying the Contractor before 7:00 a.m. the day of service. If the Contractor is notified after this time or does not receive a notice of cancellation, the Contractor may bill the Recipient for a (1) one-way Passenger trip for the round trip no-show for each cancellation during that month. The Contractor will provide written notification to the non-compliant Passenger per the Contractor's policy attached hereto as EXHIBIT B.

FUEL ESCALATION

The negotiated base rate assumes fuel cost at or below \$3.75 per gallon.

Fuel adjustments will be determined by using a monthly average for the Cleveland-Elyria-Lorain market shown on the www.aaafuelgaugereport.com.

Vehicle Trip Charge:

If the monthly average exceeds the base rate, the fuel surcharge per trip will equal .01 for every .01 above the base rate. For example, if the monthly average exceeds the base rate by .13, the monthly fuel surcharge will be .13 times the number of trips for the month.

FARES

- A. The Contractor shall collect a fare from a Passenger only when it is indicated on the manifest. This fare shall be retained by the Contractor. The passenger fare shall be paid according to Recipient's fare policy, unless the Contractor is granted the written authority by the Recipient to make fare modifications.
- B. The Recipient will be responsible for payment to the Contractor for any fare reductions approved by the Recipient.
- C. Drivers shall not accept tips or indicate to Passengers that a tip is expected or permitted.

SECTION 5: SCOPE OF SERVICE

SERVICE AREA

The Contractor will operate according to the protocol and defined service area attached hereto as EXHIBIT A. The written protocol must be approved by both the Contractor and the Recipient. Any significant operational changes to the protocol will be discussed and agreed to by both parties, in writing, before placed in effect.

OPERATING SCHEDULE

- A) Transportation services operate Monday through Friday, 8:00 am to 4:00 pm, within the specific service areas. The service does not operate on holidays as referenced in EXHIBIT C. During the term of the Contract, the Contractor reserves the right to adjust service hours, routes and schedules, so as to accommodate ridership.
- B) The Contractor maintains a policy on closings in case of weather related conditions and emergencies. This policy is attached as Exhibit D to this Contract.

TRIP RESERVATIONS AND SCHEDULING

- A) All riders shall be registered with the Recipient and the Contractor prior to commencing transportation services. It is the Recipient's responsibility to adequately assess a Passenger's eligibility for transportation services.
- B) Passengers will access transportation services by scheduling directly with the Contractor's call center using the designated numbers.
- C) The Contractor may accept trip requests up to three (3) days prior to travel, or up to three (3) weeks in advance.
- D) Dispatch will produce electronic manifests which will include the Passenger's name, the location of each Passenger's pick-up and drop-off point, whether the Passenger travels with a wheelchair, travels with a companion or personal care attendant, and any special circumstances or requirements pertaining to the Passenger. This manifest will be available for Recipient's inspection at any time upon reasonable advance notice.
- E) Some trips may be added ("add-ons") to the manifest during the service day, if schedule permit, as determined by the Contractor in its sole discretion. Added trips will be transmitted either electronically or by other means determined by the Contractor's dispatcher to the appropriate driver.
- F) The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a requested time. All reasonable attempts are made to be on time; however, service delays may occur.

FACILITIES

- A) Operating Base. Contractor shall provide a base of operation with adequate facilities for administration, and unless the Contractor chooses to subcontract these functions, vehicle maintenance and service.
- B) Communications. The Contractor shall be required to operate a two-way communication system.
- C) Security. Contractor shall take all reasonable precautions to secure its vehicles and records.
- D) Telephone/fax
 - 1) Contractor and Recipient shall equip their administration and supervisory office with a fax machine on a dedicated telephone line and sufficient voice telephone lines to ensure that the supervisors and administrative staff can be reached during service hours.
 - 2) Contractor shall provide, at its own expense, a dedicated phone line in order to perform live dispatching through automated scheduling system and software to download manifests.

VEHICLES

Contractor shall maintain a sufficient number of vehicles to meet service levels negotiated with the Recipient. Reasonable efforts will be made to include spare vehicles to allow for routine servicing, maintenance, repairs, vehicle breakdowns, and similar occurrences as may reasonably be anticipated. New and/or refurbished vehicles used in the transport of wheelchairs and other mobility devices shall meet the requirements of 49 CFR Part 38 of the Americans with Disabilities Act (ADA).

CONTRACTOR'S PERSONNEL

- A) **Applicable Laws.** The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- B) **Immigration Reform and Control Act of 1986.** The Contractor certifies that it does not and will not during the performance of the Contract knowingly employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- C) **Employment Discrimination.** During the performance of the Contract, the Contractor agrees to the following:
 - 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, military status or any other legally protected characteristic. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- C) **Fair Labor Standards Act.** The Contractor and any subcontractor shall pay all employees providing transportation services under this Contract in accordance with the Fair Labor Standards Act as amended.

DRIVER SELECTION AND TRAINING

- A) **Driver Selection.** The Contractor shall establish a formal selection process that shall include:
 - 1) Verification that the applicant has an appropriate, valid Ohio State driver's license and points based on Ohio law not in excess of 4 (four).
 - 2) The Contractor shall be responsible for pre-employment physicals and drug screens, as well as medical certification as required; and
 - 3) A criminal background check. The Contractor shall be responsible for background checks at the date of hire and every 5 years thereafter.

- B) **Driver Training.** The Contractor shall provide an approved training and retraining program, to teach driver proficiency and safety. The driver-training program will commence the first year of employment and shall include but not be limited to the following:
- 1) Defensive driving;
 - 2) Use of all special equipment associated with the job, such as wheelchair lifts, fire extinguishers and two-way communications devices;
 - 3) Operating procedures, including fare collection, vehicle pre-operation checks, use of forms, record keeping, global positioning systems, and dispatch procedures;
 - 4) Familiarization with the service area; passenger assistance techniques; and
 - 5) Relevant policies and procedures contained in an Operator's Manual.
- In addition, the driver training shall include at least:
- a) Annual reviews of individual driver's responsibilities and performance;
 - b) Semi-annual observations of the driver's on-the-job performance; and
 - c) Maintaining records for all drivers to verify that the training has been received.
- 6) Drivers shall be retrained in Defensive Driving and Passenger Sensitivity every three (3) years. Individual training records shall be available for inspection by Recipient on request.
- C) **Drug/Alcohol Testing.** All drivers, as well as other safety sensitive positions, shall be subject to Drug/Alcohol Testing for pre-employment, random, post accident and probable cause, as required under Federal Transit Administration (FTA) Regulations. The Contractor shall pay the costs associated with such testing.
- D) **English Fluency.** All drivers shall be sufficiently skilled in English to carry on necessary conversations with passengers and the dispatcher and to read a vehicle schedule and fill out required reports.

PASSENGER ASSISTANCE

- A) Drivers shall provide door to door assistance as necessary. "Door to door" is defined as the locale immediately outside of the Passenger's pick up or drop off location, be it the personal residence, office building, store, etc. If a passenger does not wish assistance, the driver shall visually confirm that the passenger makes it safely inside the building at the Passenger's destination. Drivers shall be instructed to exercise tact at all times to maintain Passenger's dignity and pride.
- B) **Unsure Destination.** In the event that any confusion occurs about the correct destination to which a passenger is to be taken (e.g. if the passenger says the location is wrong, the building is vacant or the address cannot be located), the driver is required to confer with Passenger and obtain instructions from the dispatcher. No Passenger shall be picked up or dropped off at any address other than the one originally given to the Contractor without prior approval of the dispatcher.
- C) **Waiting for and Notifying Passengers**

- 1) Drivers shall wait up to five minutes after parking the vehicle in clear view of the Passenger's residence or other pick up location; or, where that is not possible, the driver shall take other reasonable steps to notify the Passenger that the vehicle is waiting.
- 2) If the Passenger cannot be located, it will be considered a no-show and the Recipient will be charged accordingly as agreed in SECTION 4.

MONITORING AND SUPERVISION

The Contractor shall be responsible for monitoring and supervising service. The Contractor shall be responsible for dispatching or arranging for back-up vehicles, road service calls, towing and other driver supervisory services as needed.

PERFORMANCE LOG

The Contractor shall maintain a log with information on safety concerns, passenger complaints, passenger behavior problems and any other activity reasonably required by Recipient. The Contractor will provide the log to the Recipient's designee upon request.

REFUSAL OF SERVICE

The Contractor shall have the ability to refuse service to a Passenger if it is believed the Passenger cannot be transported safely or the Passenger is disruptive, abusive, intoxicated, or if there are other significant health and welfare concerns. All service denials shall be reported to the Recipient's designee within a reasonable time.

SERVICE INTERRUPTION

In cases where service is interrupted because of vehicle breakdown, accident or similar service interruption, the Contractor shall send a relief vehicle and/or driver to resume service as soon as possible.

SECTION 6: ACCIDENTS

If a Passenger requires EMS assistance due to an accident that occurs while the Contractor is providing the transportation service, the Driver will notify Dispatch and Dispatch will notify a family member or emergency contact.

SECTION 7: REPORTING

The Contractor shall provide reports upon request that include:

7 of 18 Transportation Services Contract
Senior Transportation Connection and the City of Broadview Heights

- A) Information as may be required by Federal Transit Administration, Ohio Department of Transportation and information requested by the Metropolitan Planning Recipient Organization (MPO).
- B) Any specialized reports as may be required by Recipient to fulfill existing funding agreements or regulatory requirements.

SECTION 8: SUBCONTRACTING

- A) Subcontracts and joint ventures are allowable, provided the Contractor assumes the following responsibilities:
 - 1) Serves as the sole contact responsible party with the Recipient.
 - 2) Assumes full responsibility for the performance of all its subcontractors.
- B) The Contractor shall provide an affidavit certifying that all subcontractors meet the requirements of the Contract.

SECTION 9: COMPLIANCE WITH LAWS AND REGULATION

A) The Contractor represents that it is currently and agrees that it shall continue to be in compliance with all applicable Ohio Department of Transportation Rules and Federal Transit Administration Drug Testing requirements, as well as any and all other state, local and agency, department, commission, association or other pertinent governing, accrediting or advisory body requirements as applicable to the provision of service under this Contract.

B) The Recipient and Contractor shall observe and comply with all laws, ordinances, rules, regulations, orders, and decrees applicable to them. By entering into this Contract, the parties specifically intend to comply with all applicable state and federal laws, rules, and regulations, including (i) the personal services safe harbor of the federal anti-kickback statute (42 U.S.C. 1320a-7(b)), and in particular, that the services performed under the Contract do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; (ii) the Limitation on Certain Physician Referrals, also referred to as the “Stark Law” (42 U.S.C. 1395nn) and (iii) federal and state privacy laws. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral or business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Contract is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Contract into compliance, either party may terminate this Contract on sixty (60) days written notice to the other party. Additionally, each party shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Contract from the federal government, State of Ohio or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

SECTION 10: INSURANCE

- A) Vehicle Insurance. The Contractor shall obtain and maintain during the term of this Contract \$1,000,000 primary auto liability and a \$2,000,000 excess auto liability coverage. The Contractor shall supply the Recipient with a copy of a certificate of insurance showing such minimum liability insurance coverage prior to the time this Contract is executed and on each renewal date. Said policy shall contain a provision that the Recipient shall be given thirty (30) days written notice of cancellation.
- B) General Liability Insurance. Contractor shall obtain Comprehensive General Liability insurance for \$1,000,000. Said coverage shall be "broad form" and shall specifically cover contractual liabilities including the hold harmless provisions of this Contract. Prior to the start of service under this Contract, the Contractor shall provide the Recipient a certificate of insurance, specifying coverage as required in this paragraph. Said policy shall contain a provision that the Recipient shall be given thirty (30) days written notice of cancellation.

SECTION 11: INDEMNIFICATION

To the fullest extent of the available insurance under Section 10, only the Contractor will defend, indemnify, and hold Recipient and its employees and agents harmless, from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses, caused by and resulting from (i) the negligent or intentional misconduct of the Contractor or its employees and agents, or (ii) any violation of applicable laws or regulations by the Contractor or its employees and agents.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CLAIM OR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

SECTION 12: RECORDS

The parties shall maintain such financial and other records pertaining to this Contract as may be prescribed by applicable federal and state laws, rules, and regulations. The parties shall retain these records for a period of three (3) years after final payment.

Upon reasonable request, these records shall be made available during the term of the Contract and the subsequent three-year period for examination by the parties.

SECTION 13: TERMINATION

Either Party may terminate this Contract for any reason or no reason, upon 90 days' advance written notice to the other Party. Further, Recipient acknowledges and agrees that Contractor's operations are dependent upon and funded in substantial part by quasi-governmental entities and private non-profit and philanthropic organizations. Accordingly, in the event of a material decrease in expected funding levels, Contractor reserves the right, upon their (30) days' written notice to Recipient, and in the Contractor's sole discretion, to cancel and terminate this Agreement or to make substantial changes in service levels, as appropriate. Upon such early termination for convenience or due to funding issues, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the Recipient shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of Contract services, in accordance with this Contract, until the termination date and shall have no further obligation to perform services after the termination date. Upon termination, the Recipient shall be entitled to a refund from Contractor on a pro rata basis of any advance payments made by the Recipient to Contractor.

SECTION 14: LEGAL FEES AND WAIVER

In the event of legal action brought by either party for breach of this Contract, the prevailing party shall be entitled to reimbursement of all reasonable costs, expenses and legal fees incurred. Failure to enforce the breach of any portion of this Contract by either party shall not constitute a waiver of such right in respect to same or any other breach.

SECTION 15: VENUE AND GOVERNING LAW

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in Cuyahoga County, Ohio. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Ohio without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

SECTION 16: SEVERABILITY

If any provision of this Contract shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 17: FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, acts of God, Government acts or omissions, fires, strikes, national disasters, pandemic, wars, riots, weather conditions, transportation/traffic problems and/or any other cause whatsoever beyond the reasonable control of the performing party. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

SECTION 18: PAYMENTS

As consideration for the Contractor satisfactorily performing the Scope of Services set forth in Section 4 hereof and complying with other terms of this Contract, the Recipient shall pay the Contractor pursuant to the terms set forth in Section 4.

SECTION 19: NOTICES

All notices sent pursuant to this Contract shall be sent to the following:

If to the Recipient:

If to Contractor:

Laura Kleinman
Executive Director
Senior Transportation Connection
4735 W. 150th St., Suite A
Cleveland, Ohio 44135

SECTION 20: ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties. There are no understandings or promises related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year first above written.

RECIPIENT:

By : _____
Name : _____
Title : _____
Dated : _____

CONTRACTOR:

By : _____
Name : Laura Kleinman
Title : Executive Director
Dated : _____

Exhibit A
Broadview Heights

Organization: **Broadview Heights**

Provider: **Broadview Heights**

Funder: **Broadview Heights**

Office Address: City of Broadview Heights

Phone: **(440) 526-4357** (to register)

9543 Broadview Rd

Fax: (440) 717-4004

Broadview Hts, OH 44147

Email: cityhall@broadview-heights.org

Contact: Kathy Rush-Parsson (Human Services Director): 440-526-4685

krush-parsson@broadview-heights.org

Wade Bramer: (440) 746-3104

STC Office Hours: Mon-Fri 7am-5pm

Van/Appt days and hours: Mon-Fri 8am-4pm

Cancellation procedure: **STC Policy** (before 7am day of trip)

Registration procedure: Through the BH Department of Human Services

Individual bookings: YES

Subscriptions allowed: YES

Fare: \$5.00

Of trips allowed: unlimited

Restrictions: **MEDICAL/DIALYSIS TRIPS ONLY**** ALL others through Broadview Hts.

Service area: Cuyahoga County

Exhibit B

Policy: No Shows or Late Cancellations

Purpose

To assure that the transit service is operating in the most efficient manner by correcting the action of habitual abusers during vehicle scheduling, and that no-show Passengers are located and safe.

Policy

Passengers are expected to be ready for transportation at the beginning of the 20 minute pickup window. This is usually 10 minutes before or after scheduled pickup time. Due to the uncertainty of scheduling, Passengers must remain available for pickup for the entire 20-minute period. It is important to remember that the STC vehicle is required to wait only 5 minutes for a Passenger when arriving within the 20-minute pickup window. If a driver is unable to arrive during the established pick-up window, the driver must contact Dispatch. Dispatch will contact the Passenger with a revised pick-up time.

A Passenger who is either not available, not ready, or refuses to take a scheduled trip within five (5) minutes of the driver's arrival time, will be considered a "no-show" for that trip. The driver will make reasonable attempts to contact the Passenger. Once the driver has determined the Passenger to be a "no-show", the driver will contact Dispatch. Dispatch will document the no-show using the scheduling software.

STC recognizes there may be occasions when a scheduled trip needs to be canceled. However, it is important that Passengers notify STC before 7:00 am of the scheduled day of service by calling 216-265-1489. This may allow STC to reroute the assigned vehicle to provide service to another STC Passenger. If a Passenger fails to call before 7:00 am the day of service, the Recipient will be charged the "no show" rate.

Recipient agrees to manage a warning and suspension process in a manner acceptable to the Contractor.

The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a requested time. All reasonable attempts are made to be on time; however, service delays may occur due to weather, traffic, accidents and Passenger behavior.

Exhibit C
Policy: Holidays

The STC recognizes, offices and operations are closed, for the following 9 national holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

If any of the above holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be celebrated as the holiday.

Exhibit D
Policy: Inclement Weather

Purpose:

The purpose of this policy is to establish procedures to close or cease operations of the Call Center and transportation services due to hazardous weather conditions and/or local emergency and provide continuity of essential operations during inclement weather.

STC Responsibilities:

The Executive Director is responsible for determining if transportation services can safely be provided. The STC may consult with local community's law enforcement and safety departments to determine when and if transportation services need to be suspended.

If the decision is made to close the call center and/or cease operations the STC will contact the community representative and inform them of closing. In addition the STC will contact the all riders scheduled for that day and advise them of trip cancellations. Every effort will be made to schedule the rider on another day.

All trips that are cancelled due to inclement weather will be recorded as cancelled trips due to inclement weather conditions.

All STC management staff will be required to contact the STC Executive Director once the affected providers and customers are contacted.

Recipient Responsibility:

The Recipient shall notify STC at 216-265-1489 if a decision is made to close either City Services, the local community/senior center, or the Recipient's specific programming, due to inclement weather.

Individuals may need to contact the call center to cancel specific rides during inclement weather.

Request for Council Authorization to Purchase Form

Description of Item or Service	Medical Transportation
Vendor	Senior Transportation Connection (STC)
Dates of Contract	01/01/2026 until 12/31/2026
Contract or Purchase Price	\$65,000.00
If over \$77,250 - Was purchase competitively bid	
If under \$77,250 Were Multiple Quotes Obtained	No
If no, state reason	STC is the only provider available
State Contract or Other Purchasing Consortium Contract Number	
If yes, list other pricing or attach separate sheet:	<hr/>

I hereby certify, that to the best of my knowledge the above information is true, accurate, and complete.

Kathleen Rush-Parsson 12/30/2025
Signature: **Date:**

For Finance Department Usage:	
Account Number	Amount
100.7732.52799 Human Services Miscellaneous	\$65,000.00
I hereby certify there are sufficient funds lawfully appropriated for the proposed expenditure and the funds are in the treasury or in the proper fund, free from any previous encumbrances.	
<i>David A. Pfaff</i>	12/30/2025
Finance Director:	Date:
Notes:	



**CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2026-04**

INTRODUCED BY: MAYOR ALAI AND THE ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE
CITY OF BROADVIEW HEIGHTS AND CONFITREK, INC. FOR TRAINING COMPLIANCE
SOFTWARE IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY**

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement between the City of Broadview Heights and ConfiTrek, Inc. for training compliance software in the City of Broadview Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and ConfiTrek, Inc. for training compliance software in the City of Broadview Heights as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this _____ day of _____, 202

Robert Boldt, President of Council

Samuel J. Alai, Mayor Date

Attest: Robin Parsons, Clerk of Council Date

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this November 12, 2025 Financial terms to commence on December 1, 2025 and will terminate as defined in the section TERM OF AGREEMENT.

Client
Broadview Heights Police Department
9543 Broadview Rd
Broadview Heights, OH 44147
(the "Client")

Vendor
ConfiTrek, Inc.
100 Lake St, Excelsior, MN 55331
(the "Vendor")

BACKGROUND

- A. Client is of the opinion that the Vendor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Vendor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Vendor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Vendor to provide the Client with the following services (the "Services"):
 - Provide online access (99% uptime) to Vendor's Training Compliance Software
2. Services will also include any other tasks which the Parties may agree on. The Vendor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. Term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non- defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Vendor will end upon the termination of this Agreement.

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PERFORMANCE

- 8. Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
- 9. Client is responsible for the implementation of Vendor's Training Compliance Software. Client is responsible for processes of Client that result in defective or incomplete compliance with standards and certifications required to complete the training.
- 10. Client will include a provision for the certification to Client and Vendor by its personnel who take the training that they completed each course for which they seek credit.

CURRENCY

- 11. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

- 12. The Vendor will charge the Client for the Services at the rate defined in the Vendor's annual invoice (the "Compensation"). The Compensation is not refundable with any type of termination.
- 13. The Client will be invoiced annually, and the Compensation is subject to change with future invoices.
- 14. Invoices submitted by the Vendor to the Client are due upon receipt.
- 15. The Vendor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.
- 16. The Client will remit payment to Vendor at this address:

CONFITREK INC.
100 Lake Street Excelsior, MN 55331

PENALTIES FOR LATE PAYMENT

- 17. Any payments not received by Vendor after 45 calendar days of invoice date will trigger a fee of 5.00% per month on the amount still owing.
- 18. If payments are not received in full after 60 calendar days of the invoice date, the Vendor will revoke the Client's access to the Services.

CONFIDENTIALITY

- 19. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client or classified as protected, not public, nonpublic, private, or confidential by law, including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 20. The Vendor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Vendor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- 21. All written and oral information and material disclosed or provided by the Client to the Vendor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Vendor.

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OWNERSHIP OF INTELLECTUAL PROPERTY

22. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Vendor. The Client is granted a non-exclusive limited use of this Intellectual Property.
23. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Vendor.

RETURN OF PROPERTY

24. Upon the expiration or termination of this Agreement, the Vendor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY /INDEPENDENT CONTRACTOR

25. In providing the Services under this Agreement it is expressly agreed that the Vendor is acting as an independent contractor and not as an employee. Vendor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Vendor during the Term. The Vendor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Vendor under this Agreement.

RIGHT OF SUBSTITUTION

26. Except as otherwise provided in this Agreement, the Vendor may, at the Vendor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Vendor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
27. If the Vendor hires a sub-contractor, the Vendor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Vendor.
28. For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Vendor.

AUTONOMY

29. Except as otherwise provided in this Agreement, the Vendor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. Vendor will work autonomously and not at the direction of the Client. However, the Vendor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

30. Except as otherwise provided in this Agreement, the Vendor will provide at the Vendor's own expense, any and all tools, machinery, equipment, raw materials, supplies, work wear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

31. Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services like the Services.

NOTICE

32. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the addresses listed at beginning of this document for "Client" and "Vendor", or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited. with an overnight courier.

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INDEMNIFICATION

~~33. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any material breach of any of the terms of the Agreement or any negligent or wrongful act or omission or willful misconduct of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.~~

ADDITIONAL CLAUSES

34. Please see general SaaS Term of Services Agreement within the ConfiTrek Application. By signing this document, the Client is agreeing to those in addition to the information contained within this section of the document:

- NO OTHER ADDITIONAL CLAUSES.

MODIFICATION OF AGREEMENT

35. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

36. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

37. The Vendor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

38. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

SUCCESSORS AND ASSIGNS

39. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

41. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW, JURISDICTION AND VENUE

42. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

SEVERABILITY

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43. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

44. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this November 12, 2025.

Per Police Chief

(sign & date)

Other Responsible Party

(sign & date)

ConfiTrek Inc.



(sign & date)

11/12/2025

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INVOICE 1310

ConfiTrek

100 Lake St
Excelsior, MN 55331
(612) 720-1547

Broadview Heights Police Department

Invoice #: 1310
Reference: 3/1/26 -
2/28/27
Invoice Date: 11/12/2025
Due Date: 3/1/2026

Description	Quantity	Price	Amount
ConfiTrek Blue - Officer	34.00	\$60.00 /Each	\$2,040.00
ConfiTrek Blue - Support	1.00	\$200.00 /Each	\$200.00

One time Training and Onboarding Fee

Notes

- Our current W9 as well as optional ACH payment instructions are attached. - While we prefer ACH payment, we also accept checks. - Should you have a question on your invoice, simply reply to this notice.

Subtotal: \$2,240.00
GOVT Tax Exempt Sales Tax - 0%: \$0.00
Total: \$2,240.00
BALANCE DUE: **\$2,240.00**

Request for Council Authorization to Purchase Form

Description of Item or Service	training compliance software
Vendor	ConfiTrek
Dates of Contract	3-1-26 - 2-28-27 <i>Note: Per contract - No end date.</i>
Contract or Purchase Price	\$2,240.00
If over \$77,250 - Was purchase competitively bid	
If under \$77,250 Were Multiple Quotes Obtained	yes
If no, state reason	
State Contract or Other Purchasing Consortium Contract Number	
If yes, list other pricing or attach separate sheet:	

I hereby certify, that to the best of my knowledge the above information is true, accurate, and complete.

DP
 Don Polick Date: 12-30-25

For Finance Department Usage:	
Account Number	Amount
<i>100.1110.52201</i> <i>Education & Training</i>	<i>\$2,240-</i>
I hereby certify there are sufficient funds lawfully appropriated for the proposed expenditure and the funds are in the treasury or in the proper fund, free from any previous encumbrances.	
<i>[Signature]</i>	<i>1/9/2026</i>
Finance Director:	Date:
Notes: <i>Note: No set pricing in agreement, nor any limit to total spend. Therefore actual amount spent may exceed initial amount certified. Purchase</i>	

Orders will be issued to certify any amounts for 2026 above initial estimate and in future years.



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-752981-46009CS

Issued: 12/18/2025

Quote Expiration: 01/31/2026

Estimated Contract Start Date: 04/01/2026

Account Number: 466029

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Broadview Heights Police Dept - OH 9543 Broadview Rd Broadview Heights, OH 44147-2300 USA	Broadview Heights Police Dept - OH 9543 Broadview Rd Broadview Heights OH 44147-2300 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chandler Smith Phone: 480 - 716 - 7245 Email: chasmith@axon.com Fax:	Jeff Solomon Phone: 4405265401 Email: jsolomon@broadviewheightspd.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$488,388.70
ESTIMATED TOTAL W/ TAX	\$488,388.70

Discount Summary

Average Savings Per Year	\$32,118.09
TOTAL SAVINGS	\$160,590.45

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$97,677.74	\$0.00	\$97,677.74
Feb 2027	\$97,677.74	\$0.00	\$97,677.74
Feb 2028	\$97,677.74	\$0.00	\$97,677.74
Feb 2029	\$97,677.74	\$0.00	\$97,677.74
Feb 2030	\$97,677.74	\$0.00	\$97,677.74
Total	\$488,388.70	\$0.00	\$488,388.70

Quote Unbundled Price: \$648,961.70
 Quote List Price: \$521,651.90
 Quote Subtotal: \$488,388.70

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUnTAP	BWC Unlimited with TAP	33	60	\$145.62	\$102.91	\$99.82	\$197,643.60	\$0.00	\$197,643.60
Fleet3A	Fleet 3 Advanced	13	60	\$313.70	\$258.90	\$227.83	\$177,707.40	\$0.00	\$177,707.40
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	5			\$1,638.90	\$1,638.90	\$8,194.50	\$0.00	\$8,194.50
H00001	AB4 Camera Bundle	33			\$899.00	\$899.00	\$29,667.00	\$0.00	\$29,667.00
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	220	60		\$0.81	\$0.79	\$10,478.60	\$0.00	\$10,478.60
73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	33	60		\$5.42	\$5.42	\$10,731.60	\$0.00	\$10,731.60
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	60		\$10.85	\$10.85	\$21,483.00	\$0.00	\$21,483.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	33	60		\$10.85	\$10.85	\$21,483.00	\$0.00	\$21,483.00
A la Carte Services									
99901	AXON ACCELERATE CONFERENCE REGISTRATION	3			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
102526	PSO 1-DAY ONSITE TRAINING	1			\$8,000.00	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00
Total							\$488,388.70	\$0.00	\$488,388.70

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	33	1	03/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	37	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	37	1	03/01/2026
AB4 Camera Bundle	74028	AXON BODY - IMOUNT - WING CLIP RAPIDLOCK	37	1	03/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	1	03/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	03/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	03/01/2026
Fleet 3 Advanced	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	13	1	03/01/2026
Fleet 3 Advanced	101924	AXON FLEET - TAOGAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	13	1	03/01/2026
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	13	1	03/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	1	03/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	34	1	09/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5	1	09/01/2028
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	34	1	03/01/2031
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	5	1	03/01/2031
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	13	1	03/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	33	04/01/2026	03/31/2031
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	33	04/01/2026	03/31/2031
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	04/01/2026	03/31/2031
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	04/01/2026	03/31/2031
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	04/01/2026	03/31/2031
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	04/01/2026	03/31/2031
A la Carte	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	33	04/01/2026	03/31/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	33	04/01/2026	03/31/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	04/01/2026	03/31/2031
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	220	04/01/2026	03/31/2031

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	13
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	13
A la Carte	102526	PSO 1-DAY ONSITE TRAINING	1
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	1	03/01/2027	03/31/2031
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	33	03/01/2027	03/31/2031
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	03/01/2027	03/31/2031
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	03/01/2027	03/31/2031
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	03/01/2027	03/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	9543 Broadview Rd	Broadview Heights	OH	44147-2300	USA

Payment Details

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	102526	PSO 1-DAY ONSITE TRAINING	1	\$1,600.00	\$0.00	\$1,600.00
Year 1	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	33	\$2,146.32	\$0.00	\$2,146.32
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	33	\$4,296.60	\$0.00	\$4,296.60
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	\$4,296.60	\$0.00	\$4,296.60
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	220	\$2,095.72	\$0.00	\$2,095.72
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00	\$600.00
Year 1	99901	AXON ACCELERATE CONFERENCE REGISTRATION	3	\$0.00	\$0.00	\$0.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	33	\$39,528.70	\$0.00	\$39,528.70
Year 1	Fleet3A	Fleet 3 Advanced	13	\$35,541.50	\$0.00	\$35,541.50
Year 1	H00001	AB4 Camera Bundle	33	\$5,933.40	\$0.00	\$5,933.40
Year 1	H00002	AB4 Multi Bay Dock Bundle	5	\$1,638.90	\$0.00	\$1,638.90
Total				\$97,677.74	\$0.00	\$97,677.74

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	102526	PSO 1-DAY ONSITE TRAINING	1	\$1,600.00	\$0.00	\$1,600.00
Year 2	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	33	\$2,146.32	\$0.00	\$2,146.32
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	33	\$4,296.60	\$0.00	\$4,296.60
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	\$4,296.60	\$0.00	\$4,296.60
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	220	\$2,095.72	\$0.00	\$2,095.72
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00	\$600.00
Year 2	99901	AXON ACCELERATE CONFERENCE REGISTRATION	3	\$0.00	\$0.00	\$0.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	33	\$39,528.70	\$0.00	\$39,528.70
Year 2	Fleet3A	Fleet 3 Advanced	13	\$35,541.50	\$0.00	\$35,541.50
Year 2	H00001	AB4 Camera Bundle	33	\$5,933.40	\$0.00	\$5,933.40
Year 2	H00002	AB4 Multi Bay Dock Bundle	5	\$1,638.90	\$0.00	\$1,638.90
Total				\$97,677.74	\$0.00	\$97,677.74

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	102526	PSO 1-DAY ONSITE TRAINING	1	\$1,600.00	\$0.00	\$1,600.00
Year 3	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	33	\$2,146.32	\$0.00	\$2,146.32
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	33	\$4,296.60	\$0.00	\$4,296.60
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	\$4,296.60	\$0.00	\$4,296.60
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	220	\$2,095.72	\$0.00	\$2,095.72
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00	\$600.00
Year 3	99901	AXON ACCELERATE CONFERENCE REGISTRATION	3	\$0.00	\$0.00	\$0.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	33	\$39,528.70	\$0.00	\$39,528.70
Year 3	Fleet3A	Fleet 3 Advanced	13	\$35,541.50	\$0.00	\$35,541.50

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	H00001	AB4 Camera Bundle	33	\$5,933.40	\$0.00	\$5,933.40
Year 3	H00002	AB4 Multi Bay Dock Bundle	5	\$1,638.90	\$0.00	\$1,638.90
Total				\$97,677.74	\$0.00	\$97,677.74

Feb 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	102526	PSO 1-DAY ONSITE TRAINING	1	\$1,600.00	\$0.00	\$1,600.00
Year 4	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	33	\$2,146.32	\$0.00	\$2,146.32
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	33	\$4,296.60	\$0.00	\$4,296.60
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	\$4,296.60	\$0.00	\$4,296.60
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	220	\$2,095.72	\$0.00	\$2,095.72
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00	\$600.00
Year 4	99901	AXON ACCELERATE CONFERENCE REGISTRATION	3	\$0.00	\$0.00	\$0.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	33	\$39,528.70	\$0.00	\$39,528.70
Year 4	Fleet3A	Fleet 3 Advanced	13	\$35,541.50	\$0.00	\$35,541.50
Year 4	H00001	AB4 Camera Bundle	33	\$5,933.40	\$0.00	\$5,933.40
Year 4	H00002	AB4 Multi Bay Dock Bundle	5	\$1,638.90	\$0.00	\$1,638.90
Total				\$97,677.74	\$0.00	\$97,677.74

Feb 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	102526	PSO 1-DAY ONSITE TRAINING	1	\$1,600.00	\$0.00	\$1,600.00
Year 5	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	33	\$2,146.32	\$0.00	\$2,146.32
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	33	\$4,296.60	\$0.00	\$4,296.60
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	\$4,296.60	\$0.00	\$4,296.60
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	220	\$2,095.72	\$0.00	\$2,095.72
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$600.00	\$0.00	\$600.00
Year 5	99901	AXON ACCELERATE CONFERENCE REGISTRATION	3	\$0.00	\$0.00	\$0.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	33	\$39,528.70	\$0.00	\$39,528.70
Year 5	Fleet3A	Fleet 3 Advanced	13	\$35,541.50	\$0.00	\$35,541.50
Year 5	H00001	AB4 Camera Bundle	33	\$5,933.40	\$0.00	\$5,933.40
Year 5	H00002	AB4 Multi Bay Dock Bundle	5	\$1,638.90	\$0.00	\$1,638.90
Total				\$97,677.74	\$0.00	\$97,677.74

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/18/2025



Request for Council Authorization to Purchase Form

Description of Item or Service	dashcams and bodycams
Vendor	Axon
Dates of Contract	60 months for date of purchase
Contract or Purchase Price	\$488,388.70
If over \$77,250 - Was purchase competitively bid	no
If under \$77,250 Were Multiple Quotes Obtained	
If no, state reason	no comparable vendor with this package
State Contract or Other Purchasing Consortium Contract Number	
If yes, list other pricing or attach separate sheet:	

I hereby certify, that to the best of my knowledge the above information is true, accurate, and complete.

Don Polick
Don Polick Date: 12-30-25

For Finance Department Usage:	
Account Number	Amount
100.1110.52318 Police Service Contracts	\$ 97,677.74
I hereby certify there are sufficient funds lawfully appropriated for the proposed expenditure and the funds are in the treasury or in the proper fund, free from any previous encumbrances.	
<i>Don Polick</i> Finance Director:	1/9/2026 Date:
Notes: Amount certified is amount due in 2026, remaining year will be certified with PO after appropriation Ordinance is approved.	



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-752992-46020CS

Issued: 12/29/2025

Quote Expiration: 01/16/2026

Estimated Contract Start Date: 04/01/2026

Account Number: 466029

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Broadview Heights Police Dept - OH 9543 Broadview Rd Broadview Heights, OH 44147-2300 USA	Broadview Heights Police Dept - OH 9543 Broadview Rd Broadview Heights OH 44147-2300 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chandler Smith Phone: 480 - 716 - 7245 Email: chasmith@axon.com Fax:	Jeff Solomon Phone: 4405265401 Email: jsolomon@broadviewheightspd.org Fax:

Quote Summary

Program Length	47 Months
TOTAL COST	\$37,549.71
ESTIMATED TOTAL W/ TAX	\$37,549.71

Discount Summary

Average Savings Per Year	\$8,873.02
TOTAL SAVINGS	\$34,752.68

Payment Summary

Date	Subtotal	Tax	Total
Mar 2026	\$9,387.42	\$0.00	\$9,387.42
Feb 2027	\$9,387.43	\$0.00	\$9,387.43
Feb 2028	\$9,387.43	\$0.00	\$9,387.43
Feb 2029	\$9,387.43	\$0.00	\$9,387.43
Total	\$37,549.71	\$0.00	\$37,549.71

Quote Unbundled Price: \$72,307.62
 Quote List Price: \$39,519.48
 Quote Subtotal: \$37,549.71

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
V00023	FULL VR PLAN	33	47	\$46.62	\$25.48	\$24.21	\$37,549.71	\$0.00	\$37,549.71
Total							\$37,549.71	\$0.00	\$37,549.71

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
FULL VR PLAN	100122	AXON VR - HEADSET - BATTERY	1	1	03/01/2026
FULL VR PLAN	100126	AXON VR - TACTICAL BAG	2	1	03/01/2026
FULL VR PLAN	100748	AXON VR - CONTROLLER - TASER 10	2	1	03/01/2026
FULL VR PLAN	100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	2	1	03/01/2026
FULL VR PLAN	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	03/01/2026
FULL VR PLAN	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	3	1	03/01/2026
FULL VR PLAN	101294	AXON VR - TABLET	2	1	03/01/2026
FULL VR PLAN	101300	AXON VR - TABLET CASE	2	1	03/01/2026
FULL VR PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	03/01/2026
FULL VR PLAN	102389	AXON VR - MULTI-USER ROOM MARKER	2	1	03/01/2026
FULL VR PLAN	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	09/01/2028
FULL VR PLAN	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	2	1	09/01/2028
FULL VR PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	2	1	09/01/2028
FULL VR PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	09/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
FULL VR PLAN	20370	AXON VR - USER ACCESS - FULL VR	33	04/01/2026	02/28/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
FULL VR PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	2	03/01/2027	02/28/2030
FULL VR PLAN	100213	AXON VR - EXT WARRANTY - TABLET	2	03/01/2027	02/28/2030
FULL VR PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	2	03/01/2027	02/28/2030
FULL VR PLAN	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	03/01/2027	02/28/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	9543 Broadview Rd	Broadview Heights	OH	44147-2300	USA

Payment Details

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	V00023	FULL VR PLAN	33	\$9,387.42	\$0.00	\$9,387.42
Total				\$9,387.42	\$0.00	\$9,387.42

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	V00023	FULL VR PLAN	33	\$9,387.43	\$0.00	\$9,387.43
Total				\$9,387.43	\$0.00	\$9,387.43

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	V00023	FULL VR PLAN	33	\$9,387.43	\$0.00	\$9,387.43
Total				\$9,387.43	\$0.00	\$9,387.43

Feb 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	V00023	FULL VR PLAN	33	\$9,387.43	\$0.00	\$9,387.43
Total				\$9,387.43	\$0.00	\$9,387.43

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/29/2025



Page 6

Q-752992-46020CS

Request for Council Authorization to Purchase Form

Description of Item or Service	VR trainer
Vendor	Axon
Dates of Contract	47 months for date of purchase
Contract or Purchase Price	\$37,549.71
If over \$77,250 - Was purchase competitively bid	
If under \$77,250 Were Multiple Quotes Obtained	no
If no, state reason	no comparable vendor with this package
State Contract or Other Purchasing Consortium Contract Number	
If yes, list other pricing or attach separate sheet:	<hr/>

I hereby certify, that to the best of my knowledge the above information is true, accurate, and complete.

Don Polick
Don Polick **Date: 12-30-25**

For Finance Department Usage:	
Account Number	Amount
<i>100.1110.52318</i>	<i>\$9,387.42</i>
<i>Police Service Contracts</i>	
I hereby certify there are sufficient funds lawfully appropriated for the proposed expenditure and the funds are in the treasury or in the proper fund, free from any previous encumbrances.	
<i>[Signature]</i>	<i>1/9/2026</i>
Finance Director:	Date:
Notes: <i>Amount certified is amount due in 2026, remaining funds will be certified each year with PO after Appropriation Ordinance is passed.</i>	

**Memorandum of Understanding Between
The Parma Police Department, the Parma Heights Police Department,
the Brooklyn Police Department, the Seven Hills Police Department, the North Royalton
Police Department, the Brooklyn Heights Police Department, and the Broadview Heights
Police Department**

This Memorandum of Understanding (MOU) establishes a Sharing of Services Agreement between and among the following Agencies: the Parma Police Department (PPD), the Parma Heights Police Department (PHPD), the Brooklyn Police Department (BPD), the Seven Hills Police Department (SHPD) the North Royalton Police Department (NRPD), the Brooklyn Heights Police Department (BHPD) and the Broadview Heights Police Department (BHPD).

1. MISSION

The goal of this MOU is for the PPD to provide the PHPD, BPD, SHPD, NRPD, BHPD (Broadview), and BHPD (Brooklyn Heights) with forensic assistance, expertise, and other specialized services when these agencies need to unlock cellphones or other electronic devices for purposes of downloading and analyzing data for law enforcement investigative purposes.

The goal of the PPD is to share the expense of its annual contracts with GrayKey and Cellebrite with these Agencies. The GrayKey contract provides PPD with hardware and software programs primarily used to open the codes on locked Apple devices when the password is not known. The Cellebrite contract provides hardware and software programs to open the codes on locked Android devices and other non-Apple devices when the password is not known. Once the device is opened, the company's software permits the phone's data to be downloaded and analyzed for law enforcement investigative purposes.

PPD has officers who have been trained and certified to operate these hardware and software programs.

The PHPD, BPD, SHPD, NRPD, BHPD and BHPD all need to access this forgoing technology and services of the certified analysts.

The benefit of this MOU to all the foregoing Agencies is that these agencies will have access to the forgoing technology at a reduced expense. Further these Agencies do not need to send their officers for training and certification.

2. PURPOSE AND SCOPE.

Together, the Agencies enter into this Memorandum of Understanding to mutually promote this shared service. Accordingly, the PPD, PHPD, BPD, SHPD, NRPD, BHPD and BHPD operating under this MOU agree as follows:

The PPD will provide the PHPD, BPD, SHPD, NRPD, BHPD and BHPD with forensic assistance, expertise, and other specialized services when these agencies need to unlock

cellphones or other electronic devices for purposes of downloading and analyzing data for law enforcement investigative purposes.

The citizens of northeast Ohio including Parma, Parma Heights, Brooklyn, Seven Hills, North Royalton, Brooklyn Heights and Broadview Heights will immediately benefit from this MOU as each agency will be able to provide enhanced forensic investigative services at a reduced expense.

Each Agency will pay the sum of \$4,500 per year to the City of Parma to utilize the services of the PPD's officers that have been trained and certified to operate GrayKey and Cellebrite hardware and software programs. The Agency's annual payment is for the term of the then existing contact between PPD and GrayKey and Cellebrite.

Each police department will follow the procedures set forth by the PPD when utilizing the PPD's services including but not limited to obtaining the necessary court orders authorizing the search of the cellphone or other electronic device.

There is no limit to the number of devices each agency may submit to the PPD. Further, each Agency will use its best judgment to determine which investigative matters require the forensic analysis of a cell phone or other electronic device

Whenever the PPD officer is providing forensic services for another police agency he/she will remain under the lawful direction and authority of the commanding law enforcement officer of the PPD. Further, the PPD officer shall be subject to the code of ethics, policies, and rules and regulations of the PPD.

3. RESPONSIBILITIES.

Each agency will appoint a person(s) to serve as the point of contact who will coordinate activities of each agency under this MOU. When an agency needs the forensic services of the PPD, that agency's appointee shall contact the PPD's appointee to initiate this process

The Agencies appointees are:

Parma PD	Deputy Chief Kevin Riley	440.887-7344
Parma Hts. PD	Chief Steve Greene	440-884-1234
Brooklyn PD	Chief Scott Mielke	216.749.1234
Seven Hills PD	Chief Mike Salloum	216.524.4421
North Royalton PD	Lt. Jim Cutler	440.582.6216 (2203)
Brooklyn Heights PD	Chief Chris Leahy	216.741.1327

Broadview Heights PD Chief Don Polick 440-526-5401

4. TERMS OF UNDERSTANDING.

The term of this MOU is for a period of one (1) year from the effective date of this agreement and may be automatically renewed without further action by either party. It should be reviewed at least annually on the anniversary of the effective date to ensure that it is fulfilling its purpose and to make any necessary revisions. The effective date is the date that an Agency representative (other than PPD) signs the MOU.

Any party may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

5. AUTHORIZATION

The signing of this MOU is not a formal undertaking, it implies that the agencies will strive to reach to the best of their ability, the objectives stated in the MOU.

PARMA POLICE DEPARTMENT:

Kevin Riley, Deputy Chief of Police DATE
5555 Powers Blvd.
Parma, Ohio 44129
440.887.7344

BROADVIEW HEIGHTS POLICE DEPARTMENT

Don Polick, Chief of Police DATE
9543 Broadview Rd.
Broadview Heights, Ohio 44147
44-526-5401

BROOKLYN POLICE DEPARTMENT:

Scott Mielke, Chief of Police DATE
7619 Memphis Avenue
Brooklyn, Ohio 44144
216.749.1234

BROOKLYN HEIGHTS POLICE DEPARTMENT

Chris Leahy, Chief of Police
345 Tuxedo Ave.
Brooklyn Heights, Ohio 44131
216-741-1327

DATE

NORTH ROYALTON POLICE DEPARTMENT

Keith Tarase, Chief of Police
14000 Bennett Rd.
North Royalton, Ohio 44133
440.582.6216 (2203)

DATE

PARMA HEIGHTS POLICE DEPARTMENT:

Steve Greene, Chief of Police
6184 Pearl Road
Parma Heights, Ohio 44130
440.481.3090

DATE

SEVEN HILLS POLICE DEPARTMENT

Michael Salloum, Chief of Police
7325 Summitview Drive
Seven Hills, 44131
216.524.4421

DATE

City of Parma Police Department 5555 Powers Blvd Parma, Ohio 44129-5462 Phone 440-887-7300; Fax 440-887-7380	INVOICE #BHPD-2025
	INVOICE DATE: DECEMBER 1, 2025

TO: Broadview Heights Police Department 9543 Broadview Rd. Broadview Heights, Ohio 44147	FOR: Shared Costs for Mobile Forensics including contracts with GrayKey and Cellebrite from October 2025 to October 2026
--	--

DESCRIPTION	HOURS	RATE	AMOUNT (USD)
Shared costs for Mobile Forensics including contractual services with GrayKey and Cellebrite from October 2025 to October 2026			\$4,500.00
TOTAL			\$4,500.00

Make all checks payable to **City of Parma Police Department**
 Payment is due: **As soon as practicable, preferably within 60 days**
 If you have any questions concerning this invoice, contact Captain Thomas Siedlecki at 440-887-7329

Request for Council Authorization to Purchase Form

Description of Item or Service	cell phone forensics
Vendor	Parma PD
Dates of Contract	Oct 2025 - Oct 2026
Contract or Purchase Price	\$4,500.00
If over \$77,250 - Was purchase competitively bid	
If under \$77,250 Were Multiple Quotes Obtained	no
If no, state reason	contract renewal
State Contract or Other Purchasing Consortium Contract Number	
If yes, list other pricing or attach separate sheet:	

I hereby certify, that to the best of my knowledge the above information is true, accurate, and complete.

DPD
 Don Polick Date: 12-30-25

For Finance Department Usage:	
Account Number	Amount
100.1110.52318 <i>Police Service Contract</i>	#4,500-
I hereby certify there are sufficient funds lawfully appropriated for the proposed expenditure and the funds are in the treasury or in the proper fund, free from any previous encumbrances.	
<i>Wahy</i>	1/9/2026
Finance Director:	Date:
Notes:	

CONTRACT
UNIVERSITY HOSPITALS OF CLEVELAND
SERVICES AGREEMENT

THIS AGREEMENT, entered into on **October 1, 2025**, by and between: UNIVERSITY HOSPITALS OF CLEVELAND, Cleveland, Ohio (hereinafter referred to as the 'UHC') and the city of **Broadview Heights** and its Police Department (hereinafter referred to as the 'subgrantee'), WITNESSETH:

WHEREAS, the UHC has received the Cuyahoga County OVI Task Force grant **OVI-2026-University Hospitals Clev-00008** from the Ohio Department of Public Safety (ODPS) and is desirous of engaging the contract agency to provide targeted enforcement activity in completion of the aforementioned grant.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUBGRANTEE

Targeted enforcement by sworn law enforcement officers done at approved problem sites in accordance with all applicable laws and grant terms. Targeted enforcement will be conducted in support of the Cuyahoga County OVI Task Force project goals, which are to decrease the incidence of OVI violations, decrease crashes where alcohol is a contributing factor, increase enforcement of OVI laws, enforce Ohio's occupant protection laws at sobriety checkpoints and saturation patrols with a zero-tolerance policy for non-compliance, participate in state and national mobilizations, use the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Cuyahoga County and decrease incidence in Cuyahoga County of the following: fatal crashes, alcohol-related fatal crashes, alcohol-related motorcycle crashes. In addition:

- a.) **Law Enforcement Reports:** In months that the subgrantee conducts grant-related activity, the subgrantee will report traffic enforcement activity on the Cuyahoga County OVI Task Force Report Form and/or OVI Checkpoint Activity Form and financial claim information on the Invoice Form. Monthly activity reports shall be submitted to the UHC by the 10th day of the following month. Reports must be submitted electronically (no paper forms) via e-mail. Reporting must be submitted electronically using the forms provided by the UHC via email or flash drive (subgrantee preference) to the subgrantee representative(s). Justification for sites selected for enforcement activity should be documented and maintained as a part of the subgrantee's file for this Agreement.
- b.) **Training Certification:** The subgrantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following types(s) of training, as appropriate:
 - Speed-related Traffic Enforcement -- Proper Use of Speed Detection Equipment Training
 - Sobriety Checkpoints/Alcohol-related Traffic Enforcement --SFST Training and Sobriety Checkpoint Training: training in standard procedures and operations associated with staffing and staging low manpower OVI checkpoints and saturation patrols.
- c.) **Enforcement Hours Eligibility:** Direct labor hours expended in traffic safety enforcement programs must be over and above the normal active pay status workweek as defined in the subgrantee's work rules or contracts. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.
- d.) **Safety Belt Policy:** Subgrantee must have a policy statement requiring employees to wear safety belts. All personnel working under this contract must wear safety belts. Subgrantee must agree to conduct zero-tolerance enforcement of Ohio's occupant restraint laws.
- e.) **Enforcing Safety Belt Laws:** Subgrantee will enforce all safety belt and child passenger safety (CPS) laws on all traffic stops made under this grant.
- f.) **Pursuit Policy:** Subgrantee must have a policy statement regarding the guidelines for making decisions with regard to vehicular pursuit in accordance with NHTSA and IACP recommendations.

g.) Fatal Crash Data Review Committee: Subgrantee must provide crash reports in which there was a fatality to the UHC within 30 days of a fatal crash. Subgrantee must agree to participate in the Fatal Crash Review Committee to review fatal crash reports to determine patterns or trends that can aid in developing future traffic safety countermeasures.

h.) Required Activity: All agencies receiving federal funding for overtime enforcement are required to participate in and report by the required deadlines on the "Click It or Ticket" (CIOT) mobilization and the Labor Day Alcohol mobilization. Scheduled dates for the mobilizations are:

Click It or Ticket: 5/18-5/31

Alcohol Mobilization: 8/14-9/7

**These dates are subject to change according to Federal requirements.

II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed **\$5,000.00** for all services performed under this Agreement. To be eligible for reimbursement, subgrantee will complete and submit an invoice detailing name and rank of officer working the overtime activity, date, time and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Subgrantee will provide a detail of citations issued and arrests made during overtime activity using a form provided by the UHC. Reimbursement will only be made for actual costs incurred in support of the project. Reimbursement will not be made for activity that is considered supplanting, including: (a.) replacing routine and/or existing expenditures with the use of Federal grant funds and/or (b.) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of the subgrantee. All payments under this Agreement shall be subject to recovery by the ODPS or other Federal or state governmental agencies in the event not deemed not to comply with any applicable requirements.

This agreement is to be funded under the federal grant program that begins **October 1, 2025**. Funding of this Agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation and the Ohio Department of Public Safety for **FFY2026**. Should any change in federal or State of Ohio funding adversely affect the UHC's ability to implement an approved agreement, the UHC reserves the right to revise or terminate any approved contract in writing without liability.

For additional information regarding the termination of an approved FFY2022 agreement, refer to section VIII of this Agreement.

The UHC reserves the right to limit agreement amounts at any time based on performance and/or available funding.

III. DELIVERY OF SERVICES

The subgrantee will complete all work no later than **September 30, 2026**

Performance reports will be required on a monthly as-worked basis. Performance reports shall include brief information on (1) detailed cost/billing information completed on the *Invoice Form*; (2) *Cuyahoga County OVI Task Force Report Form* and/or the *OVI Checkpoint Activity Form*.

The Subgrantee may not secure a patent or copyright in the United States or any other country for any product resulting from this Agreement.

IV. SUBCONTRACTORS

The subgrantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on this project without prior approval from the UHC.

The Subgrantee warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Subgrantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Subgrantee shall maintain all records pertaining to this contract for a minimum of three (3) years and pursuant to the requirements of the Ohio Department of Public Safety. This Agreement provides the right of any authorized representative of the federal or state

government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of three (3) years after the completion of this contract.

Subgrantee shall obtain and retain in force worker's compensation and proof of liability insurance for its employees and autos operated by them for and during their employment. Certification of Insurance will be provided to the UHC before the start of this contract.

VI. ASSURANCE REGARDING PARENT CONTRACT

The provisions of this agreement include all of the conditions and assurances of the parent agreement **OVI-2026-University Hospitals Clev-00008** dated **October 1, 2025** between the Ohio Department of Public Safety and the UHC and the additional subgrantee provisions which are attached hereto as an appendix, and compliance with all applicable laws, all of which are incorporated as if fully set forth herein.

VII. SANCTIONS FOR NON-COMPLIANCE

Should Subgrantee fail to fulfill any of its contractual duties in a timely manner, the UHC shall notify subgrantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Subgrantee shall have 30 days to resolve such deficiencies, unless otherwise stated by UHC.

If a dispute over the terms of this Agreement arises, such dispute shall be resolved in the manner set out by the policies of the Ohio Department of Public Safety.

VIII. TERMINATION

Either party may terminate **FOR CAUSE** with 30 days prior written notice. Subgrantee understands the nature of work to be conducted under this Agreement and, in view of the time restrictions imposed by the Ohio Department of Public Safety; the work must be completed in a timely manner. Therefore, Subgrantee agrees that if it is the terminating party, it shall provide all necessary information, at no additional cost, to the subsequent party fulfilling the duties set forth in this agreement.

Should this Agreement be terminated with cause by the UHC, said UHC will be financially obligated only for those services rendered prior to the termination of this Agreement. In the event this Agreement is terminated due to lack of governmental funding, UHC shall have no liability of any kind to subgrantee.

XI. DISCLAIMER

This agreement disclaims the Ohio Traffic Safety Office, Ohio Department of Public Safety, UHC, and University Hospitals Health System, and their affiliates, officers, directors and employees (Collectively "UHHS") and the Federal government from liability of any kind, including, but not limited to, Workers' Compensation, FICA, unemployment compensation, or any other obligation or payment of an employer/employee relationship between the Subgrantee and its employees.

This Agreement disclaims the Ohio Traffic Safety Office, the Ohio Department of Public Safety, the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration), and UHHS from harm from suits, actions or claims resulting from negligence, acts or omissions by the Subgrantee.

X. ADDITIONAL TERMS

Subgrantee shall comply with all federal, state, county, township and local government statutes, laws, regulations, ordinances and resolutions.

During the term of this agreement, the Subgrantee for itself, its assignees, and successors in interest, agrees to comply with the following regulations including any amendments thereto and all other applicable requirements as if fully set forth herein:

- A. Nondiscrimination requirements in federally assisted programs of the U.S. Department of Transportation, Title 49 Code of Federal Regulations.
- B. Minority Business Enterprise and Women's Business Enterprise subcontracting requirements as set forth by Title 49, Code of Federal Regulations.
- C. Rehabilitation Act of 1973 and Title VII of 49 Code of Federal Regulations.

- D. Equal Opportunity requirements set forth by Title 41 Code of Federal Regulations and Executive Order 11246.
- E. Labor Relations requirements set forth in sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5).
- F. Energy Policy requirements contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

All reports shall include the following statement:

"Funding provided in part or solely by the: National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety, and Ohio Traffic Safety Office."

Studies and evaluations should also include the following disclaimer:

"The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office."

Subgrantee represents and warrants, that its best knowledge and belief, no part of any consideration paid under the Agreement is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business or other illegal conduct. Subgrantee represents and warrants that Subgrantee and its agents shall comply at all times with all laws applicable to the conduct of the Study (including but not limited to all FDA, Stark, Anti-Kickback and other laws and regulations) and are not and shall not be debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federal or state healthcare program or Federal procurement or nonprocurement program (collectively "Ineligible"). Subgrantee shall immediately notify UHC if Subgrantee becomes Ineligible, in which event UHC may immediately terminate this Agreement. In the event any agent becomes Ineligible, Subgrantee agrees to immediately remove such party from participation in any responsibilities related to this Agreement.

XI. SIGNATURES

Signature

Kumar Mukesh
Director, Grants Management & Strategic Initiatives
UHC Center for Clinical Research
Date: _____

Signature

Name: _____
Title: _____
Organization: _____
Date: _____



Ohio Traffic Safety Office

Provisions for Sub-Grantee

The following are provisions that shall be used by the sub-grantee when entering into an agreement (contract) when funds administered by the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) that total \$5,000 or more are used. This provision includes requirements of both the federal and state government.

Note: For clarification purposes the word contractor is the agency, vendor, individual, etc., that the sub-grantee is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork any other items/products developed by the Contractor shall become the property of the sub-grantee.

PROVISION 2 Reporting Requirements

Performance reports will be required to be submitted by the contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Patent Rights/Copyrights

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the sub-grantee prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor shall provide the sub-grantee written authorization for the sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said patent/copyright disclosure without payment.

PROVISION 4 Audit Practices

The contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations

The sub-grantee and contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8 Assurances Regarding the Parent Agreement

The provision of this agreement includes all of the terms and conditions and assurances of the parent agreement between the ODPS and the sub-grantee and is attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

PROVISION 9 Record Retention

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

PROVISION 10 Liability Disclaimer

The parties agree that the ODPS, OTSO, is not the employer of any personnel involved in said contract. The sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 11 Line of Credit

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

Funding provided in part or solely by the:
National Highway Traffic Safety Administration
Federal Highway Administration
Ohio Department of Public Safety
Ohio Traffic Safety Office

Studies, evaluations, etc., shall also include the following disclaimer.

"The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office."

McDonald Hopkins

A business advisory and advocacy law firm®

Direct Dial: 1.216.348.5770
Email: kbutler@mcdonaldhopkins.com

January 6, 2026

Via Email: vruffa@rglawohio.com

City of Broadview Heights
Attn.: Vince Ruffa, Esq.
9453 Broadview Road
Broadview Heights, Ohio 44147

Re: Fee Arrangement

Dear Mr. Ruffa:

Thank you for the opportunity to work with the City of Broadview Heights (“you” or the “client”). We appreciate your confidence in us.

McDonald Hopkins LLC (“MH”) believes that an effective and successful attorney-client relationship is built on a mutual understanding of how we will work together with you to accomplish your objectives. MH customarily prepares an engagement letter using this format to memorialize our agreement concerning the identity of the client and the terms, scope, and nature of services MH will provide.

If you have any questions concerning this letter now or at any time during the engagement, do not hesitate to contact me. MH endeavors to provide quality services and we view quality communications as a key ingredient.

Identity of Client and Scope of Representation

MH’s client for this engagement will be you. The scope of our representation is to assist Mayor Alai’s administration and City Council with the following services:

- Provide you a general overview of the Broadview Heights Zoning Code and related ordinances (“Zoning Code”) and its organization
- Advise on approaches to certain Zoning Code provisions, in terms of what is typical or may be found within a range of codes of other cities

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mcdonaldhopkins.com

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McDonald Hopkins LLC
600 Superior Avenue, East
Suite 2100
Cleveland, OH 44114

P 1.216.348.5400
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- Advise on whether particular language in the Zoning Code now should be updated in order that it be consistent with current law and best practices
- Assist with drafting Zoning Code amendments (whether individually or in a comprehensive Zoning Code refresh) and public education with respect to those amendments
- Attend governmental and public meetings on invitation of the Law Director, Mayor and City Council
- Provide other legal assistance as requested and approved by the Law Director

Legal Fees and Staffing

MH recognizes that I will be the attorney performing all or nearly all of the work for this engagement. If critical, I may assign certain tasks (such as research work) to others, consistent with any exception rates identified below. When MH forms a team for an engagement, MH strives to provide efficient, cost-effective services by involving attorneys and legal assistants with the experience appropriate to the task at hand.

Hourly Rate

We agree that notwithstanding firm's standard current hourly rates, we will offer you a rate for all attorneys involved in the matter, including myself, of \$405.00 per hour.

Not-to-Exceed Amount; Limited Scope

For this engagement, we will not bill in any amount greater than \$50,000.00 without your express permission. You agree that we are being retained for the limited scope of the engagement we identify above, and that this not-to-exceed amount is intended to assist you in formulating a budget for this work but that the time we spend on the engagement depends in large part how frequently and to what extent the city wishes to use our services. Please recognize that if we are requested or required to provide additional services, you agree that we may require that a new matter be opened or other fee arrangement be made.

Charges and Disbursements

Charges and expenses that MH incurs on your behalf will be passed on to you. These charges may include photocopying, messenger and delivery charges, computerized research, filing fees, and the like. MH will forward invoices for the services of others (such as consultants, expert witnesses, appraisers and local counsel, none of which are expected) to you for payment unless we have a different arrangement in writing.

Electronic Communication

MH communicates with clients by electronic and other means that are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication because they do not ensure the confidentiality of their contents. If you are concerned about our use of any one or more of these forms of communication, please let me know immediately.

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City of Broadview Heights
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Billing

MH bills monthly for its services and costs advanced. MH often sends a monthly statement of account, itemizing amounts outstanding as of the date the statement is prepared.

MH invoicing is electronically generated. I will assume that invoices should be sent to this email unless otherwise instructed.

Payment

All invoices are due upon receipt, unless you make other arrangements with MH. MH reserves the right to withdraw as counsel if you fail to pay invoices in a timely manner.

Client Responsibilities

By agreeing to the engagement, you agree to cooperate fully with MH and to promptly provide all information known or available to you relevant to the engagement.

Term of Engagement

You or MH may terminate the engagement at any time for any reason by written notice, subject to applicable Rules of Professional Conduct (the "RPC"). If MH terminates the engagement, it will take such steps as are reasonably practical to protect your interests and, if you request, MH will suggest possible successor counsel and provide such counsel with whatever papers you have provided to us, upon payment of all outstanding invoices. If a court requires permission for withdrawal, MH will apply promptly for such permission and assist you as you desire to engage successor counsel.

Unless previously terminated, the engagement will terminate when MH sends you the final invoice for services. During the engagement and thereafter, MH will keep confidential any otherwise nonpublic information you have supplied in accordance with the RPC. At your request, MH will return your papers and property upon payment of all outstanding invoices. MH will retain its own files, including lawyer work product. MH will transfer any documents it retains to the person responsible for administering its records retention program. In order to minimize unnecessary storage costs, MH reserves the right to destroy or otherwise dispose of any such documents or other materials in accordance with MH's retention policy or as we otherwise agree.

After the engagement ends, applicable laws or regulations may change in a manner that could impact your future rights and liabilities. Unless you actually engage MH to provide additional advice, MH has no continuing obligation to advise you with respect to future legal or other developments.

Conflicts

Before preparing this engagement letter, MH conducted an internal check of our records to determine whether a conflict might exist with one or more existing clients. Based on that check, it appears that no such conflict exists.

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Under the RPC, MH must have undivided loyalty to its clients. This requirement means that a lawyer must refuse to accept or continue employment if the interests of another client may impair the lawyer's independent professional judgment. In this regard, MH represents many other companies and individuals. It is possible that during the engagement, some of our present or future clients may have disputes or transactions with you. As a result of these disputes or transactions, conflicts of interest may arise, and when they do, MH will address them with you in a manner consistent with the RPC.

When MH is not permitted to represent another client in a matter under the RPC, MH will not do so. When MH is permitted by the RPC to seek a waiver from you, MH may do so. For circumstances in which MH is granted the waiver, MH may represent the other client. MH will protect, however, your confidential information or documents entrusted to MH as required by the RPC.

Identification Number

MH's tax identification number is 34-1059058.

In Closing

If you are in agreement with the above terms of our engagement, please print this letter, sign and date this letter on its last page, and return it to me. We sincerely appreciate the opportunity to work with you and we welcome any questions you may have now, or throughout the engagement. As we noted at the outset, we view communications as a key ingredient to a successful attorney-client relationship.

Thank you for this opportunity to work with you.

Sincerely,



Kevin M. Butler

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January 6, 2026
City of Broadview Heights
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Engagement letter agreed to and accepted:

THE CITY OF BROADVIEW HEIGHTS

Name: _____

Title: _____

Date: _____

E-billing information:

Name of individual to receive invoice

Email address of individual to receive invoice

37358858.1



**CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2026-10**

INTRODUCED BY: MAYOR ALAI AND THE ENTIRE COUNCIL

A RESOLUTION EXTENDING THE MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ZONING, OCCUPANCY AND/OR BUILDING PERMIT APPROVALS FOR PAWN SHOPS, DISCOUNT SHOPS, SECOND HAND STORES AND THRIFT SHOPS IN THE CITY OF BROADVIEW HEIGHTS DECLARING AN EMERGENCY

WHEREAS, the City Council has raised concerns regarding placement of pawn shops, discount shops, second hand stores and thrift shops, and;

WHEREAS, City Council wishes to conduct extensive studies with respect to said matters within the City in order to address and properly deal with these concerns.

WHEREAS, it is expected that said studies may lead to significant amendments to the Broadview Heights Codified Ordinances with respect to projects involving pawn shops, discount shops, second hand stores and thrift shops.

WHEREAS, the City Council deems it to be in the best interest of the City to provided for said reasonable moratorium.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Council hereby declares an additional 12 month moratorium on the acceptance and processing of applications for zoning, occupancy, and/or building permit approvals for pawn shops, discount shops, second hand stores and thrift shops beginning upon the exploration of the current moratorium set to expire on May 3, 2026.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with the statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare and for the further reason that the issues must be immediately addressed, and provided it receives the affirmative vote of six (6) or more of the members of Council and the signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this _____ day of _____, 2026

Robert Boldt, President of Council

Samuel J. Alai, Mayor

Date

Attest: Robin Parsons, Clerk of Council

Date



**CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2026-11**

INTRODUCED BY: MAYOR ALAI AND THE ENTIRE COUNCIL

A RESOLUTION EXTENDING THE MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ZONING, OCCUPANCY AND/OR BUILDING PERMIT APPROVALS FOR SMALL BOX DISCOUNT STORES AND BIG BOX STORES AND THE ISSUANCE OF SUCH APPROVALS FOR 12 MONTHS IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

WHEREAS, "Small Box Discount Stores" means a retail, variety or discount stores up to 15,000 square feet that sells at retail, directly to the consumer, a limited assortment of physical goods and other consumer products, including food or beverages for off premises consumption, that generally cost less than ten dollars or cost 20% - 40% lower than the same type of good, products or merchandise sold at grocery or drug stores; and

WHEREAS, "Big Box Stores" are typically between 15,000 square feet and 200,000 square feet that sells at retail directly to the consumer, an assortment of physical goods and other consumer products.

WHEREAS, in accordance with the Constitution of the State of Ohio and the pertinent provisions of the Ohio Revised Code, the City of Broadview Heights has the power to enact planning and zoning laws that are intended to protect the health, welfare and safety of the citizens of the City; and

WHEREAS, the City of Broadview Heights has enacted such a Comprehensive Planning and Zoning Resolution; and

WHEREAS, that City Council wishes to study the current planning and zoning Resolutions in order to determine the appropriate location and regulation of small box discount stores, and big box stores within the context of the City's Master Plan; and

WHEREAS, until such regulations are reviewed, Council desires to declare a moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for small box discount stores and big box stores and the issuance of such approvals.

WHEREAS, this Council believes that a temporary moratorium on the acceptance and processing of appropriations for zoning, occupancy, and/or building permit proposals for small box discount stores and big box stores will not deny property owners economically stable use of their property and will afford City Officials and this Council the time necessary to put in place reasonable zoning and business recalculation to preserve the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO, THAT:

SECTION 1. Council hereby declares an additional 12 month moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for small box discount stores and big box stores and the issuance of such approvals; beginning upon the expiration of the current moratorium set to expire on January 16, 2026.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with the statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of Broadview Heights for the reason that it is necessary to impose this moratorium immediately to facilitate a study of current planning and zoning Resolutions in order to determine appropriate location and recalculation of small box discount stores. It shall therefore take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

Passed and Adopted by the Council on this _____ day of _____, 2026

Robert Boldt, President of Council

Samuel J. Alai, Mayor

Date

Attest: Robin Parsons, Clerk of Council

Date