

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, OCTOBER 6 2026
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH THE CONSULTING CITY ENGINEER (EUTHENICS, INC.) FOR THE DESIGN OF THE BROOKPARK ROAD RESURFACING PROJECT (PID 113598), AND THE MAYOR TO ENTER INTO AGREEMENTS AS MAY BE NECESSARY FOR SAID PROJECT, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.- PER COUNCIL PRESIDENT SALVATORE.
2. AN ORDINANCE AUTHORIZING THE MAYOR, TO EXECUTE THE PRELIMINARY LEGISLATION AND TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROOK PARK AND THE OHIO DEPARTMENT OF TRANSPORTATION, FOR THE CUY SR 017 04.43 (BROOKPARK ROAD RESURFACING) PROJECT (PID 113598), AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.- PER COUNCIL PRESIDENT SALVATORE.
3. AN ORDINANCE AUTHORIZING THE EXPENDITURE FOR IMPROVEMENTS TO JAMES E. CAVANAUGH AND MCGOVERN PARKS, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.- PER COUNCIL PRESIDENT SALVATORE.
4. PROVIDING FOR A SPECIAL ELECTION TO BE HELD MAY 4, 2027 FOR THE POSITION OF AT-LARGE COUNCILMAN, AND DECLARING AN EMERGENCY. Introduced by Council As A WHOLE. .- PER COUNCIL PRESIDENT SALVATORE.
5. A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AN AWARD AND ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO ADMINISTER THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) , PURCHASE NECESSARY EQUIPMENT, AND APPROVING THE GRANT AGREEMENT ATTACHED AS "EXHIBIT A", AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.- PER COUNCIL PRESIDENT SALVATORE.
6. A RESOLUTION DECLARING THE INTENT TO APPROPRIATE CERTAIN REAL PROPERTY FOR THE PUBLIC PURPOSE OF MAKING OR REPAIRING ROADS AND RELATED APPURTENANCES AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.- PER COUNCIL PRESIDENT SALVATORE.

IV. ADJOURNMENT

CITY OF BROOK PARK, OHIO

ORDINANCE NO. _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES WITH THE
CONSULTING CITY ENGINEER (EUTHENICS, INC.) FOR THE
DESIGN OF THE BROOKPARK ROAD RESURFACING
PROJECT (PID 113598), AND THE MAYOR TO ENTER INTO
AGREEMENTS AS MAY BE NECESSARY FOR SAID PROJECT,
AND DECLARING AN EMERGENCY

WHEREAS, the existing Brookpark Road pavement within the City of Brook Park, Cleveland and Parma is typically in poor condition; and,

WHEREAS, the Brookpark Road Resurfacing Project includes the face to face of curb resurfacing of Brookpark Road; and,

WHEREAS, the project includes work within the City of Brook Park, the City of Cleveland at the west terminus and the City of Parma at the east terminus; and,

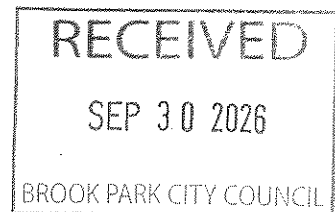
WHEREAS, this project is an ODOT LPA Federal ODOT-let project (PID 113598) with ODOT providing 80% funding for eligible costs up to a maximum of \$2,240,000 of State Funds; and,

WHEREAS, the City of Brook Park will serve as the contractual agent for the Cities of Cleveland and Parma.

WHEREAS, the cities of Brook Park, Cleveland and Parma plan to submit a joint grant application to OPWC for the State Infrastructure Programs (SCIP/LTIP/RLP); and,

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into an agreement for professional engineering services for the design of the Brookpark Road Resurfacing Project (PID 113598). The payment obligation pursuant to said agreement shall not exceed \$557,080.00. (Exhibit A)



SECTION 2: The Mayor is hereby authorized to contract with the Manik and Smith Group for professional engineering services as a Third-Party Reviewer for said Project in accordance with proposal dated June 21, 2026. The payment obligation pursuant to said proposal shall not exceed \$9,740.00. (Exhibit B)

SECTION 3: The Mayor is further authorized to enter into agreements as may be necessary and appropriate to complete the project.

SECTION 4: The money needed to complete the aforesaid transaction shall be paid from the State Highway Improvement Fund No. 241, theretofore appropriated or to be appropriated for said purpose.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, and for the further reason that City Council deems it necessary to proceed with the Brookpark Road (SR-17) Resurfacing Project (PID 113598) as soon as possible, therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

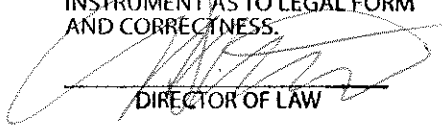
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.



DIRECTOR OF LAW

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE
BROOKPARK ROAD RESURFACING PROJECT (PID 113598)**

This Agreement is made and entered into, by and between the City of Brook Park, an Ohio municipal corporation ("City") and the Consulting City Engineer, Euthenics, Inc. ("Engineer") as authorized by City of Brook Park Ordinance No. _____ in regard to professional engineering services for the Brookpark Road Resurfacing Project (PID 113598) in the City of Brook Park, Ohio. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

ARTICLE I: SCOPE OF SERVICES

- 1.1 The Engineer shall provide professional engineering services for the Brookpark Road Resurfacing Project (PID 113598) in the City of Brook Park, Ohio consistent with the proposal submitted by the Engineer to the Mayor/Service Director dated August 14, 2026, which is on file in the office of the Mayor/Service Director and as fully a part of this Agreement as if attached to this Agreement or repeated herein. Services also include surveying, environmental engineering and permitting, right-of-way acquisition, and others deemed necessary and appropriate for the project. The "Standard of Care" applicable to the Engineer's services is the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said services are performed. The Engineer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work and, subject to the above Standard of Care, shall be consistent with the final project development schedule. This contract shall extend through the closeout of related construction contracts.
- 1.2 The Engineer shall provide final electronic copies of project documents including but not limited to the plans and specifications in native file and PDF format. Submitted PDFs shall be created from the native file using the appropriate software.
- 1.3 The City shall provide all available information, including previous engineering reports and plans, existing boundary and topographic surveys; existing proposed or pending subdivisions of land; elements of planning reports, such as subdivision regulations, land use studies and zoning regulations; topographic maps, tax maps; soil information; and financing data as applicable to the project. The City shall furnish existing site plans and plats describing physical characteristics, legal limitations and utility locations for the site of the project. The Engineer shall be entitled to reasonably rely upon the information and data provided by the City or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Engineer's services. The City shall furnish all legal, accounting services as may be necessary at any time for the project, including auditing services that the City may require to verify the Engineer's Applications for Payment or to ascertain how or for what purposes the Engineer has used the money paid by the City. Prompt written notice shall be given by the City to the Engineer if the City becomes aware of any fault or defect in the project or noncompliance with the Contract Documents.

ARTICLE II: COMPENSATION

- 2.1 The City shall compensate Engineer based on the Fee Proposal included in the proposal submitted by the Engineer to the Mayor/Service Director dated August 14, 2026, which is on file in the office of the Mayor/Service Director and as fully part of this Agreement as if attached to this Agreement or repeated herein, with a not to exceed Total Agreement Price of \$557,080.00.

- 2.2 Payments are due and payable forty-five (45) days from the receipt of Engineer's invoice provided all backup documentation required by this Agreement is included.
- 2.3 Compensation will be made based on successful completion of the services described in the professional services proposal on a lump sum basis for each task.
- a. Task funds may be reallocated between tasks, so long as the changes do not result in a change to the original Scope of Services or increase to the Total Agreement Price. Changes in scope that result in an increase in the Total Agreement Price must be preapproved in writing by the Mayor/Service Director.
 - b. Services that are considered to be outside the original contract scope, such items will be deemed Additional Services.
 - c. Engineer shall not perform Additional Services, nor incur any expenses which are not required by this Agreement, and the City shall not be obligated to pay for such services and expenses until the following conditions have been satisfied:
 - i. Submittal by Engineer of written notice to the City prior to the initiation of such additional Services, including an estimate of cost and schedule implications and a detailed scope of such Services;
 - ii. If the Additional Services increase the Total Agreement Price under this Agreement, authorization by the Mayor/Service Director is required;
 - iii. A written modification to the Agreement; and
 - iv. Written notification to Engineer from the Mayor/Service Director directing Engineer to perform such additional Services prior to commencement of the additional Services.
 - d. In the event that additional costs are incurred by the Engineer as a result of delays to the project schedule, the Engineer shall provide documentation of the amount of additional expenses incurred and detailed justification for the request for additional funds. The City shall not be obligated to pay for such services and expenses until the conditions set forth in Section 2.3.c have been satisfied.
 - e. The City may issue a notice of suspension until resolution of the Additional Services and project schedule have been resolved.
- 2.4 The City is exempt from all sales, use, and excise taxes and the City shall not be obligated to pay for such taxes. Upon request by Engineer, the City shall provide a copy of the City's certificate of tax exemption.
- 2.5 Progress payments to Engineer shall be considered by the City based upon invoices, prepared and submitted by Engineer, with supporting information. The estimated current physical percent complete for each task of the project shall be submitted and will be reviewed by the City. The City retains the right to limit progress payments if, in the opinion of the City, the percentage of the Total Agreement Price billed exceeds the earned value in delivering the Services.
- 2.6 Required backup supporting the invoice includes subconsultant invoices, itemized receipts for direct expenses, and other documentation required in the scope of services.
- 2.7 Subconsultant costs shall be invoiced by Engineer with no markup.

- 2.8 Expense costs may be included in the Total Agreement Price with no markup. The Engineer shall fully document all charges for travel, lodging, and meals through the provision of receipts. Meals, travel and lodging expenses shall be paid only to those persons authorized to incur such costs when on assignment away from their home office. Payment for lodging and meal expenses may not exceed the maximum per diem rates in effect at the time of travel as set forth in 48 CFR Part 31.205.46. Mileage charges, when authorized, shall be at the current corporate rate but in no event to exceed Internal Revenue Service rates.
- 2.9 The cumulative sum of monthly progress payments shall not exceed the Total Agreement Price considering all approved Change Orders.
- 2.10 All funds remaining in a Task and/or Allowance at completion of the Services will be retained by the City.
- 2.11 No approval or payment made under this Agreement shall be conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made hereunder shall be construed to be an acceptance of deficient or unsatisfactory Services.
- 2.12 In the event of a disputed invoice, only the disputed portion shall be withheld from payment by the City and the City will process the remaining undisputed portion of the invoice.

ARTICLE III: TERMINATION, SUSPENSION OR ABANDONMENT

- 3.1 This agreement may be terminated by either party upon not less than thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 3.2 If the Project is suspended by the City for more than sixty (60) consecutive days, the Engineer shall be compensated for services performed prior to notice of such suspension. This Agreement may be terminated by the City upon not less than seven (7) days written notice to the Engineer in the event the Project is permanently abandoned. If the Project is abandoned by the City for more than ninety (90) consecutive days, the Engineer may terminate this Agreement by giving written notice.
- 3.3 Failure of the City to make payments to the Engineer in accordance with this Agreement shall be considered substantial noncompliance and cause for termination. If the City fails to make payment when due, the Engineer may, upon thirty (30) days written notice to City, suspend performance of services under this Agreement. Unless payment in full is received by Engineer within thirty (30) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the City for delay or damage caused by the City because of such suspension of services.
- 3.4 In the event of termination not the fault of Engineer, the Engineer shall be compensated for services performed prior to termination.
- 3.5 The City may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) days written notice to the Engineer. The Engineer shall be compensated for services for satisfactorily completed services through the termination date. Lost profits, anticipated profits and unearned fees are expressly excluded.

ARTICLE IV: RELATIONSHIP OF PARTIES

- 4.1 City and Engineer agree that, during the term of this Agreement, Engineer shall be engaged by City solely on an independent contractor basis, and Engineer shall therefore be responsible for all Engineer's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

- 4.2 While Engineer shall be required to render services described hereunder for City during the term of this Agreement, nothing herein shall be construed to imply, by reason of Engineer's engagement hereunder on an independent contractor basis, that City shall have or may exercise any right of control over Engineer with regard to the manner or method of Engineer's performance of services hereunder.
- 4.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

ARTICLE V: RECORD KEEPING

- 5.1 During performance of this Agreement and for a period of five years after its completion, Engineer shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to City as City may reasonably require.
- 5.2 Engineer acknowledges that records relating to this Agreement may constitute public records under Ohio law and agrees to comply with all applicable requirements concerning retention and production of public records.

ARTICLE VI: RELATED AGREEMENTS

- 6.1 The work contemplated in this Agreement is to be performed by Engineer, who may subcontract without City's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Article I, Scope of Services, but which are required for its satisfactory completion. Engineer shall not enter into other subcontracts without prior written approval by City. All work subcontracted shall be at Engineer's expense.
- 6.2 Engineer shall bind its subconsultants to the terms of this Agreement, so far as applicable to the work of the subconsultant, and shall not agree to any provision which seeks to bind City to terms inconsistent with, or at variance from, this Agreement.
- 6.3 Engineer warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of City, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 6.4 Engineer shall furnish to City a list of all subconsultants, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE VII: NONDISCRIMINATION OF EMPLOYMENT

- 7.1 Pursuant to section 153.59 of the Ohio Revised Code, Engineer agrees to both of the following:
 - a. That, in the hiring of employees for the performance of work under the contract or any subcontract, no engineer, sub-consultant or any person acting on a engineer's or sub-consultant's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates:
 - b. That no engineer, sub-consultant, or any person on an engineer's or sub-consultant's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

ARTICLE VIII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 8.1 Provided that Engineer has been paid for the services, City shall have the right to use the documents, maps, drawings, and specifications resulting from Engineer's efforts on the project. Reuse of any such materials by City on any extension of this project or any other project without the authorization of Engineer shall be at City's sole risk. Engineer shall have the right to retain copies of all such materials. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from their services. The Engineer's opinions, recommendations and assessments are limited by a) the accuracy and completeness of information upon which it may reasonably rely, b) schedule constraints or scope limitations, c) unknown or variable site or other conditions, d) other factors beyond the Engineer's control. Any estimates as to construction costs are limited by a lack of control over financial and/or market conditions, including the future price of labor, materials, and prospective bidding environments and procedures. The Engineer does not warrant or guarantee the accuracy or completeness of its services to the extent impacted by these limitations and the City should limit its reliance on the Engineer's services in like manner. Limitations do not excuse negligent acts, errors, omissions, or failure to comply with this Agreement.

ARTICLE IX: LIABILITY

- 9.1 Engineer shall procure and shall maintain during the life of this contract workers' compensation insurance for all its employees to be engaged in work on the project under this contract and, in case any such work is sublet, Engineer shall require the sub-consultant similarly to provide workers' compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Engineer's workers' compensation insurance. Engineer shall be required to furnish a copy of a certificate showing that it has complied with the Ohio Workers' Compensation Act and shall relieve City from any and all costs and expenses which may be due to accidents or other liabilities mentioned in said Act.
- 9.2 Subject to the limitation set forth in Section 9.3, the Engineer agrees to indemnify and hold the City harmless (but not defend) from and against any loss or damage resulting solely from the failure of the Engineer to perform any duty or obligation expressly undertaken by the Engineer pursuant to the terms of this Agreement or the negligent performance or failure to perform by the Engineer of any such express duty or obligation.
- 9.3 No claim for loss or damage under this Agreement shall be asserted by the City against the Engineer by reason of this Agreement or the work undertaken by the Engineer hereunder, including without limitation any claim under Section 9.2 hereof. The total amount of all claims the City may have against the Engineer under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the total compensation paid or payable under this Agreement. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Engineer and not against any of the Engineer's employees, officers or directors.

9.4 Engineer shall maintain throughout the duration of this Agreement insurance in the following amounts:

COVERAGE REQUIRED

MINIMUM LIMITS REQUIRED

<u>X</u>	GENERAL LIABILITY (The following coverage must be included)	\$1,000,000 Per Occurrence
	Premises-Operations	\$2,000,000 General Aggregate
	Independent Contractors/Subs	Collapse (C)
	Broad Form Contractual	Underground (U)
	Broad Form Property Damage	Personal Injury
	Explosion (X)	Products-Completed Operations
		Fire Legal Liability
		Employer's liability (Ohio Stop Gap)
<u>X</u>	UMBRELLA LIABILITY Extending over all Liability Programs	\$5,000,000
<u>X</u>	AUTOMOBILE LIABILITY Owned, Hired, and Non-Owned Employee Non-Ownership	\$1,000,000 Per Occurrence
<u>X</u>	WORKERS' COMPENSATION <u>X</u> Workers' Compensation coverage in compliance with the laws of the State of Ohio	Statutory
<u>X</u>	PROFESSIONAL LIABILITY (includes Errors & Omissions)	\$1,000,000
___	BUILDER'S RISK	___ 100% Completed Value
___	INSTALLATION FLOATER	___ 100% Installed Replacement Value
___	FLOOD INSURANCE	___ 100% of Completed Value or Maximum of Flood Program
___	ENVIRONMENTAL IMPAIRMENT LIABILITY	\$ _____
___	EMPLOYMENT PRACTICES LIABILITY	\$ _____

The certificate of insurance must show the City of Brook Park as a named additional insured & give thirty (30) days prior written notice of cancellation, non-renewal, or adverse change to the City. The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio. Certificates of Insurance showing such coverage to be in force shall be provided to the City upon request.

ARTICLE X: COMPLIANCE WITH LEGAL REQUIREMENTS

- 10.1 Engineer hereby represents and warrants to City that it is an Ohio corporation in good standing holding an unexpired and uncanceled license to transact business in Ohio.
- 10.2 Engineer hereby represents and warrants to City that there is no finding for recovery against it issued by the auditor of state on or after January 1, 2001 that is unresolved.
- 10.3 Said Engineer further agrees to withhold all City of Brook Park income taxes due or payable under the provisions of Part 18 (Taxation Code Effective 2016) of the Codified Ordinances of the City of Brook Park for wages, salaries and commissions paid to its employees and further agrees that any of its sub-consultants shall be required to agree to withhold any such City of Brook Park income taxes due under said sections for services performed under this contract.
- 10.4 Engineer shall comply with all applicable federal, state and local laws and ordinances and each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted or is not correctly inserted then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

ARTICLE XI: DRUG FREE WORKPLACE

- 11.1 Engineer agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted sub-consultants purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE XII: ENTIRE AGREEMENT/WAIVER

- 12.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 12.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- 12.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XIII: STANDARDS OF PERFORMANCE, ERRORS AND OMISSION

- 13.1 Services provided by the Engineer and all of its agents, subconsultants, and employees under this Agreement shall be performed in a manner consistent with the Standard of Care as defined in Article 1.
- 13.2 The City shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's Services. During the term of the Agreement, the Engineer shall be solely responsible for the accuracy of Services and shall promptly make necessary revisions or corrections to the Services performed to the extent that the necessary revisions or corrections resulted from Engineer's negligent acts, errors or omissions, without any additional compensation from the City.
- 13.3 Acceptance of Services, including payment for same, shall not relieve the Engineer of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities.

- 13.4 If the City reasonably determines that any negligent act, error, or omission in any phase of the Services is the Engineer's responsibility and requires correction, repair, reconstruction, or related field or office work, the City shall promptly notify the Engineer. The Engineer shall perform the necessary corrective Services without delay and at no additional cost to the City. The Engineer's obligation to re-perform Services under this Section shall be limited to three (3) years from the date the original Services were performed. The Engineer shall be reimbursed for costs incurred for correction, repair, reconstruction, or related field or office work that is later determined not to be the Engineer's responsibility.
- 13.5 The City will endeavor to review Engineer provided reports, studies, drawings, specifications, proposals and other documentation in a timely manner and provide prompt written notice of any inconsistencies, errors or items of concern.

ARTICLE XIV: CONTROLLING LAW

- 14.1 This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.
- 14.2 In the event of any dispute between the parties to this Agreement, the venue for the dispute resolution shall be the Court of Common Pleas of Cuyahoga County, Ohio.

ARTICLE XV: MISCELLANEOUS

- 15.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than either the date of contract completion for acts or failures to act occurring prior to contract completion, or the date of issuance of the final certificate for payment for acts or failures to act occurring after contract completion.
- 15.2 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against City or Engineer.
- 15.3 Engineer represents that it has no financial or other interest that conflicts with its obligations to the City under this Agreement and shall promptly disclose any actual or potential conflict of interest arising during performance.

Article XVI: HEADINGS

- 16.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

Article XVII: SEVERABILITY

- 17.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in Ohio, nevertheless be binding and enforceable.

ARTICLE XVIII: SUCCESSORS AND ASSIGNS

- 18.1 The Engineer and City, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither City nor Engineer shall assign this Agreement without the written consent of the other.

ARTICLE XIX: EXECUTION

19.1 This Agreement shall be effective when it has been executed by both parties.

THE CITY OF BROOK PARK BY:

EUTHENICS, INC. BY:

_____(Signature)

_____(Signature)

Edward Orcutt / Brian Beyer

_____(Name)

Mayor / Service Director

_____(Title)

Date Signed: _____

Date Signed: _____

Certificate of Fiscal Officer

Pursuant to section 5705.41(D)(1) of the Ohio Revised Code, as fiscal officer of the City of Brook Park, I do hereby certify that the amount required to meet the obligation of the forgoing contract in this fiscal year has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Robert McGann, Finance Director
City of Brook Park, Ohio

Date Signed: _____

Contract#/PO#: _____



June 21, 2026

Brian Beyer, Service Director
City of Brook Park
6161 Engle Road
Brook Park, OH 44142

RE: Brookpark Road Resurfacing Third-Party Review PID 113598

Dear Mr. Beyer:

The Mannik & Smith Group, Inc. (MSG) is confident in its ability to assist the City of Brook Park with third-party review services for the Brookpark Road Resurfacing PID 113598 project and is pleased to submit this proposal for consideration. Our proposal is based upon your request and our experience with this type of project. MSG understands your needs, is experienced in completing this type of work, and has the desire to perform this project in an efficient, timely, and cost-effective manner. We trust that the scope of our services detailed below conveys to the City of Brook Park the expertise of our project team and our strong commitment to provide the quality consulting service you expect and deserve.

We believe the selection of MSG offers the City of Brook Park the following advantages:

- **Experience with similar projects:** We have successfully completed the design of numerous LPA projects similar to the Brookpark Road Resurfacing project, and we have provided plan review services to the City of Fairview Park as part of our consulting engineer contract. *This design and review experience enables us to provide a quality review of the Brookpark Road Resurfacing project.*
- **Experience with the Ohio Department of Transportation (ODOT):** We have assisted our clients in preparing a wide variety of projects involving ODOT. *We will use this knowledge and experience to assist you in complying with ODOT's third-party review requirement.*
- **Familiarity with the City and location of the project:** This work will be performed at our local Middleburg Heights, OH office, and our employees at the Middleburg Heights office are very familiar with Brookpark Road due to our current role as consulting engineer for the City of Fairview Park. *This knowledge of the Brookpark Road corridor will allow us to understand the needs of the project and will assist us in providing timely reviews.*

Brookpark Road 3rd Party Review Proposal.docx

TECHNICAL SKILL.
CREATIVE SPIRIT.

BACKGROUND

MSG understands the City of Brook Park's consulting engineer, Euthenics, Inc., will prepare the plans for the CUY – SR 017 – 04.43 (Brookpark Road Resurfacing) PID 113598 project. This project is a joint ODOT LPA project between Brook Park, Cleveland, and Parma and consists of the resurfacing of Brookpark Road from Rocky River Drive to West 130th Street. A third-party plan review is required by ODOT since the plans are being prepared by Brook Park's consulting engineer.

SCOPE OF WORK

MSG will review the Stage 1, Stage 2/3, and PS&E plans and will provide a written list of comments for each review. The review for each stage will include plan sheets, quantity tables, notes, details, specifications, estimates, and review documentation.

SCHEDULE

MSG will provide written comments for each review within three weeks of receiving each submittal, including the plans and supporting documentation.

ASSUMPTIONS

We believe communication is vital to the successful delivery of every project. Therefore, we are making the following assumptions regarding the scope of work to be performed:

Assumptions:

1. No reviews of right-of-way plans or acquisition are included.
2. The plans and documents for review will be provided in PDF format.

PROJECT FEE

As justified upon consideration of project specifics, MSG proposes to perform this project on a time and materials basis. Fees will be based upon the number of actual hours worked by each employee multiplied by the employee's classification billing rate. Direct expenses will be charged to this project without markup.

The Scope of Work for this project has been detailed above and enables MSG to estimate the work effort required to complete each task. Based upon the project scope identified above, MSG proposes to complete this project for the following amount:

Third-Party Plan Review.....	\$9,490.00
Expenses	\$250.00
Total Time & Materials	\$9,740.00

For the purposes of fiscal control, MSG will notify you at such time as it becomes apparent that costs may exceed the estimated amount and will seek your approval to proceed. We agree that reasonable variation to the work to be performed may be made, but reserve the right to renegotiate the above amounts should significant variation be requested.

Work requested to be performed by the client beyond the Scope of Work, e.g., meetings, presentations, report copies, or other related activities beyond those described above will be charged on the same time and materials fee basis.

TERMS OF PAYMENT

MSG will bill the City of Brook Park monthly for work performed that month.

AGREEMENT

The costs provided in this proposal are confirmed for a period not to exceed sixty (60) days. If this proposal meets with your approval, you may signify acceptance by signing and dating the designated locations attached and returning one signed copy to the undersigned. Your signature will be our written authorization to proceed with the project. Alternately, you may issue a purchase order referencing the date and scope of this proposal.

MSG appreciates the opportunity to provide this proposal and looks forward to serving the City of Brook Park. Please do not hesitate to contact the undersigned if you have any questions, require clarifications pertaining to the specifics of this proposal, or would like additional information.

Sincerely,

Kimberly R. Kerber, PE
Senior Associate

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event client directs The Mannik & Smith Group to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc. is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: June 21, 2026

Proposal Number: 401.2601534.P00

CITY OF BROOK PARK

THE MANNIK & SMITH GROUP, INC.

Signature

Signature

Name (Printed)

Kimberly R. Kerber, PE
Name (Printed)

Title

Senior Associate
Title

Date

June 21, 2026
Date

The Mannik & Smith Group, Inc.

Standard Terms and Conditions

These Standard Terms and Conditions ("Terms") provide the terms and conditions pursuant to which The Mannik & Smith Group, Inc. ("MSG") will provide those certain services to you ("Client") for the project (hereinafter, "Project") set forth in the proposal issued to Client (the "Proposal") and as further described in the attached "Scope of Work." Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Proposal or Scope of Work, as the case may be. The terms of the Proposal, the Scope of Work, and these Terms shall be collectively referred to herein as this "Agreement."

1. **Services:** MSG will perform the Scope of Work as set forth in the Proposal and in accordance with these Terms. MSG has developed the Scope of Work, schedule, and compensation based on Client provided information and various assumptions about Client's needs and preferences. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Client further acknowledges that the Scope of Work was prepared at Client's request. In the event that the Scope of Work or a portion thereof, was developed by a party other than MSG, MSG makes no claims as to its adequacy. Accordingly, Client acknowledges that MSG is forced to assume that the Scope of Work is fully adequate for Client's purposes. Client also understands that MSG assumes that Client has an alternative source from which to obtain any needed or desired services not listed.

2. **Additional Services:** The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services, and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

3. **Project Requirements:** The Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project and shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception and provide any reports, testing, and documents necessary for MSG to complete its Scope of Work. MSG, Client, and Client's Consultants shall coordinate Project related services. MSG shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by Client and Client's Consultants. However, MSG shall provide notice to the Client if MSG becomes aware of any error, omission or inconsistency in such services or information. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the Standard of Care as defined in Section 5 herein. Client's Consultants shall be properly licensed to practice in the jurisdiction of the Project and shall maintain insurance, including professional liability insurance, as sufficient and appropriate for the Project. The Client shall identify a representative authorized to act on Client's behalf with respect to the Project.

4. **Compliance with Laws:** MSG shall perform its services in accordance with its Standard of Care as defined herein and will endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

5. **Standard of Care:** Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances ("Standard of Care"). The Standard of Care shall exclusively be judged as of the time the services are rendered and not according to later standards. MSG makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with the services rendered hereunder.

6. **Information from Third Parties:** The Client and MSG acknowledge that MSG will rely on information furnished by third parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third-party information.

7. **Period of Service:** MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the Proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client for review and approval. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control. MSG is not responsible for any delay and/or disruption beyond its control, including, but not limited to, those Force Majeure Events set forth in Section 8 herein.

8. **Force Majeure:** MSG shall be entitled to an equitable adjustment to the Project schedule and compensation for force majeure events, including but not limited to: acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, acts of war, terrorism, violence, floods, pandemics, epidemics, quarantine restrictions, strikes, embargoes, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism or hacking including a ransomware attack, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, unusually severe weather, and/or any other cause outside of the control of MSG (each a

"Force Majeure Event"). MSG shall notify Client in writing after the beginning of any such cause becomes known, which would affect its performance. In the event a Force Majeure Event continues for more than thirty (30) days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices.

9. Compensation: In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the Proposal. The parties acknowledge that terms of compensation are based on the orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays, disruptions or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, MSG may adjust the amounts allocated between the Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, as the work progresses so long as the total compensation amount for the Project is not exceeded except as otherwise provided herein.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, subcontracted services and reimbursable expenses without reduction of MSG's compensation, unless and except when such subcontracted services and reimbursable expenses are included in the total project cost as specified in the Proposal or Scope of Work. Payment for MSG's services shall be made in United States dollars.

10. Changed Costs on Design Services and Project Development Services: MSG's rates are generally updated as of July 1st of each calendar year and are subject to periodic review and prospective change. Any non-lump sum fees and projects that are payable by Client for a "not to exceed" amount shall be subject to and adjusted based upon any rate increases or periodic changes.

11. Cost Estimates or Opinions on Construction Services: MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that neither the Client nor MSG has control over the cost of labor, materials, or equipment; a contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Therefore, actual costs may vary from the cost estimates or opinions prepared and MSG offers no guarantee related to the Project cost.

12. Payment Terms: Client recognizes that time is of the essence with respect to payment of Client's Consultants' invoices and that timely payment is a material part of the consideration of MSG's services. MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be

entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing, property acquisition, or approvals necessary for project initiation through completion. Invoice payment delayed beyond sixty (60) calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond seventy (70) calendar days shall be just cause for termination of the services by MSG. MSG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination by MSG.

In cases where MSG has issued reports and/or letters of reliance, MSG may also notify the Client and any other party to which these reports and/or letters of reliance were issued of MSG's withdrawal of reliance upon the information contained therein, and request return of all written reports, data, and other information as the rightful property of MSG, based upon the Client's failure to pay. In the case of such a request, the Client agrees to return all documents and/or letters of reliance, and provide written notification to any party to which MSG's reports or data were disseminated, notifying them of MSG's withdrawal of reliance.

13. Lien Rights: MSG may file a lien against the Property in which the Project is situated and/or file a claim against any available payment bonds for the Project in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

14. Ownership of Documents: Documents prepared or furnished by MSG pursuant to this Agreement are instruments of MSG's professional services and MSG shall retain all ownership and property interest therein, including all copyrights. Upon payment for services rendered, MSG grants Client a non-exclusive license to use instruments of MSG's professional service for its intended purpose. It is expressly understood that computer-aided design and drafting ("CADD") and/or building information modeling ("BIM") files are issued only as supplemental information for convenience to the Client or other authorized users. CADD and BIM, like any electronic data when transferred in any manner or translated from the system and format used by MSG pursuant to this Agreement to another system or form, are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted whether inadvertently or otherwise. As such, record documents of service shall be based on the printed copy. Reuse or modification of any such documents by Client, without MSG's written permission, shall be at Client's sole risk, and Client agrees to indemnify, defend and hold MSG harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client. Client may request electronic CADD and BIM files prepared by MSG upon submitting a signed MSG's Electronic File Release Agreement which specifies the electronic files requested. If and to the extent Client requests and receives electronic files prepared by MSG, the terms of the Electronic File Release Agreement are hereby incorporated herein by reference and apply in all respects.

15. Independent Contractor: MSG shall serve as an independent contractor for services provided under this Agreement. MSG

shall retain control over the means and methods used in performing its services and may retain subconsultants to perform certain services as determined by MSG.

16. Insurance: At a minimum, MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at a commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Worker's Compensation:	As required by applicable state statute
Commercial General Liability:	\$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
Automobile Liability:	\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability:	\$2,000,000 each claim and in the aggregate

The Client shall arrange for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named additional insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

17. Limitation of Liability: IN NO EVENT SHALL MSG BE LIABLE TO THE CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, EVEN IF MSG HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this Agreement and/or MSG's performance of services on the Project, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

18. MSG as Business Entity: Client acknowledges that MSG is a business entity and agrees that any claim made by the Client arising out of any act or omission of any member, owner, partner, manager, director, officer or employee of the business entity in the execution or performance of this Agreement shall be made solely against the business entity and not against any individual or group of individuals in any capacity.

19. Indemnification: MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and

those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence or the negligence of the other's agents, subcontractors or consultants, or anyone for whom the other is legally liable.

20. Safety: MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Client or any other contractor or consultant engaged by the Client, nor shall MSG be responsible for the Client's or any other contractor or consultant engaged by the Client's failure to perform such party's work in accordance with the requirements of this Agreement.

21. Defects in Service: The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its agreements with contractors and shall require all subcontracts at any level to contain a like provision. Failure by the Client or Client's contractors or subcontractors to notify MSG shall relieve MSG of the costs of remedying such defects in service, to the extent that the cost of remedy would have cost less had prompt notification been given when such defects were first discovered. MSG will correct defects, at its own costs, if timely notified by Client.

22. Betterment: If, due to MSG's error, any required item or component of the Project is omitted from MSG's reports, plans or construction documents, MSG shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will MSG be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

23. Buried Utilities: Client will furnish to MSG information identifying the type and location of utility lines and other artificial (for purposes of this Section 23, meaning made or produced by human beings rather than occurring naturally) objects beneath the Project site's surface. Using information provided by the Client, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in a manner consistent with the Standard of Care as defined herein. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. Client and MSG mutually agree to field validate the location of underground utilities or other artificial objects and vet final subsurface penetration locations to the satisfaction of both parties. Further, MSG reserves the right to notify local utility protection agencies or services, and to delay Project implementation until these agencies or services have identified known utility lines or other subsurface artificial objects. MSG will take reasonable precautions to avoid damaging any identified utility lines or other artificial objects. Client agrees to waive any claim against MSG, and to defend, indemnify and hold MSG harmless from any claim or liability for injury or

loss, including economic damages arising, or allegedly arising, from MSG's damaging underground utilities or other artificial objects that were not called to MSG's attention, which were not properly located on plans furnished to MSG, or were not identified or properly marked by any utility protection agency or service contracted by MSG unless damages are caused by the sole negligence or willful misconduct of MSG.

24. Disease Transmission: MSG shall have no responsibility for the transmission of communicable disease including, but not limited to, COVID-19 and other corona viruses (collectively, "Diseases"), or exposure of persons to Diseases discovered at the premises. MSG cannot prevent Client and/or Client's invitees from becoming exposed to, contracting, or spreading Diseases while utilizing MSG's services. It is not possible to prevent against the presence of Diseases. Therefore, if Client chooses to utilize MSG's services, Client may be exposing Client or Client's invitees to and/or increasing Client's and/or Client's invitees' risk of contracting or spreading Diseases. Client hereby releases, waives, discharges, and covenants not to sue MSG from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to any pandemic or public health situation, or any Disease related health issue or exposure.

25. Notification of Hazardous Materials: The Client warrants they have disclosed the location and quantity of all potential wastes, hazardous materials, including asbestos, and/or petroleum compounds (collectively, "Hazardous Materials"), whether regulated or unregulated, that are assumed or suspected to exist or may be encountered on the Project. In the event undisclosed and/or unknown materials/compounds are encountered where there is no reason to believe they could or should be present, MSG may be required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures MSG deems prudent to minimize risks to its employees, the public, and the environment. MSG shall notify Client as soon as practically possible in the event unanticipated Hazardous Materials or suspected Hazardous Materials are encountered. Under these circumstances, MSG shall be entitled to an equitable adjustment to the schedule and compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws.

In addition, Client understands and agrees that in seeking the professional services of MSG under this Agreement, Client may request MSG to undertake obligations involving or related to Hazardous Materials. To the fullest extent permitted by law, Client agrees to defend and indemnify MSG and its subcontractors, consultants, agents, officers, directors and employees from any claim or liability or loss, including reasonable attorneys' fees arising from or connected with the presence, discharge, release, or escape of Hazardous Materials or environmental liability of any nature or in any manner related to services performed by MSG as part of the Project, including the failure to discover any Hazardous Materials which may exist in, on, above, beneath, about or which have migrated onto, or under, the Project site except for those events caused by the sole negligence or willful misconduct of MSG.

Without limiting the generality of the foregoing, the above indemnification extends to claims resulting from:

- a. Client's violation or alleged violation of any federal, state or local statute, regulation or ordinance relating to the disposal of Hazardous Materials;
- b. Client's or MSG's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Materials found or identified at the site;
- c. Hazardous Materials introduced at the Project site by Client or third persons before or after the completion of services herein;
- d. Allegations that MSG is a generator, operator, treater, storer, transporter, arranger for transport, handler, or disposer under the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental, Response, Compensation and Liability Act (CERCLA) or any other federal, state or local law, regulation or ordinance.

MSG and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons or property to Hazardous Materials in any form at the Project site.

26. Third-Party Claims: All services provided by MSG are for the sole use and benefit of the Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG. However, in the case of a third-party claim, the Client will compensate MSG for services performed in defense of such claim unless the claim resulted from the negligent act, error or omission of MSG.

27. Violations of Law: The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from any and all violations of laws and/or failure to comply with governmental regulations, including but not limited to the Foreign Corrupt Practice Act (15 USC §78dd-1 et seq.), the False Claims Act (31 USC § 3729 et seq.), the Buy American Act (41 USC § 8301 et seq.) and the "Buy American" Provisions (Section 1605) of the American Recovery and Reinvestment Act (Pub. L. 111-5), to the extent caused by the Client or its contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

28. Confidentiality: MSG will hold in confidence any information about the Client's operations that would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information that is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given to Client.

- e. Where disclosure is required to comply with a professional code of conduct or ethics.
- f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

29. Dispute Resolution: In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and MSG shall endeavor to resolve claims, disputes and other matters in question during a meet and confer session. A meet and confer session shall be attended by the Client and MSG or their authorized representatives who shall have the authority to bind the parties. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in the Court of Common Pleas, Lucas County, Ohio. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

30. Suspension of Work: The Client may suspend services performed by MSG upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

MSG may suspend services if Client fails to make payments to MSG in accordance with Section 12 of this Agreement or fails to meet its other material responsibilities under this Agreement. Such failure shall be considered substantial nonperformance and cause for termination or, at MSG's option, cause for suspension of performance of services under this Agreement or as otherwise set forth in Section 12 hereof. In the event of a suspension of services, MSG shall have no liability to the Client for delay or damage because of such suspension of services. Before resuming services, MSG shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MSG's services. MSG's fees for the remaining services and the time schedules shall be equitably adjusted.

31. Termination for Default or Breach: Except as otherwise provided herein, in the event of a Default (as defined herein) by either party, the non-Defaulting or non-breaching party shall give written notice to the Defaulting party of the Defaulting party's obligation to cure the Default with diligence and promptness. If the Defaulting party fails to cure such Default within seven (7) days after receipt of written notice, then the other party without prejudice to other remedies it has, may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. For purposes of this Agreement, "Default" means (i) a party fails to perform any of its material duties or obligations under this Agreement, (ii) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a material breach of this Agreement or default, or (iii) a party files a petition or otherwise commences or authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has any such petition filed or proceeding commenced against it or its assets, or otherwise become bankrupt or insolvent, however evidenced, or be unable to pay its debts as they fall due.

32. Termination Without Cause. Client may terminate this Agreement at any time without cause upon providing at least fourteen (14) days prior written notice to MSG.

33. Assignment: The Client may not assign any of its rights or obligations under this Agreement, by operation of law or otherwise, without first obtaining MSG's written consent. Any attempt to assign the Client's rights or obligations under this Agreement in breach of this paragraph shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. MSG's consent to an assignment is contingent upon the Client's compliance with the following: prior to any assignment, the party proposing to assign its rights and responsibilities under this Agreement and that party's proposed assignee shall furnish to the other party reasonable evidence that arrangements have been made by the proposed assignee to fulfill the assigning party's obligations, including financial obligations, under this Agreement. If the non-assigning party has no reasonable objection to the proposed assignment, the proposing party may then assign the Agreement. Any expense incurred by MSG because of the assignment shall be considered as an additional service and compensated in accordance with this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

34. Waiver of Rights: The failure of either party to enforce any provision of these Terms shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

35. Headings: The headings contained herein are inserted for convenience only and do not define, limit, or construe the contents of the articles, sections, or subsections to which they refer.

36. Governing Law: The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of

law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the State of Ohio.

37. **Integration:** This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties.

38. **Severability:** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

39. **Survival:** All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

40. **Notice:** Any notice to MSG or Client that is required or permitted by this Agreement shall be in writing and shall be deemed

Updated as of January 1, 2022

effectively given to the other party when personally delivered, upon confirmation of receipt or upon sender's receipt of a read receipt when sent by e-mail to the MSG representative or Client representative expressly designated in the Proposal or Scope of Work, or upon actual receipt when mailed by first class postage prepaid, registered or certified mail, return receipt requested, or when sent by overnight courier service to the address expressly designated in the Proposal or Scope of Work, or to such other person or address as either party may otherwise specify in writing.

41. **Changes to these Terms:** MSG reserves the right, from time to time, to change these Terms in its sole and absolute discretion. The most current version of the Terms will supersede all previous versions and shall continue to be binding on the Client in its revised form.

42. **Conflict:** In the event of a conflict between the Proposal or Scope of Work and these Terms, then these Terms shall control unless otherwise expressly identified or designated in the Proposal or Scope of Work as controlling.



Outlook

FW: Brookpark Road Resurfacing - Updated Ordinance Information

From Tony D'Amico <tdamico@cityofbrookparkohio.gov>

Date Mon 9/28/2026 2:01 PM

To Carol Johnson <CJohnson@cityofbrookpark.com>

 2 attachments (391 KB)

Brookpark Road Resurfacing Ordinance Packet.pdf; Brookpark Road Resurfacing Ord PID 113598.doc;

CITY OF BROOK PARK, OHIO

ORDINANCE NO. _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR, TO EXECUTE THE
PRELIMINARY LEGISLATION AND TO ENTER INTO AN
AGREEMENT BETWEEN THE CITY OF BROOK PARK AND
THE OHIO DEPARTMENT OF TRANSPORTATION, FOR THE
CUY SR 017 04.43 (BROOKPARK ROAD RESURFACING)
PROJECT (PID 113598),
AND DECLARING AN EMERGENCY

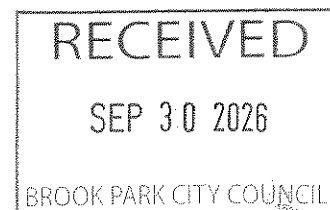
WHEREAS, the City Council has determined that it is in the best interest of the City of Brook Park to execute the preliminary participatory legislation and to enter into an agreement between the City of Brook Park and The Ohio Department of Transportation for the CUY SR 017 04 .43 (Brookpark Road Resurfacing) Project (PID 113598).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOK PARK, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1: The Mayor is hereby and herein authorized to execute the preliminary participatory legislation (**Exhibit A**) and to enter into an agreement (**Exhibit B**) between the City of Brook Park and the Ohio Department of Transportation for the CUY IR 071/VAR 08.84 Brook Park Project (PID 125149) in the City of Brook Park as delineated in **Exhibits A and B** attached hereto and made a part hereof as if fully rewritten, as well as any other agreements necessary to develop and construct the Project.

SECTION 2: The money needed to complete the aforesaid transaction shall be paid from the State Highway Improvement Fund No. 241, theretofore appropriated or to be appropriated for said purpose.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.



SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, in order to authorize the timely execution of the participatory legislation and agreement as soon as possible, therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.



DIRECTOR OF LAW

PRELIMINARY LEGISLATION

(LPA-ODOT-Let Project Agreement)
(PARTICIPATORY)

Ordinance/Resolution # : _____

PID No. : 113598

County/Route/Section: CUY SR 017 04.43

Agreement No: 44516

The following is a/an _____ enacted by the _____ of _____
(~~Motion/Ordinance/Resolution~~) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the STATE has determined the need for the described project:

Resurface Brookpark Road (SR-17) from west of Rocky River Drive (SR-237) to West 130th Street in the City of Brook Park. Work may include small portions of Cleveland and Parma.

NOW THEREFORE, be it ordained by the City of Brook Park of Cuyahoga County, Ohio.
(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The LPA agrees to participate in the cost of the project. The LPA agrees to assume and contribute the entire cost and expense of the improvement less the amount of federal aid funds set aside by the Director of Transportation for the financing of this improvement for funds allocated by the Federal Highway Administration, United States Department of Transportation.

The City agrees to assume and bear one hundred percent (100%) of the cost of preliminary engineering, right-of-way, and environmental documentation.

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further, the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION IV Authority to Sign

The LPA hereby authorizes _____ Mayor _____ of said _____ City of Brook Park _____ to
(Signature authority) (LPA-or its division, department or agency)
enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to
complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the
preliminary engineering phase of the Project.

Upon request of ODOT, the Mayor is also empowered to execute any appropriate documents to
(Signature authority)
affect the assignment of all rights, title, and interests of the City of Brook Park to ODOT arising from any
(LPA)
agreement with its consultant to allow ODOT to direct additional or corrective work, recover damages due to errors
or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain

7/24/2026

PID No.: 113598

the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VII-Emergency measure
(as applicable)

The _____ is hereby declared to be an emergency measure to expedite the highway project and
(~~Motion~~/Ordinance/~~Resolution~~)
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2_____.
(Date)

Attested: _____
(Clerk)

(Contractual Agent of LPA – title)

Edward Orcutt, Mayor

7/24/2026

PID No.: 113598

**CERTIFICATE OF COPY
STATE OF OHIO**

City of Brook Park of Cuyahoga County, Ohio
(LPA)

I, Carol Johnson, as Clerk of the City of Brook Park
(LPA)
of Cuyahoga County, Ohio, do hereby certify that the foregoing is a true and correct copy of
_____ adopted by the legislative Authority of the said
(~~Motion~~/Ordinance/~~Resolution~~)
City of Brook Park on the _____ day of _____, 2_____.
(LPA)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____ 2_____.

SEAL

Carol Johnson

(Clerk)

City of Brook Park of Cuyahoga County, Ohio
(LPA)

(If the LPA is designated as a City, then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

Agreement Number: **44516**

PID Number: **113598**

County-Route-Section: **CUY SR 017 04.43**

SAM Unique Entity ID: **EKFLHA8W56U9**

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation (ODOT), 1980 West Broad Street, Columbus, Ohio 43223, and the **City of Brook Park, 6161 Engle Road, Brook Park, Ohio 44142 (LPA)**.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 **PID 113598 CUY SR 017 04.43 (PROJECT)** is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 - Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
- 23 USC § 112 Letting of Contracts

- 40 USC §§ 1101-1104, – “Selection of Architects and Engineers”
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures

- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

- 3.1 The total cost for the PROJECT associated with Federal funds is estimated to be **\$2,800,000.00**.

ODOT shall provide to the LPA **80** percent of the eligible costs, utilizing Spending Authority Code (SAC) 4PF7 SYSTEM PRESERVATION (Assistance Listing Number: 20.287 Surface Transportation Block Grant Program,) up to a maximum of **\$2,240,000.00** in Federal funds in the All phase(s)/subphase(s). The funding **does not** include **Toll Revenue Credit or Credit Bridge** at **0** percent, up to a maximum of **\$0.00**. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager

- 3.2 If after execution of this Agreement, FHWA notifies ODOT that the ALN for the PROJECT is different than the ALN listed in 3.1 above, ODOT shall change the ALN to comply with the requirements of 2 CFR 200.332 and provide notice in writing or by email of the new ALN pursuant to 15.1 of this Agreement.
- 3.3 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.
- 3.4 The LPA **is not** administering the Federally funded **Construction Contract/Construction Inspection** phase(s)/subphase(s) of the PROJECT and is therefore considered a **beneficiary of Federal funds and is not responsible for reporting the applicable Federal expenditures on their Schedule of Expenditures of Federal Award**.
- 3.5 The LPA shall be responsible for the cost of all change orders or extra work contracts that it is notified of in 9.2 below. The LPA shall remit payment within thirty (30) days of receipt of an invoice regardless of any balance the LPA has on deposit with ODOT.
- 3.6 Payment or reimbursement to the LPA shall be submitted to:

City of Brook Park

6161 Engle Road
Brook Park, Ohio 44142

4. PROJECT DEVELOPMENT

- 4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, R/W acquisition, utility relocation and other processes as set out in ODOT's Design Reference Resource Center, available on ODOT's website <https://www.transportation.ohio.gov/working/publications>. Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

PDP Phase	Activity	LPA	ODOT	Commentary
Planning	All	X		ODOT to provide coordination as needed. ODOT will program the project in Ellis and get the project added to the STIP.
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 5.2.
	Cost Estimates	X		LPA/Consultant shall prepare a project estimate
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 5 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.

	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement (PI)	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 7 for detailed requirements.
	Utility Relocation		X	Refer to Section 7.6 for additional details. [Change the responsibility for Utility Relocation to the LPA and revise Section 7.6 accordingly if the LPA will be responsible]
	Railroad Coordination and Agreements		X	Refer to Section 7.8 for additional details.
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Endangered Species Mitigation	X		ODOT is responsible for Endangered Species Act mitigation requirements (bat mitigation) and the needed mitigation for ESA impacts.
	Stream and Wetland Mitigation	X		The LPA is responsible for obtaining the necessary stream and wetland mitigation. This is typically acquired through mitigation bank or in-lieu fee credit purchases
	PI	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee

	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	PI	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.
- 4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 General Requirements

- A. In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act.
- B. Whichever party obtains the Project's environmental clearance or permit shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
- C. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of NEPA.

5.2 Use of ODOT Consultant Agreements

ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use.

6. CONSULTANT SELECTION AND ADMINISTRATION

6.1 General Requirements

- A. The LPA must select a consultant/ consultant team who is prequalified by ODOT for all services to be performed by the consultant(s) and subconsultant(s).
- B. The LPA consultant agreement must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition." as a contract document.
- C. The LPA consultant agreement shall require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1600.
- D. The LPA consultant agreement shall require ongoing consultant involvement during the construction phase of the PROJECT.
- E. The LPA consultant agreement shall require a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. The LPA consultant agreement shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT and shall execute the Conflict of Interest Disclosure Form specifying that there is no conflict of interest.
- I. If Federal funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, ORC 153.65 through 153.71 and Sections 6.2 and 16.3 below in the selection of consultants and must administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in ORC 153.65(C) and 5526.01 include the practice of engineering including inspection of construction, the practice of surveying, the practice of architecture including landscape architecture, the evaluation of environmental impacts, the acquisition of R/W, and administration of construction contract claims.

- 6.2 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [Consultant Services | Ohio Department of Transportation](#).

7. RIGHT-OF-WAY/UTILITIES/RAILROAD COORDINATION

- 7.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies and procedures issued by ODOT.

- 7.2 If existing and/or newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who performs real estate functions shall be qualified to perform the work. If the LPA does not have the qualified staff to perform any of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the Appraisal and Appraisal Review functions. Appraisal Review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 7.3 All Relocation Assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and rules, policies and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the Relocation and Relocation Review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 7.4 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 7.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated, or accounted, for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right-of-Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act and, as appropriate, certify compliance to FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 7.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in ODOT's Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 7.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 7.1 and 7.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI of the Uniform Act requirements are included in the instrument which transfers the property. Consistent with sections 7.1 and 7.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 7.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 7.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

8. ADVERTISING, SALE, AND AWARD

- 8.1 ODOT will prepare the State's estimate and manage the advertising, sale, and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

9. CONSTRUCTION CONTRACT ADMINISTRATION

- 9.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and its consultants shall respond promptly to requests for information or other construction issues
- 9.2 ODOT shall not approve a change order or extra work contract until it gives notice, in writing, to the LPA.
- 9.3 The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.
- 9.4 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

10. CERTIFICATION AND RECAPTURE OF FUNDS

- 10.1 This Agreement is subject to ODOT's determination that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management (OBM), as required by ORC 126.07. If ODOT determines that insufficient funds have been appropriated for the purpose of this Agreement or if the OBM fails to certify the availability of funds, this Agreement, or any renewal thereof, will terminate on the date funding expires.
- 10.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, which will be due immediately. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

11. NONDISCRIMINATION

- 11.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 11.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 11.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

12. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 12.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 12.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 12.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

13. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 13.1 Neglect by or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 13.2 through 13.4 of this Agreement.
- 13.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 13.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultant(s) and/or contractor(s). Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 13.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 13.5 This Agreement and the obligation of the parties herein may be terminated by either party with thirty (30) days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 13.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

14. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 14.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC126.30.
- 14.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees, or agents in the performance of the LPA's obligations made or agreed to herein.
- 14.3 If an LPA pursues legal action against any utility for costs incurred due to delay in removal, relocation or abandonment in place, the LPA is entitled to be reimbursed from any settlement or award all attorney fees and costs incurred while preparing for litigation.

15. NOTICE

- 15.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Edward Orcutt, Mayor	John P. Picuri, P.E, P.S., MBA, <i>District Deputy Director</i>
City of Brook Park	Ohio Department of Transportation
6161 Engle Road	5500 Transportation Blvd
Brook Park, Ohio 44142	Garfield Heights, Ohio 44125

16. GENERAL PROVISIONS

- 16.1 *Financial Reporting and Audit Requirements:* If one or more phases of this Agreement include a sub-award of Federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-Federal entities, including ODOT's LPA subrecipients, that have aggregate Federal award expenditures from all sources of \$1,000,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or R/W phases of the PROJECT must track these payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Award (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are

reported when the activity related to the Federal award occurs.¹ Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 16.2 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 16.3 *Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 16.4 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 16.5 *Trade:* Pursuant to the Federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquires any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

¹ Per 2 CFR §200.502

- 16.6 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. § 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 16.7 *Debarment:* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC. 125.25 or 153.02 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 16.8 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 16.9 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 16.10 *Merger and Modification:* This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 16.11 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 16.12 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 16.13 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

Agreement Number: **44516**

PID Number: **113598**

County-Route-Section: **CUY SR 017 04.43**

SAM Unique Entity ID: **EKFLHA8W56U9**

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:

CITY OF BROOK PARK, OHIO

Ordinance No. _____

Introduced By: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE EXPENDITURE FOR IMPROVEMENTS TO
JAMES E. CAVANAUGH AND MCGOVERN PARKS, AND DECLARING AN
EMERGENCY.

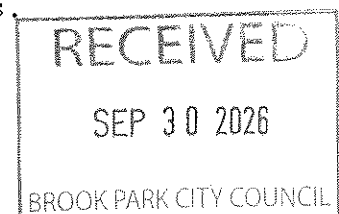
WHEREAS, James E. Cavanaugh, and McGovern Parks are vital public recreational facilities serving the residents of the City of Brook Park and providing opportunities for recreation, community activities, outdoor gatherings, and family use; and,

WHEREAS, the City of Brook Park seeks to make necessary improvements and enhancements to James E. Cavanaugh Park and McGovern Parks in order to maintain, improve, and beautify the facility for continued public use; and,

WHEREAS, the City has identified funding for improvements to James E. Cavanaugh Park and McGovern Parks , including improvements to the park's recreational amenities, landscaping, picnic areas, playground areas, and other necessary improvements; and,

WHEREAS, the City desires to authorize the expenditure of funds necessary to complete the proposed improvements and enhancements to James E. Cavanaugh Park and McGovern Parks ; and,

WHEREAS, the City has determined that the proposed improvements are in the best interest of the residents of the City of Brook Park and will enhance the availability, appearance, safety, and enjoyment of the park for residents and visitors.



NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
BROOK PARK, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

SECTION 1: The purpose of this Ordinance is to authorize the expenditure of funds for improvements, renovations, beautification, and enhancements to James E. Cavanaugh Park and McGovern Parks , located within the City of Brook Park, including, but not limited to, improvements to recreational amenities, landscaping, picnic areas, playground areas, park facilities, and other related improvements deemed necessary by the City.

SECTION 2: The total expenditure authorized under this Ordinance shall not exceed \$341,763.46, Additional grants have been acquired under, and solely for Cavanaugh Park. Those are the following: Senator Tom Patton \$100,000.00, additionally, Cuyahoga County Developmental Block Grant for \$48,842.98. Funding shall be taken from #401 Capital Improvements, as determined by the Finance Director.

SECTION 3: McGovern Park total needed is \$177,551.11, for a total sum of \$192,920.48. Funding shall be taken from #401 Capital Improvements, as determined by the Finance Director. Any proposal, quotation, bid, contract, or supporting documentation related to the project is attached hereto and incorporated herein as Exhibits A,B,C,D.Improvements.

SECTION 4: The Mayor, or the Mayor's designee, is authorized to enter into all agreements and execute all documents necessary for the completion of the improvements authorized herein, subject to applicable City procedures and requirements.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in full compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare of the City of Brook Park, and to allow for the timely planning, procurement, and completion of improvements to James E. Cavanaugh Park and McGovern Parks . Therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.

DIRECTOR OF LAW

QUOTE

109311-01-07 • 08/26/2026



A PLAYCORE Company

Brook Park - James E Cavanaugh Park 2026 GT Matching Funds Rev 1



Customer:

Brook Park, City of
Elm Ave
Brook Park, OH 44142
United States
Ship to Zip: 44106

Prepared for:

Chris Wetmore
cwetmore@cityofbrookpark.com

Prepared by:

DWA Recreation
P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
1	RDU	GameTime - Gametime 5-12 Play Structure (TBROOKPARK_JAMESECAVANAUGHR1)	\$132,529.00	\$132,529.00
1	RDU	GameTime - Gametime 2-5 Play Structure (TBROOKPARK_JAMESECAVANAUGHR1)	\$47,131.00	\$47,131.00
1	RDU	GameTime - 3.5" Primetime Swing Frame Equipped with the following: (3) Belt Seats (1) Zero-G (5-12) (1) Tot Seat (1) Expression Swing w/ Tot seat	\$9,200.00	\$9,200.00
1	3274	GameTime - Sensory Wave Seat	\$2,932.00	\$2,932.00

Contract: OMNIA #2017001134

Sub Total	\$191,890.07
Discount	(\$91,967.72)
Freight	\$2,140.00
Grand Total	\$102,062.35

Comments

Pricing based off applying and being awarded 2026 GameTime Grant
Pricing based off receiving a check, due at the time order

Pricing does not include installation of safety surfacing.
Installation and safety surfacing noted on Quote 109311-01-08

QUOTE

109311-01-07 • 08/26/2026



2026 Matching Funds Playground Grant Terms:

The above contract allowance is available through GameTime's "2026 Playground Grant" program and **represents a 100% Matching Fund Grant** for the play structure/s quoted. The 100% Matching Funds are contingent upon supplying payment (check or cash or ACH) for the equipment in full at the time the order is placed. Inability to provide payment will result in 65% Matching Funds in lieu of the 100% Matching Funds.

This grant is only valid for GameTime Modular or Pre-Designed play structures in the PowerScape, PrimeTime, IONiX and Xscape, Modern City, Towers, KidCourse, Thrive, Challenge Course, and the Stadium product lines. GFRC Landmark Design, Play Trails, TuffForms, Freestanding products are not eligible for Matching Funds - even when attached to a qualifying play structure. Funding does NOT apply to Freestanding structures, VistaRope, VistaRope Hybrids or other independent net structures, TuffForms, (GFRC or GFRP), Landmark Design, GT Symphony freestanding or other Freestanding products or PlayOn! non-system events. Please see the Grant Brochure for complete terms and conditions governing the grant program. No other offers, discounts or special/purchasing programs may be combined with this grant program.

The 2026 Playground Grant program payments must be made payable to GameTime. Payments made payable to DWA Recreation, Inc. are not eligible for the matching grant program.

The 2026 Playground Grant has been extended, all GRANT orders need to be placed no later than October 24th, 2026 and all documentation is needed when placing an order. Orders must ship by December 31st, 2026.

OMNIA Partners Contract Number: 2017001134

To order:

Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Omnia Partners Purchase Orders must be made out to:

PlayCore Wisconsin Inc. dba GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

Shipping Time: Estimated Ship time is 10-12 weeks for certain items on this quote. Please verify current lead time when placing order. Allow 7-10 days for actual transit time.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

QUOTE

109311-01-07 • 08/26/2026



Exclusions:

"Unless otherwise indicated in the pricing issued above, this quotation does NOT include the cost(s) or fee(s) associated with (and thusly, DWA Recreation, Inc. & its subcontractors do not anticipate provision of) the following:

- *any/all registrations, e.g. Vendor or Contractor Registrations with local City and/or County*
- *any/all professional licensing, e.g. occupational licensing with local City and/or County*
- *any/all permitting, e.g. building or zoning permits*
- *lift-gate service by courier at time of delivery*
- *acceptance of delivery and offloading by DWA Recreation, Inc., or its subcontractors*
- *any/all waste management services, e.g. provision of a dumpster*
- *any/all site restoration, e.g. removal of spoils, rough grading, seeding and/or other reclamation*
- *any/all inspections*

"Unless otherwise indicated, labor rates on installation are NOT figured at Prevailing Wage or Davis-Bacon mandate wage rates. Please contact your DWA Sales Representative if Prevailing Wage/Davis-Bacon rates will apply, or if any of the above mentioned items should be supplied by DWA Recreation, Inc."

We are NOT responsible for building permits and/or any other fees, including hauling away of spoils or reclamation of disturbed areas unless otherwise indicated on quote.

Installation Terms:

- The above pricing is based on installation over natural earth and does not include any site work, unless otherwise noted on this quote.
- This pricing does include receiving and storage of the equipment prior to installation.
- Any existing wood chips, asphalt, or playground equipment, in the area where the new structure will be located, must be removed by the owner unless otherwise noted on this quote.
- The play area site would need to be level prior to installation.
- An area will need to be provided for the disposal of excess dirt created when augering holes. Spoils to be left on site unless otherwise noted.
- Access to a dumpster will need to be provided for the disposal of packaging materials and old equipment (if applicable).
- The above pricing is based on non-prevailing wage rates unless otherwise noted.

Please note, you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

Owner is responsible for verifying and marking all private underground utilities locations prior to installation.

QUOTE

109311-01-07 • 08/26/2026



GameTime Standard Colors

- Accent / Basic / Metal Colors: Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Periwinkle, Blue, Sky Blue, Sea Mist, Azure, Ocean, Spring Green, Chartreuse, Ice Mint, Ice Butter, Sage, Green, Dark Green, Bronze, Brown, Beige, Champagne, Vanilla, White, Metallic, Starlight, Black
- Deck Colors: Blue, Brown, Chocolate, Gray
- Plastic Colors: Yellow, Orange, Red, Green, Chartreuse, Spring Green, Azure, Sky Blue, Blue, Periwinkle, Royal Purple, Burgundy, Brown, Beige, Champagne
- HDPE Colors: Yellow, Orange, Red, Green, Spring Green, Sky Blue, Blue, Purple, Burgundy, Brown, Beige, Dolphin Gray, Black
- 2 Color HDPE: Yellow/Black, Orange/White, Red/White, Green/White, Spring Green/White, Azure/White, Sky Blue/White, Blue/White, Purple/White, Burgundy/White, Brown/White, Beige/Green, White/Black, Gray/Black, Black/White
- Shade Fabric: Sun Blaze, Orange, Yellow, Forest Green, Bottle Green, Lime, Dove Blue, Turquoise, True Blue, Navy Blue, Purple, Royal Purple, Deep Ochre, Brown, Cedar, Latte, Beige, Cream, Silver, Charcoal
- Special Rock: Sandstone, Deep Granite
- Wallcano Handholds: Red, Green, Blue, Beige
- Site Recycled Plastic Lumber: Gray, Tudor, Sand
- VistaRope Standard: Yellow, Sky Blue, Brown, Natural, Black
- VistaRope Custom: Red/Black, Red/Sky Blue, Sky Blue/Yellow, Green/Black

Actual colors may vary from printed or digital representations. Sample materials available upon request. For a visual reference of available color options, please view the GameTime Color Sheet at the following link:

<https://dwarec.box.com/s/1le61tn02ynwhpyr5nnqdlbuwbgl80wZ>

You may view Additional Color options and pre-designed play palettes on GameTime's website:

<https://www.gametime.com/resources/color-wizard>

Please indicate desired color palette: _____

OR

Custom Color Selection:

Metal Uprights (Basic): _____

Metal Accents: _____

Roto Plastic: _____

HDPE: _____

2-Color HDPE: _____

Decks: _____

Rock: _____

Rope: _____

Shade: _____

QUOTE

109311-01-07 • 08/26/2026



Bill To:

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

(For Accounts Payable)

Cell Phone: _____

Email: _____

Fax _____

Ship To:

☐ Same as Bill To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

(For Delivery)

Email: _____

Fax _____

Project/Site Location:

☐ Same as Bill To ☐ Same as Ship To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

Email: _____

QUOTE

109311-01-07 • 08/26/2026



Purchasing Information:

Purchase Amount: **\$102,062.35**

Sales Tax Exemption Certificate #: _____

P.O. No: _____

Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.

Acceptance of quotation:

Please Initial:

_____ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

_____ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

_____ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): _____ Date: _____

Accepted By (signature): _____

Title: _____

Phone Number: _____ Email: _____

Quote prepared by: Taylor Kolanko

Sales Representative: Taylor Kolanko - taylorlk@dwarec.com - 330-206-5453

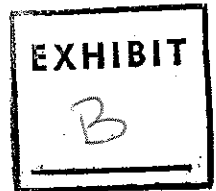
QUOTE

109311-01-08 • 08/26/2026



A PLAYCORE Company

Brook Park - James E Cavanaugh Park 2026 GT Matching Funds Rev 1 Surfacing & Installation



Customer:

Brook Park, City of
Elm Ave
Brook Park, OH 44142
United States

Ship to Zip: 44106

Prepared for:

Chris Wetmore
cwetmore@cityofbrookpark.com

Prepared by:

DWA Recreation
P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

Quantity	Part #	Description	Unit Price	Amount
1	EWf-12	GT-Impax - 5,920 Sq Ft (293 CY) of Engineered Wood Fiber at a 12" Compacted Depth	\$7,040.00	\$7,040.00
1	RDU	GameTime - Installation based on the following: <u>DWA Recreation responsible for the following:</u> - Take delivery of equipment and store, prior to installation - Contact OUPS811 - "Call Before You Dig" - Installation of playground structures - Installation of swings - Installation of freestanding equipment - Provide and install geotextile weed preventer fabric - Installation of engineered wood fiber (EWf) safety surfacing Non-prevailing wage rates Dirt spoils to be left on site <u>Owner and/or General Contractor responsible for the following:</u> - Mark private utilities - Removal of existing equipment, including concrete footers - Excavation of area to proper depth for safety surfacing - Haul away of excavated dirt spoils - Haul away of augured dirt spoils - Site restoration, as needed Pricing does NOT include permits/registration Pricing does NOT include contractor	\$55,110.00	\$55,110.00

Contract: OMNIA #2017001134

Sub Total	\$62,150.00
Grand Total	\$62,150.00

Comments

Pricing does not include equipment
Equipment noted on Quote 109311-01-07

QUOTE

109311-01-08 • 08/26/2026



2026 Matching Funds Playground Grant Terms:

The above contract allowance is available through GameTime's "2026 Playground Grant" program and **represents a 100% Matching Fund Grant** for the play structure/s quoted. The 100% Matching Funds are contingent upon supplying payment (check or cash or ACH) for the equipment in full at the time the order is placed. Inability to provide payment will result in 65% Matching Funds in lieu of the 100% Matching Funds.

This grant is only valid for GameTime Modular or Pre-Designed play structures in the PowerScape, PrimeTime, IONiX and Xscape, Modern City, Towers, KidCourse, Thrive, Challenge Course, and the Stadium product lines. GFRC Landmark Design, Play Trails, TuffForms, Freestanding products are not eligible for Matching Funds - even when attached to a qualifying play structure. Funding does NOT apply to Freestanding structures, VistaRope, VistaRope Hybrids or other independent net structures, TuffForms, (GFRC or GFRP), Landmark Design, GT Symphony freestanding or other Freestanding products or PlayOn! non-system events. Please see the Grant Brochure for complete terms and conditions governing the grant program. No other offers, discounts or special/purchasing programs may be combined with this grant program.

The 2026 Playground Grant program payments must be made payable to GameTime. Payments made payable to DWA Recreation, Inc. are not eligible for the matching grant program.

The 2026 Playground Grant has been extended, all GRANT orders need to be placed no later than October 24th, 2026 and all documentation is needed when placing an order. Orders must ship by December 31st, 2026.

OMNIA Partners Contract Number: 2017001134

To order:

Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Omnia Partners Purchase Orders must be made out to:

PlayCore Wisconsin Inc. dba GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

Shipping Time: Estimated Ship time is 10-12 weeks for certain items on this quote. Please verify current lead time when placing order. Allow 7-10 days for actual transit time.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

QUOTE

109311-01-08 • 08/26/2026



Exclusions:

"Unless otherwise indicated in the pricing issued above, this quotation does NOT include the cost(s) or fee(s) associated with (and thusly, DWA Recreation, Inc. & its subcontractors do not anticipate provision of) the following:

- any/all registrations, e.g. Vendor or Contractor Registrations with local City and/or County
- any/all professional licensing, e.g. occupational licensing with local City and/or County
- any/all permitting, e.g. building or zoning permits
- lift-gate service by courier at time of delivery
- acceptance of delivery and offloading by DWA Recreation, Inc., or its subcontractors
- any/all waste management services, e.g. provision of a dumpster
- any/all site restoration, e.g. removal of spoils, rough grading, seeding and/or other reclamation
- any/all inspections

"Unless otherwise indicated, labor rates on installation are NOT figured at Prevailing Wage or Davis-Bacon mandate wage rates. Please contact your DWA Sales Representative if Prevailing Wage/Davis-Bacon rates will apply, or if any of the above mentioned items should be supplied by DWA Recreation, Inc."

We are NOT responsible for building permits and/or any other fees, including hauling away of spoils or reclamation of disturbed areas unless otherwise indicated on quote.

Installation Terms:

- The above pricing is based on installation over natural earth and does not include any site work, unless otherwise noted on this quote.
- This pricing does include receiving and storage of the equipment prior to installation.
- Any existing wood chips, asphalt, or playground equipment, in the area where the new structure will be located, must be removed by the owner unless otherwise noted on this quote.
- The play area site would need to be level prior to installation.
- An area will need to be provided for the disposal of excess dirt created when augering holes. Spoils to be left on site unless otherwise noted.
- Access to a dumpster will need to be provided for the disposal of packaging materials and old equipment (if applicable).
- The above pricing is based on non-prevailing wage rates unless otherwise noted.

Please note, you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

Owner is responsible for verifying and marking all private underground utilities locations prior to installation.

QUOTE

109311-01-08 • 08/26/2026



A PLAYCORE Company

GameTime Standard Colors

- Accent / Basic / Metal Colors: Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Periwinkle, Blue, Sky Blue, Sea Mist, Azure, Ocean, Spring Green, Chartreuse, Ice Mint, Ice Butter, Sage, Green, Dark Green, Bronze, Brown, Beige, Champagne, Vanilla, White, Metallic, Starlight, Black
- Deck Colors: Blue, Brown, Chocolate, Gray
- Plastic Colors: Yellow, Orange, Red, Green, Chartreuse, Spring Green, Azure, Sky Blue, Blue, Periwinkle, Royal Purple, Burgundy, Brown, Beige, Champagne
- HDPE Colors: Yellow, Orange, Red, Green, Spring Green, Sky Blue, Blue, Purple, Burgundy, Brown, Beige, Dolphin Gray, Black
- 2 Color HDPE: Yellow/Black, Orange/White, Red/White, Green/White, Spring Green/White, Azure/White, Sky Blue/White, Blue/White, Purple/White, Burgundy/White, Brown/White, Beige/Green, White/Black, Gray/Black, Black/White
- Shade Fabric: Sun Blaze, Orange, Yellow, Forest Green, Bottle Green, Lime, Dove Blue, Turquoise, True Blue, Navy Blue, Purple, Royal Purple, Deep Ochre, Brown, Cedar, Latte, Beige, Cream, Silver, Charcoal
- Special Rock: Sandstone, Deep Granite
- Wallcano Handholds: Red, Green, Blue, Beige
- Site Recycled Plastic Lumber: Gray, Tudor, Sand
- VistaRope Standard: Yellow, Sky Blue, Brown, Natural, Black
- VistaRope Custom: Red/Black, Red/Sky Blue, Sky Blue/Yellow, Green/Black

Actual colors may vary from printed or digital representations. Sample materials available upon request. For a visual reference of available color options, please view the GameTime Color Sheet at the following link:

<https://dwarec.box.com/s/1le61tn02ynwhpyr5nnqdlbuwbgl80w7>

You may view Additional Color options and pre-designed play palettes on GameTime's website:

<https://www.gametime.com/resources/color-wizard>

Please indicate desired color palette: _____

OR

Custom Color Selection:

Metal Uprights (Basic): _____

Metal Accents: _____

Roto Plastic: _____

HDPE: _____

2-Color HDPE: _____

Decks: _____

Rock: _____

Rope: _____

Shade: _____

QUOTE

109311-01-08 • 08/26/2026



A PLAYCORE Company

Bill To:

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

(For Accounts Payable)

Cell Phone: _____

Email: _____

Fax: _____

Ship To:

☐ Same as Bill To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

(For Delivery)

Email: _____

Fax: _____

Project/Site Location:

☐ Same as Bill To ☐ Same as Ship To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

Email: _____

QUOTE

109311-01-08 • 08/26/2026



Purchasing Information:

Purchase Amount: **\$62,150.00**

Sales Tax Exemption Certificate #: _____

P.O. No: _____

Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.

Acceptance of quotation:

Please Initial:

_____ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

_____ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

_____ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): _____ Date: _____

Accepted By (signature): _____

Title: _____

Phone Number: _____ Email: _____

Quote prepared by: Taylor Kolanko

Sales Representative: Taylor Kolanko - taylorlork@dwarec.com - 330-206-5453

QUOTE

109455-01-01 • 07/30/2026



A PLAYCORE Company

City of Brook Park - 2026 GameTime Grant - McGovern Park - Ages 2-5 Playground & Ages 5-12 Zip Line

**Customer:**

Brook Park, City of
Middlebrook Blvd
Brook Park, OH 44142
United States

Ship to Zip: 44601

Prepared for:

Chris Wetmore
cwetmore@cityofbrookpark.com

Prepared by:

DWA Recreation
P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
1	RDU	GameTime - Gametime 2-5 Play Structure (TBROOKPARK_MCGOVERN_AGES_2-5)	\$146,198.00	\$146,198.00
1	91863	GameTime - SkyRun Zip Track 50ft Zero G & Zip Dbl	\$41,866.00	\$41,866.00
2	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$745.00	\$1,490.00

Contract: OMNIA #2017001134

Sub Total	\$189,652.07
Discount	(\$80,035.96)
Freight	\$4,700.00
Grand Total	\$114,316.11

Comments

Pricing based off applying and being awarded 2026 GameTime Grant
Pricing based off receiving a check, due at the time order

Pricing does not include installation of safety surfacing.
Installation and safety surfacing noted on Quote 109455-01-02

QUOTE

109455-01-01 • 07/30/2026



2026 Matching Funds Playground Grant Terms

The contract allowance shown above is available through GameTime's **2026 Playground Grant Program** and represents a **100% Matching Funds Grant** for the qualifying play structure(s) included in this quotation.

To qualify for the 100% Matching Funds Grant, **payment in full (check, ACH, or other approved payment method) must accompany the equipment order at the time the order is placed.** If payment in full cannot be provided, the project may instead qualify for up to **65% Matching Funds**, subject to the terms and conditions of the GameTime Playground Grant Program.

This 100% Matching Funds Grant applies only to qualifying GameTime play systems within the **PowerScope®** (including Aventus®, Altus®, and Spire® Towers), **PrimeTime®** (including Odyssey®), **Xscape®**, and **Modern City®** product lines. Freestanding play products, VistaRope®, VistaRope® Hybrid structures, TuffForms®, Play Trails, GFRC or GFRP Landmark Design products, GT Symphony® Freestanding products, PlayOn!® non-system events, and other non-qualifying products **are not eligible for Matching Funds**, even when included with an otherwise qualifying play structure. Please refer to the current GameTime Playground Grant Program brochure for complete program terms, conditions, and eligibility requirements. This grant program may not be combined with any other offer, discount, cooperative purchasing program, or special pricing program.

To qualify for the 2026 Playground Grant Program, all grant payments must be made payable directly to **GameTime**. Payments made payable to **DWA Recreation, Inc.** are not eligible for the Matching Funds Grant Program.

The **2026 Playground Grant Program ends on October 23, 2026**. All grant orders must be accepted by GameTime no later than this date. Equipment must ship by **December 31, 2026**, subject to transportation availability.

Payment Terms:

- Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at the time of order via check or Electronic Funds Transfer (ACH or wire), and consisting only of items shipping from Fort Payne, AL, are eligible for a three percent (3%) cash with order discount.
 - This discount does not apply to safety surfacing materials.
- Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee assessed on the amount of your payment. This fee will appear as a separate line item and will be included in the total amount charged to your credit card. You may instead pay by check, ACH, or wire without additional fees.
- Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager.
- A completed credit application must be submitted and approved before the order can be processed. Please allow a minimum of two business days for the credit review process.
- GameTime may also require a completed Project Information Sheet and copies of Payment and Performance Bonds, if applicable.
- A 1.5% per month finance charge will be imposed on all past-due invoices.
- Retainage is not accepted.
- Orders under \$5,000 require payment with the order.
- Equipment will be invoiced separately from other services and shall be payable before those services are performed and before project completion.

ACH Payment Security & Verification: DWA Recreation maintains strict payment verification and fraud-prevention protocols designed to protect customer funds and payment information. ACH account and routing information must be verified with an authorized customer representative prior to initiating payment. DWA may require a nominal verification transfer before processing the remaining balance. All transfer details will be confirmed with the customer before and after the transaction to ensure funds are transmitted accurately and securely. These procedures are intended to reduce the risk of unauthorized transactions, payment fraud, and misdirected funds. DWA Recreation will never rely solely on email to authorize or change ACH payment instructions.

Force Majeure: No Party to this Agreement shall be responsible for any delays, price increases, or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbance, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

QUOTE

109455-01-01 • 07/30/2026



To order:

Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Orders or Checks must be made out to:

PlayCore Wisconsin Inc. dba GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

Acceptance of Colors from 3D Rendering

Please initial here if ordering colors from 3D Rendering: _____

Please indicate desired color palette: _____

OR

Custom Color Selection:

Metal Uprights (Basic): _____

Metal Accents: _____

Roto Plastic: _____

HDPE: _____

2-Color HDPE: _____

Decks: _____

Rock: _____

Rope: _____

Shade: _____

QUOTE

109455-01-01 • 07/30/2026



A PLAYCORE Company

Bill To:

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

(For Accounts Payable)

Cell Phone: _____

Email: _____

Fax: _____

Ship To:

☐ Same as Bill To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

(For Delivery)

Email: _____

Fax: _____

Project/Site Location:

☐ Same as Bill To ☐ Same as Ship To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

Email: _____

QUOTE

109455-01-01 • 07/30/2026



Purchasing Information:

Purchase Amount: **\$114,316.11**

Sales Tax Exemption Certificate #: _____

P.O. No: _____

Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.

Acceptance of quotation:

Please Initial:

_____ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

_____ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

_____ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): _____ Date: _____

Accepted By (signature): _____

Title: _____

Phone Number: _____ Email: _____

Quote prepared by: Taylor Kolanko

Sales Representative: Taylor Kolanko - taylorlk@dwarec.com - 330-206-5453

QUOTE

109455-01-02 • 07/30/2026



A PLAYCORE COMPANY

City of Brook Park - 2026 GameTime Grant - McGovern Park - Ages 2-5 Area - Safety Surfacing & Installation



Customer:

Brook Park, City of
Middlebrook Blvd
Brook Park, OH 44142
United States

Ship to Zip: 44601

Prepared for:

Chris Wetmore
cwetmore@cityofbrookpark.com

Prepared by:

DWA Recreation
P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

Quantity	Part #	Description	Unit Price	Amount
1	EWf-12	GT-Impax - 4,635 Sq Ft (229 CY) of Engineered Wood Fiber at a 12" Compacted Depth	\$5,710.00	\$5,710.00
1	RDU	GameTime - Installation based on the following: <u>DWA Recreation Responsibilities:</u> - Take delivery of equipment and store, prior to installation - Contact OUPS811 - "Call Before You Dig" - Installation of playground structure - Installation of freestanding equipment - Provide and install geotextile weed preventer fabric - Installation of engineered wood fiber (EWf) safety surfacing <u>Additional Conditions:</u> Non-prevailing wage rates Installation pricing based on placement over natural earth (grass/dirt) Dirt spoils to be left on site, within ~200 LF of site <u>Owner and/or General Contractor Responsibilities:</u> - Mark private utilities - Pour new concrete walkway to ramped unit - Removal of existing equipment, including concrete footers - Excavation of area to proper depth for safety surfacing - Maintain/re-adjust perimeter containment border, as needed - Haul away of excavated dirt spoils - Haul away of augured dirt spoils - Site restoration, as needed Pricing does NOT include permits Pricing does NOT include contractor registration	\$57,525.00	\$57,525.00

Contract: OMNIA #2017001134

Sub Total \$63,235.00

Grand Total \$63,235.00

Comments

Pricing does not include equipment
Equipment noted on Quote 109455-01-02

QUOTE

109455-01-02 • 07/30/2026



2026 Matching Funds Playground Grant Terms

The contract allowance shown above is available through GameTime's **2026 Playground Grant Program** and represents a **100% Matching Funds Grant** for the qualifying play structure(s) included in this quotation.

To qualify for the 100% Matching Funds Grant, **payment in full (check, ACH, or other approved payment method) must accompany the equipment order at the time the order is placed.** If payment in full cannot be provided, the project may instead qualify for up to **65% Matching Funds**, subject to the terms and conditions of the GameTime Playground Grant Program.

This 100% Matching Funds Grant applies only to qualifying GameTime play systems within the **PowerScape®** (including Aventus®, Altus®, and Spire® Towers), **PrimeTime®** (including Odyssey®), **Xscape®**, and **Modern City®** product lines. Freestanding play products, VistaRope®, VistaRope® Hybrid structures, TuffForms®, Play Trails, GFRC or GFRP Landmark Design products, GT Symphony® Freestanding products, PlayOn!® non-system events, and other non-qualifying products **are not eligible for Matching Funds**, even when included with an otherwise qualifying play structure. Please refer to the current GameTime Playground Grant Program brochure for complete program terms, conditions, and eligibility requirements. This grant program may not be combined with any other offer, discount, cooperative purchasing program, or special pricing program.

To qualify for the 2026 Playground Grant Program, all grant payments must be made payable directly to **GameTime**. Payments made payable to **DWA Recreation, Inc.** are not eligible for the Matching Funds Grant Program.

The 2026 Playground Grant Program ends on **October 23, 2026**. All grant orders must be accepted by GameTime no later than this date. Equipment must ship by **December 31, 2026**, subject to transportation availability.

QUOTE

109455-01-02 • 07/30/2026



Payment terms:

- Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at the time of order via check or Electronic Funds Transfer (ACH or wire), and consisting only of items shipping from Fort Payne, AL, are eligible for a three percent (3%) cash with order discount.
 - This discount does not apply to safety surfacing materials.
- Payment via credit card: If you elect to pay by credit card, DWA Recreation charges a 2.50% processing fee assessed on the amount of your payment. This fee will appear as a separate line item and will be included in the total amount charged to your credit card. You may instead pay by check, ACH, or wire without additional fees.
- Credit terms are Net 30 days, subject to approval by the DWA Recreation Credit Manager.
- A completed credit application must be submitted and approved before the order can be processed. Please allow a minimum of two business days for the credit review process.
- DWA Recreation may also require a completed Project Information Sheet and copies of Payment and Performance Bonds, if applicable.
- A 1.5% per month finance charge will be imposed on all past-due invoices.
- Retainage is not accepted.
- **Orders under \$5,000 require payment with the order.**
- Equipment will be invoiced separately from other services and shall be payable before those services are performed and before project completion.

ACH Payment Security & Verification: DWA Recreation maintains strict payment verification and fraud-prevention protocols designed to protect customer funds and payment information. ACH account and routing information must be verified with an authorized customer representative prior to initiating payment. DWA may require a nominal verification transfer before processing the remaining balance. All transfer details will be confirmed with the customer before and after the transaction to ensure funds are transmitted accurately and securely. These procedures are intended to reduce the risk of unauthorized transactions, payment fraud, and misdirected funds. DWA Recreation will never rely solely on email to authorize or change ACH payment instructions.

Force Majeure: No Party to this Agreement shall be responsible for any delays, price increases, or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbance, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

OMNIA Partners Contract Number: 2017001134

To order:

Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Omnia Partners Purchase Orders must be made out to:

PlayCore Wisconsin Inc. dba GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.



QUOTE

109455-01-02 • 07/30/2026



Exclusions:

"Unless otherwise indicated in the pricing issued above, this quotation does NOT include the cost(s) or fee(s) associated with (and thusly, DWA Recreation, Inc. & its subcontractors do not anticipate provision of) the following:

- *any/all registrations, e.g. Vendor or Contractor Registrations with local City and/or County*
- *any/all professional licensing, e.g. occupational licensing with local City and/or County*
- *any/all permitting, e.g. building or zoning permits*
- *lift-gate service by courier at time of delivery*
- *acceptance of delivery and offloading by DWA Recreation, Inc., or its subcontractors*
- *any/all waste management services, e.g. provision of a dumpster*
- *any/all site restoration, e.g. removal of spoils, rough grading, seeding and/or other reclamation*
- *any/all inspections*

"Unless otherwise indicated, labor rates on installation are NOT figured at Prevailing Wage or Davis-Bacon mandate wage rates. Please contact your DWA Sales Representative if Prevailing Wage/Davis-Bacon rates will apply, or if any of the above mentioned items should be supplied by DWA Recreation, Inc."

We are NOT responsible for building permits and/or any other fees, including hauling away of spoils or reclamation of disturbed areas unless otherwise indicated on quote.

Installation Terms:

- The above pricing is based on installation over natural earth and does not include any site work, unless otherwise noted on this quote.
- This pricing does include receiving and storage of the equipment prior to installation.
- Any existing wood chips, asphalt, or playground equipment, in the area where the new structure will be located, must be removed by the owner unless otherwise noted on this quote.
- The play area site would need to be level prior to installation.
- An area will need to be provided for the disposal of excess dirt created when augering holes. Spoils to be left on site unless otherwise noted.
- Access to a dumpster will need to be provided for the disposal of packaging materials and old equipment (if applicable).
- The above pricing is based on non-prevailing wage rates unless otherwise noted.

Please note, you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

Owner is responsible for verifying and marking all private underground utilities locations prior to installation.

QUOTE

109455-01-02 • 07/30/2026



A PLAYCORE Company

Bill To:

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

(For Accounts Payable)

Cell Phone: _____

Email: _____

Fax: _____

Ship To:

☐ Same as Bill To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

(For Delivery)

Email: _____

Fax: _____

Project/Site Location:

☐ Same as Bill To ☐ Same as Ship To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

Email: _____

QUOTE

109455-01-02 • 07/30/2026



Purchasing Information:

Purchase Amount: **\$63,235.00**

Sales Tax Exemption Certificate #: _____

P.O. No: _____

Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.

Acceptance of quotation:

Please Initial:

_____ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

_____ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

_____ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): _____ Date: _____

Accepted By (signature): _____

Title: _____

Phone Number: _____ Email: _____

Quote prepared by: Taylor Kolanko

Sales Representative: Taylor Kolanko - taylorlork@dwarec.com - 330-206-5453

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: COUNCIL AS A WHOLE

AN ORDINANCE

PROVIDING FOR A SPECIAL ELECTION TO BE HELD MAY 4, 2027 FOR THE
POSITION OF AT-LARGE COUNCILMAN, AND DECLARING AN EMERGENCY.

WHEREAS, Councilman at-large Brian Poindexter tendered his resignation, effective September 30, 2026 and his term of office expires on December 31, 2027; and

WHEREAS, pursuant to the Charter of the City of Brook Park, Section 15.03, a special election shall be held if the unexpired term is more than 120 days before the primary municipal election; and

WHEREAS, petitions for both partisan and independent candidates for the special partisan primary and special general elections shall be filed no later than 4:00 p.m. on December 9, 2026 at the Cuyahoga County Board of Elections, and

WHEREAS, the minimum number of valid signatures on the Declaration of Candidacy petition for partisan candidates shall be 100; the minimum number of valid signatures on the Nominating petition for independent candidates shall be 122; and write-in candidates are prohibited under the City Charter; and

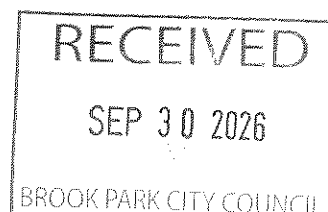
WHEREAS, the special general primary election shall be held on March 9, 2027 only if two or more candidates from the same political party file; and

WHEREAS, the special general election shall be held on May 4, 2027.

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

Section 1: That a special partisan primary election for the vacated position of at-large councilman shall be held on March 9, 2027 only if two or more candidates from the same political party file.

Section 2: The special general election for the vacated position of at-large councilman shall be held on May 4, 2027,



Section 3: Petitions for both partisan and independent candidates for the special partisan primary and special general elections shall be filed no later than 4:00 p.m. on December 9, 2026 at the Cuyahoga County Board of Elections

Section 4: The minimum number of valid signatures on the Declaration of Candidacy petition for partisan candidates shall be 100; the minimum number of valid signatures on the Nominating petition for independent candidates shall be 122; and write-in candidates are prohibited under the City Charter; and

Section 5: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated or to be appropriated for said purpose.

Section 6: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 7: This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to hold a special partisan primary election and special general election for the position of councilman at-large; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR OF LAW

City of Brook Park, OHIO

RESOLUTION NO: _____

INTRODUCED BY: MAYOR ORCUTT

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AN AWARD AND ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO ADMINISTER THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG), PURCHASE NECESSARY EQUIPMENT, AND APPROVING THE GRANT AGREEMENT ATTACHED AS "EXHIBIT A", AND DELCARING AN EMERGENCY.

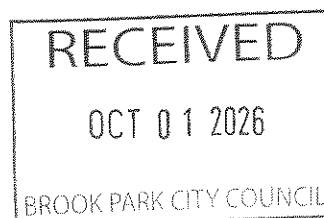
WHEREAS, the City of Brook Park was awarded an Assistance to Firefighter Grant award by the United States Department of Homeland Security Federal Emergency Management Agency in the amount of Two Hundred Eighty-Five Thousand Seven Hundred Fourteen and 28/100 dollars (\$285,714.28); and,

WHEREAS, the purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards; and,

WHEREAS, the City of Brook Park intends to use the awarded funds to purchase six new defibrillators, lithium batteries, battery chargers, sensors, and other related accessory equipment in compliance with federal procurement processes as may be required; and,

WHEREAS, the City of Brook Park will comply with the requirements, such as reporting, set forth in the government-wide federal award term; and,

WHEREAS, the City Council finds that the use of the grant funds remain consistent with the overall objectives of the AFG Grant Program and support's the City's public safety needs; and,



WHEREAS, the terms and conditions governing the administration, acquisition, reporting, record retention, compliance requirements, and performance obligations associated with the AFG Grant are set forth in the grant agreement between the Department of Homeland Security Federal Emergency Management Agency and the City of Brook Park, a copy of which is attached hereto as "Exhibit A" and incorporated herein by reference.

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

Section 1: The Mayor is hereby authorized and directed to accept and administer the purchasing of equipment for the Assistance to Firefighters (AFG) Grant awarded by the United States Department of Homeland Security Federal Emergency Management Agency, in the amount of Two Hundred Eighty-Five Thousand Seven Hundred Fourteen and 28/100 dollars (\$285,714.28, to execute any and all documents necessary to carry out the City's obligations under the grant agreement attached hereto as "Exhibit A".

Section 2: The grant agreement between the United States Department of Homeland Security Federal Emergency Management Agency and the City of Brook Park, attached hereto as "Exhibit A", is hereby acknowledged and accepted. The City shall administer the grant funds and comply with all applicable procurement, accounting, reporting, audit, record retention, and grant management requirements contained therein.

Section 3: The Mayor, the Director of Finance, the Director of Law, and any other appropriate City officials are hereby authorized to take all actions necessary to carry out the intent of this Resolution.

Section 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any committees thereof that resulted in such formal action were conducted in meetings open to the public in compliance with all legal requirements.

Section 6: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the timely administration of federal grant funding; wherefore, this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: _____

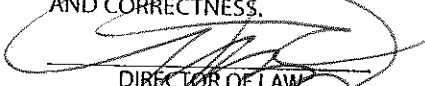
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.


DIRECTOR OF LAW



Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/21/2026



FEMA

Samantha Rocco
BROOK PARK, CITY OF
6161 ENGLE RD
BROOKPARK, OH 44142

EMW-2025-FG-01994

Dear Samantha Rocco,

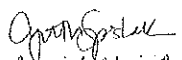
Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2025 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$285,714.28 in Federal funding. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than \$14,285.72 for a total approved budget of \$300,000.00. Please see the FY 2025 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligor Document - included in this document
- 2025 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,


Associate Administrator (A)
FEMA Resilience

Cynthia Spishak

Acting Associate Administrator
Resilience

Summary Award Memo

Program: Fiscal Year 2025 Assistance to Firefighters Grant

Recipient: BROOK PARK, CITY OF

UEI-EFT: EKFLHA8W56U9

Award number: EMW-2025-FG-01994

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2025 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$300,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$285,714.28
Non-federal	\$14,285.72
Total	\$300,000.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2025 FG NOFO.

Approved request details:

Equipment

Monitor/Defibrillator - 15 leads

DESCRIPTION

Lifepak 35, EN-US, MAS-SP/CO, MED-CO2, SUN-NIBP, 12L, WIFI/CELL/LN/CPRIN, STD, BT. (6 units) Accessory Items (listed with quantities in parentheses): LIFEPAK FLEX Lithium Ion Battery (4) LIFEPAK FLEX Battery Charger (2) AC Power Cord (2) LNCS-II Reusable rainbow 8-wavelength adult sensor (8) RD SET Disposable Sensor, Infant (20/box) (2) LIFEPAK 3-wire extended precordial ECG cable (6) LIFEPAK 35 Storage Bag Kit (6) Shoulder Strap (6) LIFEPAK Cellular Modem, North America (6) LIFEPAK Printer Kit (1)

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	6	\$50,000.00	\$300,000.00	Equipment

CHANGE FROM APPLICATION

Unit price from \$50,980.61 to \$50,000.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. Cost requested for Monitor/Defibrillator exceeds the average price range calculated from market research and prior awards for the same item.



LIFEPAK 35

Quote Number: 11155514

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division:

Medical

Prepared For: BROOK PARK FIRE DEPT

Rep:

Brandon Bucher

Attn:

Email:

brandon.bucher@stryker.com

Phone Number:

Mobile:

+1 4803310979

Quote Date: 09/28/2026

Expiration Date: 12/27/2026

Contract Start: 07/23/2025

Contract End: 07/22/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	BROOK PARK FIRE DEPT	Name:	BROOK PARK FIRE DEPT	Name:	BROOK PARK FIRE DEPT
Account #:	20132335	Account #:	20132335	Account #:	20132335
Address:	17401 HOLLAND RD	Address:	17401 HOLLAND RD	Address:	
	BROOK PARK		BROOK PARK		
	Ohio 44142-3525		Ohio 44142-3525		
Attn:	Eric Fike				

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	6	\$47,087.98	\$282,527.88
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	4	\$340.00	\$1,360.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	2	\$886.00	\$1,772.00
4.0	11140-000131	AC Power Cord (North America, hospital grade)	2	\$56.50	\$113.00
5.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	8	\$429.50	\$3,436.00
6.0	11171-000062	RD SET Disposable Sensor, Infant (20/box)	2	\$318.50	\$637.00
7.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	6	\$62.50	\$375.00
8.0	11335-000005	LIFEPAK Printer Kit	1	\$1,560.00	\$1,560.00
9.0	11335-000008	LIFEPAK 35 Storage Bag Kit	6	\$312.00	\$1,872.00
10.0	11260-000073	Shoulder Strap	6	\$33.02	\$198.12

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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Agreement Articles

Program: Fiscal Year 2025 Assistance to Firefighters Grant

Recipient: BROOK PARK, CITY OF

UEI-EFT: EKFLHA8W56U9

Award number: EMW-2025-FG-01994

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2**General Acknowledgements and Assurances**

a. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. b. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. 1) Recipients must cooperate with any DHS compliance reviews or compliance investigations. 2) Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. 3) Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4) Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.

Article 3**Age Discrimination Act of 1975**

Recipients must comply with the Age Discrimination Act of 1975, Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits recipients from discriminating on the basis of age in any program or activity receiving federal financial assistance.

Article 4**American Security Drone Act of 2023**

Recipients must comply with the American Security Drone Act of 2023, of the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31 (41 U.S.C. § 3901 note prec.), which prohibits the procurement and operation of covered unmanned aircraft systems manufactured or assembled by covered foreign entities.

Article 5**Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 6**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the Civil Rights Act of 1964, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations are in 6 C.F.R. Part 21. The Federal Emergency Management Agency's (FEMA) implementing regulations are in 44 C.F.R. Part 7.

Article 7**Civil Rights Act of 1968 – Title VIII**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. See 24 C.F.R. Part 100, Subpart D.

Article 8

Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) The Department of Homeland Security will analyze whether the conditions in this section will be applied to any grant program in a way that is consistent with the specific statutes that apply to each grant program because the purpose of each grant program has a nexus to immigration activities, law enforcement, or national security, including preventing and responding to acts of terrorism and extremism, and DHS may tailor the conditions in this section to a specific grant program. DHS will clarify in the grant documents whether and how the terms in this section apply to each grant. (2) Where applicable, recipients and subrecipients of funds under an award must agree that they will comply with the following requirements related to coordination and cooperation with DHS and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. §§ 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) They will honor requests for cooperation with immigration detainers, including requests for information regarding criminal history, expected release date, actual release date, detention location, nationality, residence, and employment; and requests for short-term detention of not more than 48 hours of an alien pursuant to a valid detainer to allow DHS to assume custody. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. They will not prohibit voluntary cooperation with DHS under 8 U.S.C. § 1357(g). (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (3) By accepting the grant award, recipients are certifying that: They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration by establishing or maintaining programs providing direct financial support or public benefits to illegal immigrants. (a) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (4) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or

contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (5) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 9

CHIPS and Science Act of 2022

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators (PI) or co-investigators (Co-PI) to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date that the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11 Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug Free Workplace Act of 1988

Recipients must comply with the Drug-Free Workplace Act of 1988 and drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the government-wide implementation of the Drug-Free Workplace Act of 1988.

Article 13 Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. FEMA's implementing regulations are in 44 C.F.R. Part 19.

Article 15**Energy Policy and Conservation Act of 1975**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975.

Article 16**Equal Treatment of Faith-Based Organizations**

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Article 17**False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government and details the administrative remedies for false claims and statements made.

Article 18**Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act**

Recipients must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4) (Definition of "material"). (1) Definitions. As used in this term – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or the Secretary's designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 19 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.

Article 20 Fly America Act

Recipients must comply with Preference for U.S. Flag Air Carriers (Certificated Air Carriers List | US Department of Transportation) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990.

Article 22 John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are prohibited from obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

Article 23 Lobbying Prohibitions

None of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Recipients must file a lobbying certification form found on Grants.gov Lobbying Form as described in Appendix A to 6 C.F.R. Part 9, and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 found on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 24 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA).

Article 25 National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the Science and CHIPS Act of 2022

(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."

Article 26 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 27 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 28 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 29 Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 30**Reporting Subawards and Executive Compensation**

For federal awards that total or exceed \$30,000, recipients are required to comply with the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 31

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. a. When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: i. applying the domestic content procurement preference would be inconsistent with the public interest; ii. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or iii. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%. b. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. c. There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 32 Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management.

Article 33 System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 34 Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; (c) Pursuant to the terms and conditions of the federal award; or (d) For convenience, pursuant to Executive Order 14332, Improving Oversight of Federal Grantmaking, including when the award no longer advances agency priorities or the national interest, but subject to appropriate exceptions, including agreements entered into in furtherance of international trade agreements or those awarded by the Department of Commerce under title XCIX of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Public Law 116-283), the CHIPS and Science Act of 2022 (Public Law 117-167), or Division F of the Infrastructure Investment and Jobs Act (Public Law 117-58). (2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

Article 35 Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

- Article 36** **Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001)**
Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
- Article 37** **Whistleblower Protection Act**
Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701 and 41 U.S.C. § 4712.
- Article 38** **All Executive Orders Related to Grants**
Presidential Executive Orders. Recipients must comply with the requirements and actions of Presidential executive orders related to grants (also known as federal assistance and financial assistance), including those published after the date of this publication, the full text of which are incorporated by reference.
- Article 39** **Executive Order 14332, Improving Oversight of Federal Grantmaking Draw Down of Funds.** Recipients are prohibited from directly drawing down general grant funds for specific projects without the affirmative authorization of DHS. Recipients must provide written payment justification, with specificity, for requests for each drawdown.
- Article 40** **Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving**
Federal Leadership on Reducing Text Messaging While Driving. Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
- Article 41** **Executive Order 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism**
Terrorist Financing. Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.
- Article 42** **Acknowledgement of Federal Funding from DHS**
Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 43 Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 44 Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 45 Non-Supplanting Requirements

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 46 Notice of Funding Opportunity (NOFO) Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 47 SAFECOM

Recipients receiving federal awards made under DHS programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

Article 48 Use of DHS Seal, Logo, and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 49**Environmental Planning and Historic Preservation (EHP) Review**

FEMA funded activities that could impact the environment and historic properties are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders (EO). General guidance for FEMA's EHP process is available on FEMA.gov. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant program officer to be put in contact with EHP staff responsible for assisting with their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project. Otherwise, FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground is disturbed during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland.

Article 50**Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 51 Acceptance of Post Award Changes

Should FEMA determine that an error has been made in the award package, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at ASK-GMD@fema.dhs.gov for any questions.

Article 52 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a state or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313(e). State recipients must follow the disposition requirements in accordance with state laws and procedures noted in 2 C.F.R. § 200.313(b). Tribal Nations must follow the disposition requirements in accordance with tribal laws and procedures noted in 2 C.F.R. § 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. § 200.313(e).

Article 53 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. § 200.308. For purposes of non-construction projects, FEMA is using its discretion to impose an additional restriction under 2 C.F.R. § 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$350,000) and where the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. § 200.308(f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 54 Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance programs that are subject to BABAA must include a Buy America Preference contract provision as noted in 2 C.F.R. § 184.4 and a contractor self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure Policy (FEMA Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 Incorporation of Information Bulletin No. 582

Information Bulletin No. 582 and any successor Information Bulletins are incorporated into the terms of this grant award.

Article 56 Award Performance Goals

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 57 Indirect Cost Rate

2 C.F.R. § 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the approved indirect cost rate associated with the award must be documented in the budget or other award materials approved by FEMA and maintained in the official award file.

Obligating document

1. Agreement No. EMW-2025-FG-01994	2. Amendment No. N/A	3. Recipient No. 346000348	4. Type of Action AWARD	5. Control No. WX01671N2026T		
6. Recipient Name and Address BROOK PARK, CITY OF 6161 ENGLE RD BROOKPARK, OH 44142		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Samantha Rocco		9a. Phone No. 2164337032	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 09/21/2026	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/28/2026 to 09/27/2028 Budget Period 09/28/2026 to 09/27/2028		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2026-FK-GB01 - P410-xxxx-4101-D	\$0.00	\$285,714.28	\$285,714.28	14,285.72
Totals			\$0.00	\$285,714.28	\$285,714.28	\$14,285.72
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Cynthia Spishak, Acting Associate Administrator Resilience	09/21/2026

CITY OF BROOK PARK, OHIO

RESOLUTION NO: _____

INTRODUCED BY: MAYOR ORCUTT

A RESOLUTION DECLARING THE INTENT TO APPROPRIATE CERTAIN REAL
PROPERTY FOR THE PUBLIC PURPOSE OF MAKING OR REPAIRING ROADS AND
RELATED APPURTENANCES AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Brook Park, Ohio possesses authority under R.C. Chapters 719 and 163 to appropriate certain real property necessary for the making or repairing of roads open to the public without charge and related appurtenances;

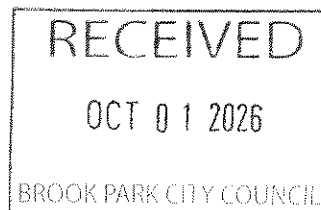
WHEREAS, the City of Brook Park, Ohio is undertaking the construction and improvement of public roads and related appurtenances as part of a larger project known more commonly as the new Huntington Bank Field (the "Project");

WHEREAS, the Project will require the City to obtain fee simple interest in certain real property owned by Cuyahoga Concrete Company, Cuyahoga County Auditor Parcel Number 343-03-001, and more commonly known as 17251 Hummel Road, Brook Park, Ohio, 44142, ("the Property") in order to facilitate the construction of the Project, which will include the construction of a pedestrian bridge;

WHEREAS, the Property is more accurately described in the legal description attached to this Resolution as Exhibit A;

WHEREAS, the City must acquire the Property in order to move forward with the Project; and

WHEREAS, the City deems it necessary to exercise its eminent domain authority, in accordance with R.C. Chapters 719 and 163, in order to appropriate the Property for the purposes of making and repairing roads and related appurtenances which shall be open to the public without charge.



NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROOK PARK, CUYAHOGA COUNTY, OHIO THAT:

Section 1 The City Council, pursuant to R.C. 719.04, hereby declares the necessity to appropriate the Property in furtherance of the public Project, and declares its intent to appropriate a fee-simple interest in the Property as more accurately described in Exhibit A to this Resolution, for the public purpose of making and repairing roads and related appurtenances and completing the Project.

Section 2 The Mayor is hereby authorized, as required by R.C. 719.05, to immediately upon the passage of this Resolution cause written notice to be given to the owner of, person in possession of, or person having an interest of record in, the Property, or to the authorized agent of the owner or other such person. Such notice shall be served by a person designated for the purpose and return made in the manner provided for the service and return of summons in civil actions. If such owner, person, or agent cannot be found, notice shall be given by publication once a week for three consecutive weeks in a newspaper of general circulation in the municipal corporation or as provided in section 7.16 of the Revised Code.

Section 3 It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4 This Resolution shall go into effect immediately after its passage.

PASSED: _____

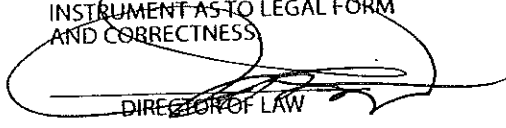
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS



DIRECTOR OF LAW



Parcel No. 2:

Situated in the City of Brook Park, County of Cuyahoga, State of Ohio, and known as being part of Original Middleburg Township Lot No. 4, Section No. 10, and further described as follows: Beginning at the northwest corner of the parcel, said point being on the centerline of Hummel Road (40 feet wide) South $87^{\circ} 36' 43''$ East a distance of 45.00 feet from the intersection of said centerline of Hummel Road with the centerline of Engle Road, State Route 291 (90 feet wide); thence continuing South $87^{\circ} 36' 43''$ East with said centerline of Hummel Road a distance of 150.01 feet to the northeast corner of this parcel; thence South $2^{\circ} 23' 17''$ East a distance of 154.98 feet to the southeast corner of this parcel; thence North $87^{\circ} 36' 43''$ West a distance of 147.54 feet; thence North $77^{\circ} 54' 01''$ West a distance of 16.90 feet to the easterly right-of-way line of Engle Road, and the southwest corner of this parcel; thence on the arc of a curve to the left a distance of 152.16 feet, said curve having a radius of 999.93 feet and a chord bearing North $7^{\circ} 44' 25''$ East a distance of 152.01 feet to the point of beginning on the centerline of Hummel Road.

This description by Robert L. Furniss registered surveyor No. 4436 from a survey by Warren J. Root and Associates, Civil Engineers and Surveyors, dated January, 1969.

