

VILLAGE OF OAKWOOD
COUNCIL MEETING

August 27th, 2024

7:00 p.m.

AGENDA

END OF RECESS



-
1. Call Meeting to Order
 2. Pledge of Allegiance
 3. Roll Call

Council President	Erica L. Nikolic	Mayor	Gary Gottschalk
President Pro Tempore	Johnnie A. Warren	Law	James Climer
Ward 1 Councilperson	Taunya Scruggs	Finance	Brian L. Thompson
Ward 2 Councilperson	Eloise Hardin	Service	Tom Haba
Ward 3 Councilperson	Paggie Matlock	Fire	Dave Tapp
Ward 4 Councilperson	Mary Davis	Police	Mark Garratt
Ward 5 Councilperson	Candace S. Hill (formerly Williams)	Building	Daniel Marinucci
		Engineer	Matt Jones
		Recreation	Carlean Perez

4. Minutes-

March 26th, Environmental Committee Meeting Minutes

March 26th, Finance Meeting Minutes

5. Clerk Correspondence

6. Departmental Reports

MAYOR-GARY GOTTSCHALK

LAW-JAMES CLIMER

FINANCE-BRIAN THOMPSON

SERVICE-TOM HABA

ENGINEER-MATT JONES

FIRE-DAVE TAPP

BUILDING-DANIEL MARINUCCI

0 HOUSING INSPECTOR N/A

POLICE-MARK GARRATT

RECREATION-CARLEAN PEREZ

7. Ward Reports

8. Committee Reports

9. Floor open for comments from Village Residents on meeting agenda and comments in general *Village residents, please state your name, address, and the subject you wish to discuss for the record. Please limit your comments to five (5) minutes. Thank you! Please sign-in to speak.*

10. Legislation

2023-55

Introduced 12-22-23

By Mayor and

Council as a whole

1st read 12-22-23

2nd read 1-9-24

Tabled 1-23-24

AN EMERGENCY ORDINANCE AUTHORIZING THE RE-APPOINTMENT OF
ROSS CIRINCIONE AND JOHN MONTELLO TO THE POSITION OF ASSISTANT LAW
DIRECTOR/PROSECUTOR WITH THE VILLAGE OF OAKWOOD

2024-49

Introduced 8-27-24

By Mayor and

Council as a whole

1st read 8-27-24

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF J.C. BLADE

2024-50
Introduced 8-27-24
By Mayor and
Council as a whole
1st read 8-27-24

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF JOEL LEWIS, SR.

2024-51
Introduced 8-27-24
By Mayor and
Council as a whole
1st read 8-27-24

**AN ORDINANCE AMENDING ORDINANCE NO. 2024-32 IN ORDER TO ATTACH
AND APPROVE THE CORRECT VERSION OF A CERTAIN AGREEMENT
WHICH THE MAYOR WAS AUTHORIZED TO EXECUTE WITH THE VILLAGE OF
GLENWILLOW FOR PURPOSES OF UNDERTAKING JOINT IMPROVEMENTS
TO RICHMOND ROAD AND DECLARING AN EMERGENCY**

11. Executive Session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official

12. Adjournment

VILLAGE OF OAKWOOD

WORK SESSION

August 27th, 2024

7:00 p.m.

AGENDA

END OF RECESS

1. Call Meeting to order
2. Discussion by Mayor and Department Heads of matters to be brought to the attention of Council if present.
3. Questions of Mayor and Department Heads concerning Legislation or potential Legislation to be considered a future Council meetings.
4. Discussion of items of draft Legislation or potential Legislation to be considered at future Council meetings.

Legislation: Fiscal Officers Certificate Present

2024-WS-04(Amended) AN EMERGENCY ORDINANCE ADOPTING AN AMENDMENT TO THE EMPLOYEE HANDBOOK FOR PERSONNEL OF THE VILLAGE OF OAKWOOD OTHER THAN FIRE AND NON-AUXILIARY POLICE

2024-WS-05(Substituted) AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRCT WITH CREtelligent AND DECLARING AN EMERGENCY

2024-WS-12 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT FOR BUILDING INSPECTION SERVICES WITH SAFE BUILT OHIO, LLC, AND DECLARING AN EMERGENCY

2024-WS-32 AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR FUNDING UNDER THE NATUREWORKS PROGRAM FOR THE BOOKER AVENUE PARK PLAYGROUND IMPROVEMENTS PROJECT AND DECLARING AN EMERGENCY.

- Municipal Complex Hardin
Disaster Recovery Plan Hardin
Human Resources Hardin
Five Year Plan Hardin
5. Matters Deemed Appropriate
 6. Adjournment

12.22.23 1st Reading
1.9.24 2nd Reading
1.23.24 3rd Reading (tabled)
Under Suspension
Adopted

AMENDED ORDINANCE NO. 2023-55

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN EMERGENCY ORDINANCE AUTHORIZING THE RE-APPOINTMENT OF ROSS CIRINCIONE AND JOHN MONTELLO TO THE POSITION OF ASSISTANT LAW DIRECTOR/PROSECUTOR WITH THE VILLAGE OF OAKWOOD

WHEREAS, John Montello has served capably for a number of years as the Magistrate of the Oakwood Mayor's Court which will no longer hear cases as of January 15th, 2024; and,

WHEREAS, John Montello has considerable experience as a municipal attorney including serving as Law Director of Walton Hills, Law Director/Prosecutor for Bedford and prior legal positions with Maple Heights and Streetsboro; and,

WHEREAS, John Montello and the present Assistant Law Director/Prosecutor, Ross Cirincione, have indicated a desire to share the position of Assistant Law Director and Prosecutor which will bring additional valuable skill and experience to those positions; and,

WHEREAS, the said employees will perform the duties of said positions for the same salary and benefits presently paid to Ross Cirincione;

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

SECTION 1. Ross Cirincione and John Montello are hereby appointed to the position of Assistant Law Director and Prosecutor effective January 15, 2024.

SECTION 2. The said employees shall be paid as follows:

Salary: Twenty-six thousand seven hundred seventy-five and 00/100 Dollars (\$26,775.00) each per annum for meeting attendance, duties assigned by the Law Director and all other duties except as stated below;

Hourly compensation: Up to five thousand one hundred and 00/100 Dollars total billed at \$112.50 per hour for criminal jury trials, motion to suppress hearings and appeals (no PERS or employer contributions).

SECTION 3. All provisions of all other Ordinances and Resolutions which are inconsistent with the provisions contained herein shall be modified accordingly.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the ability to provide uninterrupted services to the citizens of the

Village, therefore, provided it receives the two-thirds vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Tanya Joseph, Clerk of Council

Erica L. Nikolic, President of Council

Presented to the

Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Amended Ordinance No. 2023-55 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2024.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Amended Ordinance No. 2023-55 was duly posted on the ____ day of _____, 2024, and will remain posted for a period of fifteen (15) days thereafter as provided in the Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

RESOLUTION NO. 2024-49

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF J.C. BLADE

WHEREAS, J.C. Blade, a longtime resident of Oakwood Village, passed away Friday, July 5th, 2024, at the age of 88; and

WHEREAS, J.C. Blade was born on May 27th, 1936, in London, Tennessee to the union of the late Freeman Sr., and Blanche (Warren) Blade. He was known as Jessie the first child of Freeman and Blanche Blade. From this union were also born Jerry and Freeman Blade; and

WHEREAS, J.C. accepted Christ at an early age. He was a Deacon at Christland Church for many years; he even helped build the church; and

WHEREAS, J.C. was married to Ella Mae and from this union they had Marty, Geraldine, Danniella, and Karl. His family later moved to Cleveland, Ohio from New York City; and

WHEREAS, J.C. worked for the Cleveland Water Department. He later retired after (50) years from Heavy Equipment Operator as an Engineer where he helped build I-480; and

WHEREAS, J.C. later got married to Odessa Holliday Blade; and

WHEREAS, J.C. was a family man; he loved his family and his work. He loved playing racquet ball and was number one on his team; and

WHEREAS, J.C. created a band called “The Blade Family Band” and they played all over Cleveland. J.C. was also in the Rock-N-Roll Hall of Fame in Cleveland, Ohio; and

WHEREAS, J.C. departed this life and will be remembered as a kind hearted and lovable person. His memory will forever be cherished in the hearts of his family & friends.

NOW THEREFORE LET IT BE RESOLVED THAT by the Village of Oakwood, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of J.C. Blade and hope the fond memories of such a fine, caring person comfort them in their loss.

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of J.C. Blade.

SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law

PASSED: _____

Erica Nikolic, President of Council

Tanya A. Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-49 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2024.

Tanya A. Joseph, Clerk of Council

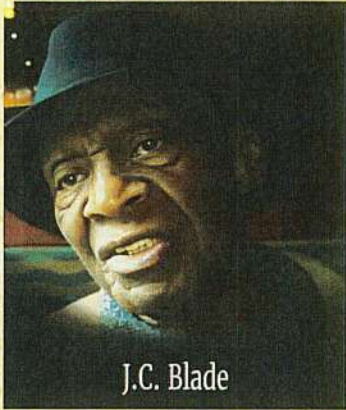
POSTING CERTIFICATE

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-49 was duly posted on the _____ day of _____, 2024, and will remain posted in accordance with the Oakwood Village Charter

Tanya A. Joseph, Clerk of Council

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF
J.C. BLADE**

WHEREAS, J.C. Blade, a longtime resident of Oakwood Village, passed away Friday, July 5th, 2024, at the age of 88; and



WHEREAS, J.C. Blade was born on May 27th, 1936, in London, Tennessee to the union of the late Freeman Sr., and Blanche (Warren) Blade. He was known as Jessie the first child of Freeman and Blanche Blade. From this union were also born Jerry and Freeman Blade; and

WHEREAS, J.C. accepted Christ at an early age. He was a Deacon at Christland Church for many years; he even helped build the church; and

WHEREAS, J.C. was married to Ella Mae and from this union they had Marty, Geraldine, Danniella, and Karl. His family later moved to Cleveland, Ohio from New York City; and

WHEREAS, J.C. worked for the Cleveland Water Department. He later retired after (50) years from Heavy Equipment Operator as an Engineer where he helped build I-480; and

WHEREAS, J.C. later got married to Odessa Holliday Blade; and

WHEREAS, J.C. was a family man; he loved his family and his work. He loved playing racquet ball and was number one on his team; and

WHEREAS, J.C. created a band called "The Blade Family Band" and they played all over Cleveland. J.C. was also in the Rock-N-Roll Hall of Fame in Cleveland, Ohio; and

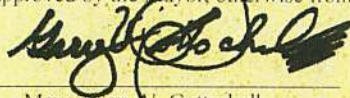
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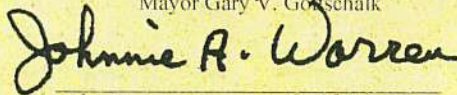
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SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of J.C. Blade.

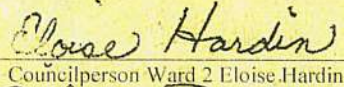
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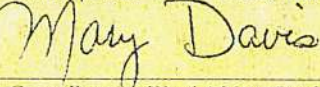
Mayor Gary V. Gotschalk



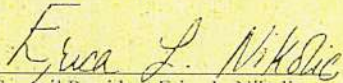
President Pro-Tem Johnnie A. Warren



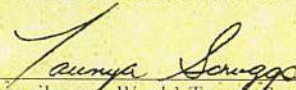
Councilperson Ward 2 Eloise Hardin



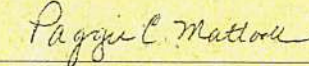
Councilperson Ward 4 Mary Davis



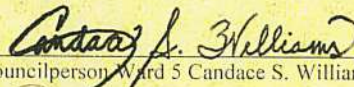
Council President Erica L. Nikolic



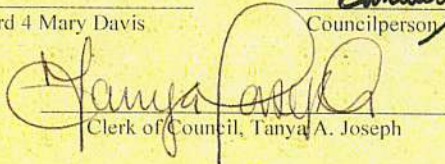
Councilperson Ward 1 Taunya Scruggs



Councilperson Ward 3 Paggie Matlock



Councilperson Ward 5 Candace S. Williams



Clerk of Council, Tanya A. Joseph



RESOLUTION NO. 2024-50

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF
JOEL K. LEWIS, SR. aka "PAPA JOEL"**

WHEREAS, Joel K. Lewis, Sr. aka Papa Joel, a longtime resident of Oakwood Village, passed away Thursday, August 1st, 2024, at the age of 63; and

WHEREAS, Joel was born on March 7th, 1961, in Cleveland, Ohio to Janice Ruth Kenny. Joel was the 2nd of three children born to Janice. His oldest sister Vanessa and his youngest sister Lisa loved him deeply; he was their very own Superman!; and

WHEREAS, Joel attended school in the Bedford City School district where he graduated in 1979. During his early childhood years, Joel enjoyed playing baseball and many outdoor activities. Playing in the field with his friends and family was the best summer past-time but he understood when the streetlights came on, you must be in the yard!; and

WHEREAS, Joel professed Christ as his Lord and Savior at an early age at Mount Zion Missionary Baptist Church in Oakwood Village, OH; and

WHEREAS, Joel Served in the US Air Force from 1981 to 1985. He earned an Air Force Training Ribbon, Air Force Outstanding Award, Air Force Good Conduct Medal and more. Upon his return home from the Air Force, Joel worked for the Bedford City School district as a Bus Driver. Joel started work at the US Postal Service in August 1986 and happily retired as the Manager of Homeland Security after 33 years of committed service in 2019; and

WHEREAS, Joel enjoyed fishing and sports, but his passion was bowling. Joel spent many days and nights on the lanes with his fellow bowlers jackpotting and toasting the night away and had many honors scores in howling. One of his favorite trips to take with his sons each year was the annual US Postal Bowling tournament; and

WHEREAS, Joel loved spending time with his Mother (deceased) and Grandmother (deceased) watching Cleveland Indians Baseball games and taking trips to Atlantic City. He also enjoyed his trips to Las Vegas he'd take with his buddies and his sons. Joel was a loving Father to Joel "JoJo" jr., Anthony "Tony", and Latisha. Joel's Fatherly love overflowed to his nephew Kerry, and a host of family and friends in the Oakwood community, he was simply known as Pop's. Joel loved hosting family and friends for the holidays and was known for being the man with the biggest BBQ grill in the community. He was the face behind the family's lemon cake. Yes, the secret is out, Joel was the man! He was simply the life of the party, and no one was ever without when Joel was around; and

WHEREAS, On Thursday, August 1st, 2024, at 11:51 P.M., Joel took off his Superman Cape and put on His Crown. "To be absent from the body is to be present with the Lord", Joel leaves not to mourn his passing, but to cherish his memory, his loving sisters Vanessa D. Hinton, Lisa J. Evans, and Renee Wilson. His devoted children Joel "JoJo" Lewis Jr., Anthony Lewis Sr.,

and Latisha Mincy (Jordan), along with his devoted nephews Kerry Alien Hinton and Josh Evans. Eleven grandchildren; Aaron, James, Khiairre, Jai'veon, Lhayla, Chad, Jurneep Chasyn, Harper, Princess, and Anthony "AJ" Jr. Five great-nieces and nephews; Kaliyah, Kerry Jr., Skylar, Kahlil, and Jasmine. Joel also leaves a host of family and cousins, and a lifetime of friends and acquaintances; and

NOW THEREFORE LET IT BE RESOLVED THAT by the Village of Oakwood, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of Joel K. Lewis aka Papa Joel and hope that the fond memories of such a wonderful, caring person, comfort them in their loss.

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Joel K. Lewis aka Papa Joel.

SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya A. Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-50 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2024.

Tanya A. Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-50 was duly posted on the _____ day of _____, 2024, and will remain posted in accordance with the Oakwood Village Charter

Tanya A. Joseph, Clerk of Council

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF JOEL K. LEWIS, SR. aka "PAPA JOEL"

WHEREAS, Joel K. Lewis, Sr. aka Papa Joel, a longtime resident of Oakwood Village, passed away Thursday, August 1st, 2024, at the age of 63; and

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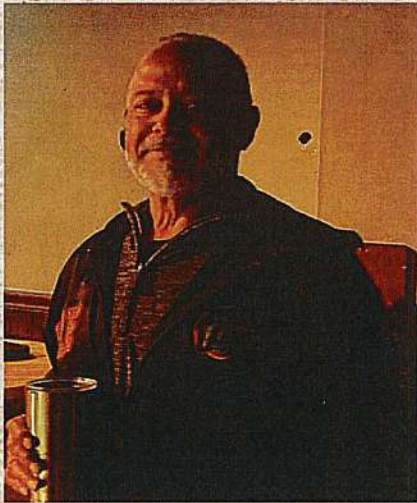
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WHEREAS, Joel enjoyed fishing and sports, but his passion was bowling. Joel spent many days and nights on the lanes with his fellow bowlers jackpotting and toasting the night away and had many honors scores in howling. One of his favorite trips to take with his sons each year was the annual US Postal Bowling tournament; and

WHEREAS, Joel loved spending time with his Mother (deceased) and Grandmother (deceased) watching Cleveland Indians Baseball games and taking trips to Atlantic City. He also enjoyed his trips to Las Vegas he'd take with his buddies and his sons. Joel was a loving Father to Joel JoJo Jr., Anthony "Tony", and Latisha. Joel's Fatherly love overflowed to his nephew Kerry, and a host of family and friends in the Oakwood community, he was simply known as Pop's. Joel loved hosting family and friends for the holidays and was known for being the man with the biggest BBQ grill in the community. He was the face behind the family's lemon cake. Yes, the secret is out, Joel was the man! He was simply the life of the party, and no one was ever without when Joel was around; and



WHEREAS, On Thursday, August 1st, 2024, at 11:51 P.M., Joel took off his Superman Cape and put on His Crown. "To be absent from the body is to be present with the Lord", Joel leaves not to mourn his passing, but to cherish his memory, his loving sisters Vanessa D. Hinton, Lisa J. Evans, and Renee Wilson. His devoted children Joel "JoJo" Lewis Jr., Anthony Lewis Sr., and Latisha Mincy (Jordan), along with his devoted nephews Kerry Alien Hinton and Josh Evans. Eleven grandchildren; Aaron, James, Khiaire, Jalveon, Lhayla, Chad, Jurneep Chasyn, Harper, Princess, and Anthony "AJ" Jr. Five great-nieces and nephews; Kaliyah, Kerry Jr., Skylar, Kahilil, and Jasmine. Joel also leaves a host of family and cousins, and a lifetime of friends and acquaintances; and

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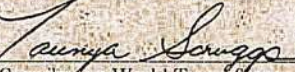
SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Joel K. Lewis aka Papa Joel.

SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor; otherwise from and after the earliest period allowed by law.


Mayor Gary V. Gottschalk


Council President Erica L. Nikolic



President Pro-Tem Johnnie A. Warren


Councilperson Ward 1 Taunya Struggs


Councilperson Ward 2 Eloise Hardin


Councilperson Ward 3 Paggie Matlock


Councilperson Ward 4 Mary Davis


Councilperson Ward 6 Candace S. Williams


Clerk of Council, Tanya A. Joseph



ORDINANCE NO. 2024-51

INTRODUCED BY MAYOR

AN ORDINANCE AMENDING ORDINANCE NO. 2024-32 IN ORDER TO ATTACH AND APPROVE THE CORRECT VERSION OF A CERTAIN AGREEMENT WHICH THE MAYOR WAS AUTHORIZED TO EXECUTE WITH THE VILLAGE OF GLENWILLOW FOR PURPOSES OF UNDERTAKING JOINT IMPROVEMENTS TO RICHMOND ROAD AND DECLARING AN EMERGENCY

WHEREAS, the Village Oakwood and the Village of Glenwillow wish to enter into a Joint Improvement Agreement pursuant to R.C. Sec. 715.02 for improvements to be made to the Richmond Road in the vicinity of Hawthorne Parkway; and,

WHEREAS, on or about June 25, 2024, the Oakwood Village Council passed Ordinance 2024-32 authorizing the Mayor to enter into a Joint Improvement Agreement that was attached to said Ordinance as Exhibit 1; and,

WHEREAS, it was subsequently discovered that the foregoing Exhibit 1 was not the Joint Improvement Agreement contemplated by the said Ordinance but a different Joint Improvement Agreement previously approved by Council for another project;

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

SECTION 1. Ordinance No. 2024-32 be and hereby is amended to substitute Exhibit 1 attached hereto and incorporated herein for the Exhibit 1 previously attached to said Ordinance No. 2024-32 and the Mayor be and is hereby authorized to enter into a Joint Improvement Agreement with the Village of Glenwillow for the improvements to be made to Richmond Road in the vicinity of Hawthorne Parkway as described in the Joint Improvement Agreement attached hereto and incorporated herein as Exhibit 1.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the said improvements are critical in nature and need to be undertaken on a timely basis, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024 - was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2024.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2024 - was duly posted on the ____ day of _____, 2024, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT "A"

JOINT IMPROVEMENT AGREEMENT BETWEEN THE VILLAGE OF OAKWOOD AND THE VILLAGE OF GLENWILLOW FOR RICHMOND ROAD RAILROAD CROSSING (DOT 475960M) IMPROVEMENT

THIS JOINT IMPROVEMENT AGREEMENT ("Agreement") entered into this _____ day of 2018 between the Village of Oakwood, 24800 Broadway Road, Oakwood, Ohio 44146 (herein after "Oakwood") and the VILLAGE OF GLENWILLOW, 29555 Pettibone Road, Glenwillow, Ohio 44139 (hereinafter "Glenwillow");

I. RECITALS

A. General Background

1. At the border of Oakwood and Glenwillow on Richmond Road is the Richmond Road Railroad Crossing (DOT 475960M) as is shown on the attached Exhibit A.

2. Richmond Road centerline acts as the corporation border between the two municipalities and is shared 50% / 50% by each as shown on Exhibit A.

3. The section of Richmond Road that is shared by Glenwillow and Oakwood (hereinafter "Project") and as shown in Exhibit A needs to be reconstructed with its intersection with the Richmond Road Railroad Crossing (DOT 475960M) to improve the roadway, drainage, riding surface at the crossing and approach pavement to the crossing.

4. Glenwillow will be the lead community on the project and has been planning and engineering the reconstruction of the Richmond Road Railroad Crossing (DOT 475960M). It is anticipated the work will begin in 2018.

B. Municipal Authority

1. Oakwood and Glenwillow, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as Richmond Road Railroad Crossing (DOT 475960M) and it is a great public benefit to the municipalities of Oakwood and Glenwillow as well as Cuyahoga County and the State of Ohio.

2. Pursuant to Section 715.02 of the Revised Code, the parties to this Agreement wish to provide for the apportionment of engineering and construction of the Project and for any costs thereof.

3. In accordance with Section 715.02 of the Revised Code, Oakwood and Glenwillow have approved this Joint Improvement Agreement by Resolution in compliance with their respective Charters and Ordinances.

4. This Agreement memorializes, ratifies and confirms previous partial agreements and actions by and between the Parties for prior planning and engineering of the Project and this Agreement is intended to be comprehensive in formalizing and memorializing the complete Project.

II. AGREEMENT

In consideration of the foregoing recitals, in consideration of the partial performance of various undertakings as described and the ratification and confirmation of all actions taken in good faith in furtherance of the described Project, and in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, Oakwood and Glenwillow hereby agree as set forth below:

A. Cooperation

Oakwood and Glenwillow wish to cooperate fully as set forth in this Agreement in order to provide a needed enhancement for a public roadway shared by both communities and to do so in a timely, efficient and economical manner.

B. Glenwillow's Duties and Responsibilities

1. Glenwillow has engineered the Project to date (engineering to date has been reviewed by Oakwood and is approved). Glenwillow will continue to have engineering responsibilities throughout the duration of the project.

2. Glenwillow shall serve as the contracting authority for the Project. Glenwillow shall be responsible to bid out and contract with the successful bidder in accordance with all laws and shall provide all bidding information and bids to Oakwood, and shall be responsible to pay all of the cost of such construction (Oakwood's contribution is specified below). Glenwillow shall administer the project, including but not limited to: appropriate insurance coverage, prevailing wage requirements, appropriate inspection, and Glenwillow shall also administer all payments to contractors required by the Project, making sure that such Project is completed free of any claims or liens.

3. Glenwillow shall manage all construction of the Project and shall be responsible for acquiring all permits from any federal, state, or county agency. Upon completion of final engineering.

4. Glenwillow shall continue to provide changes in engineering plans to Oakwood for approval and upon completion shall provide "as built" plans to Oakwood.

5. Glenwillow shall provide routine inspection reports to Oakwood as they are received as well as a copy of the final inspection report.

6. Glenwillow, also on behalf of Oakwood, shall enter into a three-party agreement with the Ohio Rail Development Corporation (ORDC) and the Cleveland Commercial Railroad Company for their respective shares and responsibilities of the project as it relates to work within the railroad right of way.

7. Glenwillow has secured funding from the Cuyahoga County Community Development Supplemental Grant (CDSG) Program. Glenwillow and Oakwood to coordinate reimbursement of their respective shares of the project through the CDSG Program.

C. Oakwood's Duties and Responsibilities

1. Oakwood will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Glenwillow's completion of engineering, funding and bidding.

2. Oakwood shall compensate Glenwillow in a total amount not to exceed 50% of the total project cost (engineering, construction and construction engineering). Glenwillow shall notify Oakwood of Glenwillow's preliminary project costs. Oakwood shall, within 30 days of invoice from Glenwillow, pay to Glenwillow its share of the invoice. After completion of the project and final costs have been certified, Oakwood shall pay Glenwillow less the grants and loans as applicable.

3. Oakwood has secured funding from the Cuyahoga County Community Development Supplemental Grant (CDSG) Program. Glenwillow and Oakwood to coordinate reimbursement of their respective shares of the project through the CDSG Program.

D. Traffic Control

Oakwood and Glenwillow pledge cooperation in traffic control and routing during the period of construction. During the phase of work in which the Richmond Road Railroad Crossing Project (DOT 475960M) is under construction, traffic will be maintained and/or detour as approved by each of the safety forces.

E. Maintenance

Upon completion of the Project, each party shall be responsible for the maintenance of such portion of Richmond Road as is within its municipal boundary.

F. Notice

The parties shall be notified by regular mail or hand delivery s follows:

To Oakwood: Mayor Gary V Gottschalk
Village of Oakwood
24800 Broadway Avenue
Oakwood, Ohio 44146

To Glenwillow: Mayor Mark A. Cegelka
Village of Glenwillow
29555 Pettibone Road
Glenwillow, Ohio 44139

G. Modification

This Agreement shall not be modified without the express written approval of both parties, which approval must be confirmed by a Resolution or Ordinance of each Council.

H. Authorization

This Agreement is authorized by Oakwood Resolution No. 2018-__ - ____,
passed _____, 2018 and by Glenwillow Resolution No. 2018-_____, passed
_____, 2018

IN WITNESS WHEREOF, we have set our hands as of the date and place above mentioned.

Signed in the presence of:

VILLAGE OF OAKWOOD

By: _____
Mayor Gary V Gottschalk

By: _____

VILLAGE OF GLENWILLOW

By: _____
Mayor Mark A. Cegelka

By: _____

By: _____

APPROVED AS TO FORM

Director of Law, Village of Oakwood

Director of Law, Village of Glenwillow

EXHIBIT 1

JOINT IMPROVEMENT AGREEMENT BETWEEN THE VILLAGE OF OAKWOOD AND THE VILLAGE OF GLENWILLOW FOR RICHMOND ROAD RECONSTRUCTION AND DRAINAGE IMPROVEMENT

THIS JOINT IMPROVEMENT AGREEMENT ("Agreement") entered into this _____ day of 2024 between the Village of Oakwood, 24800 Broadway Road, Oakwood, Ohio 44146 (herein after "Oakwood") and the VILLAGE OF GLENWILLOW, 29555 Pettibone Road, Glenwillow, Ohio 44139 (hereinafter "Glenwillow");

I. RECITALS

A. General Background

1. At the border of Oakwood and Glenwillow on Richmond Road between Hawthorne Parkway East & West Bound, as is shown on the attached Exhibit A, the Municipalities are planning to perform a reconstruction, drainage and multipurpose trail in conjunction with the Cleveland Metro Parks (CMP).

2. Richmond Road centerline acts as the corporation border between the two municipalities and is shared 50% / 50% by each as shown on Exhibit A.

3. The section of Richmond Road that is shared by Glenwillow and Oakwood (hereinafter "Project") and as shown in Exhibit A needs to be reconstructed to improve the roadway, drainage, riding surface while at the same time coordinate with the CMP to install a multi-purpose trail, striping and appurtenances to promote the safe passage of pedestrians, bicycles and other non-motorized mode(s) of transportation from Hawthorne Parkway-South to Hawthorne Parkway-North.

4. Glenwillow will be the lead community on the Project and will coordinate the plan preparation, bidding and construction administration for this improvement Project on Richmond Road. It is anticipated the work will begin in 2025.

B. Municipal Authority

1. Oakwood and Glenwillow, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as Richmond Road and it is a great public benefit to the municipalities of Oakwood and Glenwillow as well as Cuyahoga County and the State of Ohio.

2. Pursuant to Section 715.02 of the Revised Code, the parties to this Agreement wish to provide for the apportionment of engineering and construction of the Project and for any costs thereof.

3. In accordance with Section 715.02 of the Revised Code, Oakwood and Glenwillow have approved this Joint Improvement Agreement by Resolution in compliance with their respective Charters and Ordinances.

4. This Agreement memorializes, ratifies and confirms previous partial agreements and actions by and between the Parties for prior planning and engineering of the Project and this Agreement is intended to be comprehensive in formalizing and memorializing the complete Project.

II. AGREEMENT

In consideration of the foregoing recitals, in consideration of the partial performance of various undertakings as described and the ratification and confirmation of all actions taken in good faith in furtherance of the described Project, and in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, Oakwood and Glenwillow hereby agree as set forth below:

A. Cooperation

Oakwood and Glenwillow wish to cooperate fully as set forth in this Agreement in order to provide a needed enhancement for a public roadway shared by both communities and to do so in a timely, efficient and economical manner.

B. Glenwillow's Duties and Responsibilities

1. Glenwillow will perform all engineering for the Project. Glenwillow will assume all engineering responsibilities throughout the duration of the Project.

2. Glenwillow shall serve as the contracting authority for the Project. Glenwillow shall be responsible for bidding out and the contract with the successful bidder in accordance with all laws of the State of Ohio and shall provide all bidding information and bids to Oakwood. Glenwillow shall administer the Project, including but not limited to: appropriate insurance coverage, prevailing wage requirements, appropriate inspection, etc.

3. Glenwillow shall manage all construction of the Project and shall be responsible for acquiring all permits from any federal, state, or county agency. Upon completion of final engineering.

4. Glenwillow shall provide any changes to the engineering plans to Oakwood for approval and upon completion shall provide "as built" plans to Oakwood.

5. Glenwillow shall provide routine inspection reports to Oakwood as they are received as well as a copy of the final inspection report.

6. Glenwillow, also on behalf of Oakwood, shall enter into an agreement with the CMP for their respective shares and responsibilities of the Project as it relates to the work related to the proposed multipurpose trail and appurtenances within the limits of the proposed improvement. Oakwood expressly authorizes Glenwillow to enter into any agreement necessary to complete the Project.

7. Glenwillow shall also administer all payments to contractors, professional service and other fees required by the Project, making sure that such Project is completed free of any claims or liens.

8. Glenwillow – with the support and authorization from Oakwood – has applied to and will act as the lead agency for the Ohio Public Works Commission Infrastructure funds for financial assistance for grant and loan portions of the Project. The cost will be split between the two communities evenly as proportional to the total Project cost.

C. Oakwood's Duties and Responsibilities

1. Oakwood will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Glenwillow's completion of engineering, funding and bidding.

2. Oakwood shall compensate Glenwillow the total amount less OPWC grants for Oakwood's portion as listed below:

a. Design Engineering, Survey and Construction Administration: The preliminary estimated cost of engineering, survey and construction administration is \$62,000. The cost shall be split 50/50 between Oakwood and Glenwillow for the design of the roadway reconstruction and drainage improvements.

b. Construction Cost: Oakwood shall pay all construction costs for work incurred within the corporate jurisdiction of Oakwood. The preliminary estimated cost of construction is \$520,000. Oakwood's share of the construction cost would be \$134,000 less the grant amount provided by OPWC.

3. After completion of the Project and final costs have been certified, Oakwood shall pay Glenwillow, less the grant proceeds as applicable, for the amounts shown above in Section C Part 2 for the Project costs that occur within Oakwood in the following manner:

a. Twenty (20) equal annual payments starting January 1st of the year after the Project closes. The Parties shall confirm this amount and payment schedule through an Addendum when figures are known.

D. Traffic Control

Oakwood and Glenwillow pledge cooperation in traffic control and routing during the period of construction. During the phase of work in which the Richmond Road Reconstruction and Drainage Improvement is under construction, traffic will be maintained and/or detour as approved by each of the safety forces.

E. Maintenance

Upon completion of the Project, each party shall be responsible for the maintenance of such portion of Richmond Road as is within its municipal boundary.

F. Notice

The parties shall be notified by regular mail or hand delivery as follows:

To Oakwood: Mayor Gary V. Gottschalk
City Engineer
Director of Law
Village of Oakwood
24800 Broadway Avenue
Oakwood, Ohio 44146

To Glenwillow: Mayor Mark A. Cegelka
Village Engineer
Director of Law
Village of Glenwillow
29555 Pettibone Road
Glenwillow, Ohio 44139

G. Modification

This Agreement shall not be modified without the express written approval of both parties, which approval must be confirmed by a Resolution or Ordinance of each Council.

H. Authorization

This Agreement is conditioned upon the express approval of the Glenwillow and Oakwood Councils through legislation. This Agreement is authorized by Oakwood Resolution No. 2024-____-____, passed _____, 2024 and by Glenwillow Resolution No. 2024-_____, passed _____, 2024.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed as of the date written above.

Signed in the presence of:

VILLAGE OF OAKWOOD

By: _____
Mayor Gary V Gottschalk

VILLAGE OF GLENWILLOW

By: _____
Mayor Mark A. Cegelka

APPROVED AS TO FORM ONLY:

James A. Climer
Director of Law, Village of Oakwood

Mark B. Marong
Director of Law, Village of Glenwillow

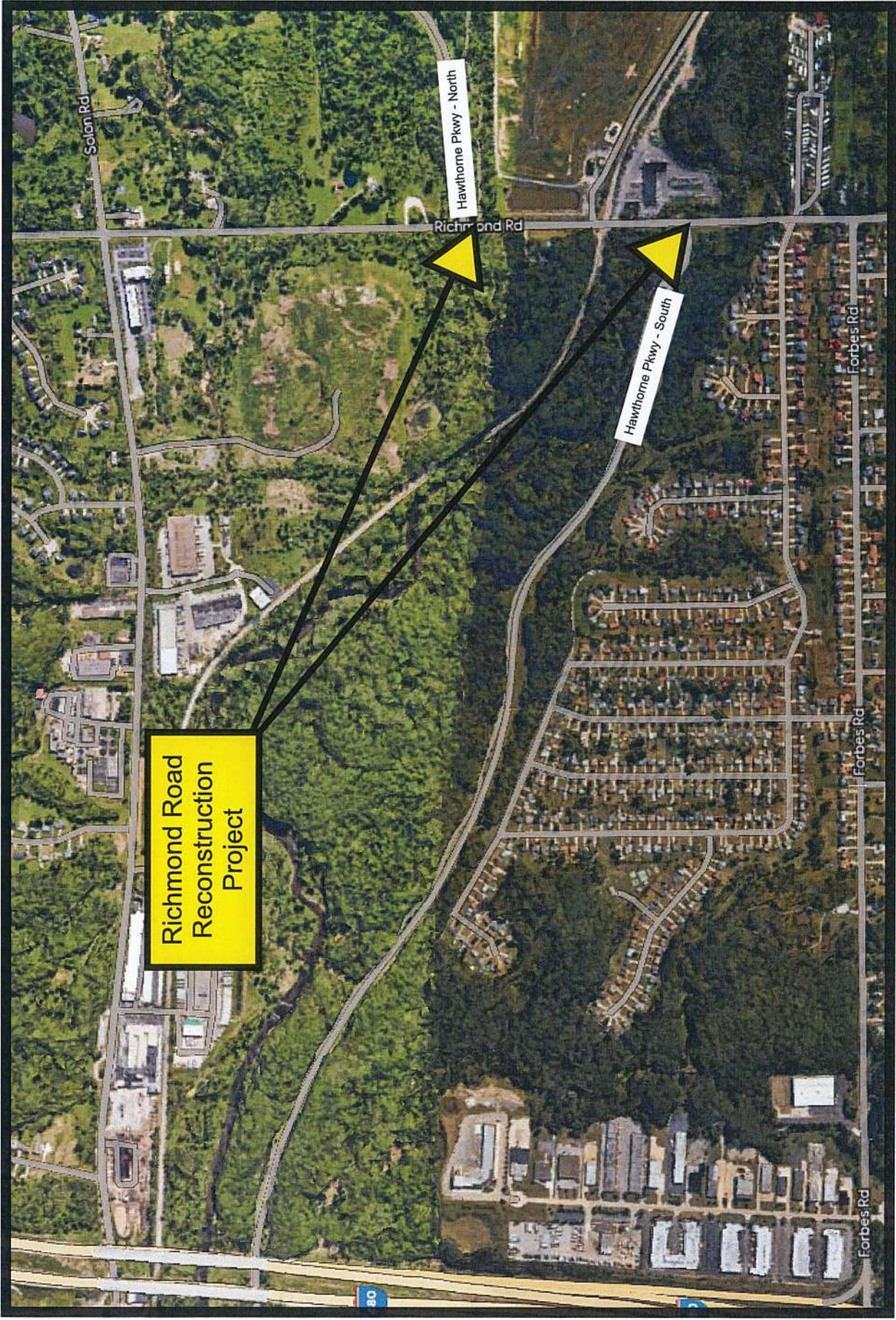


EXHIBIT A

AMENDED ORDINANCE NO. 2024-WS-04

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE ADOPTING AN AMENDMENT TO
THE EMPLOYEE HANDBOOK FOR PERSONNEL OF THE VILLAGE
OF OAKWOOD OTHER THAN FIRE AND NON-AUXILIARY POLICE**

WHEREAS, Council has revised certain provisions in the Employee Handbook upon the recommendation of certain Department heads and further desires to provide for the specific procedures to be utilized in the dissemination of such handbooks to current and future employees of the Village; and,

WHEREAS, Council desires to provide for proper accounting and tracking of employee work hours;

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

SECTION 1. The Council hereby adopts the following Addendum to the Employee Handbook adopted in Ordinance No. amended Employee Handbook, substantially in the form attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The Mayor be and he is hereby authorized and directed to issue sufficient copies of the applicable Addendum to each Director and Department Head in print and/or electronic format for dissemination to all employees working under their respective jurisdictions. All current employees shall sign a receipt acknowledging receipt of the Addendum and all receipts shall be kept on file in the office of the Director of Finance. The Director of Finance shall require new employees of the Village to execute a receipt acknowledging receipt of his or her handbook and this Addendum at the time of the commencement of employment with the Village. All such receipts shall likewise be kept in the Office of the Director of Finance.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and is necessary to provide for the continued good order of Village operations, therefore, provided it receives two-thirds (2/3) of the vote of all members of the Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-WS-04 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2024.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-WS-04 was duly posted on the _____ day of _____, 2024, and will remain posted for a period of fifteen (15) days thereafter as provided by the Village Charter and ordinances.

Tanya Joseph, Clerk of Council

DATED: _____

ADDENDUM 1

Time Clock

1. All non-elected full or part time employees who are subject to the provisions of this Handbook and assigned to report for work at Village Hall or any other Village building shall record their work hours on a time clock provided by the Village.
2. A report including the hours worked, paid time and gross pay for each employee shall be submitted by the Finance Director in the monthly financial packet to Council.
3. Intentionally falsifying time stamps or any unauthorized manipulation of time reporting will be grounds for immediate termination.
4. Any request to adjust or correct a time record shall be made in writing and any change must be approved in writing by the employee's manager or supervisor. Any change to a time record resulting in a payment adjustment over the amount of \$___ will require approval by the employee's manager or supervisor.
5. All timesheets shall be signed by the employee's manager or supervisor and the Finance Director shall be responsible to collect all timesheets from the managers or supervisors each pay period.

SUBSTITUTE ORDINANCE NO. 2024-WS-05

INTRODUCED BY MAYOR AND COUNCILPERSON NIKOLIC

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CREtelligent AND DECLARING AN EMERGENCY

WHEREAS, the Village Oakwood has received reports of various illnesses suffered by residents in the vicinity of Wright Avenue in the Village; and,

WHEREAS, Council has determined that it is in the best interests of the Village and the health and well-being of its residents, visitors and persons working within the Village to investigate potential environmental sources of said illnesses to determine what if any further steps should be taken;

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

SECTION 1. The Mayor be and is hereby authorized to enter into a contract with CREtelligent substantially in the form attached hereto and incorporated herein as Exhibit "A".

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being the urgent need to determine potential environmental sources of reported illnesses in the vicinity of Wright Avenue in the Village, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____
Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024 - was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2024.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2024 - was duly posted on the _____ day of _____, 2024, and will remain posted for a period of fifteen (15) days thereafter in the manner specified in the Oof Oakwood.

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT A



2717 S. Arlington St., Suite C
Akron, OH 44312
E.f.hamilton@cretelligent.com

January 8, 2024

Ed Hren
Engineer
Village of Oakwood
24800 Broadway Ave
Oakwood Village, Ohio 44146

Via email: ehren@cveiimited.com

Re: Proposal
Preliminary Assessment
Environmental Conditions
Wright Ave, Oakwood Village

Dear Ed:

CREtelligent (CREt) is pleased to present this proposal for a preliminary assessment of environmental conditions along Wright Ave.

INTRODUCTION

During a recent meeting at your office, we heard concerns from Council President-elect Erica Nikolic regarding possible contamination of soil along Wright Ave associated with nearby industries. This proposal has been prepared to begin gathering data that might be able to help better understand that concerns raised.

SCOPE OF WORK

We have developed a scope of work that includes the following specific services:

INTERVIEWS

We are proposing to interview residents along Wright Ave and other nearby streets to better understand their concerns. During these interviews we will gather basic demographic data (age, gender, etc.). We will ask residents questions about where they have lived and worked now and historically. We will also attempt to gather information about other habits that might affect exposure to environmental contaminants. We will also ask residents to describe any concerns they have related to local environmental conditions. We will also ask residents if they have any health concerns. Response to any and all interview questions will be voluntary.

A questionnaire will be developed and used so that consistent and uniform information is collected. Residents will be requested to complete this, or another, questionnaire prior to the interview. It is likely that we will walk the neighborhood, particular properties of residents who have agreed to interviews prior to in person interviews. That reconnaissance will help guide the interview process.

Interviews will be conducted a location convenient for residents. We would propose a location at the Village Hall or even your office. Audio and/or video recording of the interviews might be conducted.

DESKTOP RESEARCH

After the interviews are completed and results reviewed and compiled, we will continue our research to understand possible sources of environmental contamination in the area. We will use an outside data contractor to compile a list of properties/businesses within a to be determined radius of the affected area. These data will include a list of businesses that have activity that has been reported to state, federal and local environmental authorities. The search area will be developed using an understanding of prevailing winds. We will also perform a visual reconnaissance from public roadways in the area to assess completeness of the data provided by the data vendor.

SAMPLING

CREtelligent is proposing to collect representative soil samples from the neighborhood to begin to develop an understanding of existing conditions. Soil samples will be collected from the near surface and from a depth of approximately 12 inches at each location. The study area will initially focus on properties east and west of Wright Ave between Forbes Road and North Lane. The study area may be adjusted based on the results of interviews and research described above.

This proposal includes costs for collection of two samples from each of 15 locations. Samples will be collected using properly decontaminated tools into laboratory supplied and prepared containers appropriate to the proposed analytical program. Samples will be maintained in an iced cooler under strict chain of custody until delivered to the analytical laboratory.

It is anticipated that samples will be submitted to Summit Environmental in Cuyahoga Falls Ohio. At this time, we are proposing to request samples be analyzed for the following metals via EPA Method 6010D:

- Selenium
- Vanadium
- Arsenic
- Tin
- Barium
- Lead
- Hexavalent Chromium
- Trivalent Chromium
- Copper

This list is subject to change based on the results of our research and interviews. The parameters listed above are, however, typically what one might expect to be discharged to air from the types of industries in the area.

Sampling locations will be restored by placing soil back into the excavation/hole. Topsoil and grass seed will be spread over each location. We are not proposing any ongoing maintenance or watering of samples areas.

PROJECT MANAGEMENT AND REPORTING

At the conclusion of the work described above we will prepare a report. The report will include a summary of work completed and detailed review of the results. The report will not name any resident specifically but will refer to interviewees in a generic sense. The report will include photographs, figures and other exhibits as appropriate.

We will also include recommendations. As discussed during our meeting, should our results suggest that there is some widespread impact we would recommend that the results be provided to the County Board of Health and/or the Ohio EPA.

ESTIMATED COST 1

CREt has prepared the following budget for this project, based on the scope of work described herein:

Task	Estimated CREt Cost	Estimated Expenses	Estimated Laboratory Cost	Total Estimated Task Cost
Interviews	\$6,000			\$6,000
Desktop Research	\$1,000	\$500		\$1,500
Soil sampling	\$2,000	\$1,000	\$7,000	\$10,000
Reporting and project management	\$5,000			\$5,000
TOTAL ESTIMATED PROJECT COST				\$22,500.00

This budget includes the following assumptions:

- Interviews will be conducted at a location to be provided by the Village. Two full days have been budgeted for interviews.
- Soil sample locations will be marked in the field. We expect the Village Engineer will provide us a drawing for our report documenting sample locations.
- If, after completing interviews, modifications to the list of laboratory analytes seems appropriate we will prepare a modified scope of work and advise any budgetary impacts prior to proceeding.

All work will be completed in accordance with the attached terms and conditions.

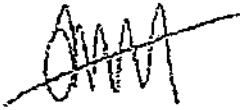
SCHEDULE

We are prepared to begin scheduling interviews immediately upon receipt of authorization to proceed. We will also commence the desktop research task immediately upon receipt of authorization to proceed. Soil sampling will be scheduled once the interviews and research are completed. Soil sampling will require snow and frost-free conditions. The soil sampling will take approximately one week to complete. Once the soil samples are collected, laboratory analysis will require approximately one week. Altogether, it is anticipated that this project will take 6 to 8 weeks to complete, contingent upon weather and other conditions beyond our control.

CREtelligent appreciates the opportunity to propose on this important project. Please do not hesitate to contact the undersigned with any questions or comments.

Regards,

CRETELLIGENT



Fraser K. Hamilton, Sr PG EP
Director, Environmental Consulting

1. The cost to the client shall not exceed the estimated cost without the client's prior written consent.

Authorization to Proceed:

Please sign below and include appropriate contact information.

(Client or Authorized Client Representative) Date

Printed Name Title

Billing Contact Information:

Contact Name _____

Company Name _____

Address _____

City, State, Zip _____

Phone Number _____

Fax Number _____

Email Address _____

Proposal
Preliminary Assessment
Environmental Conditions
Wright Ave, Oakwood Village

APPROVED AS TO LEGAL FORM

James A. Climer, Law Director

CREtelligent
General Conditions

1.0 BILLING

1.1 Invoices will be issued with the report, unless the work extends for more than 1 month, in which case invoices will be issued every four weeks. All invoices will be payable upon receipt, unless otherwise agreed.

1.2 Interest of 1 and 1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 15 days. Payments will be applied first to accrued interest and then to the unpaid principal amount of invoices. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

1.3 In the event that the Client requests termination or suspension of the work prior to completion of a report, CREtelligent, (the "Company") reserves the right to charge the Client for work completed and charges incurred by the Company as of the date of termination, including a charge to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. The Company reserves the right to impose a termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of termination.

2.0 WARRANTY AND LIABILITY

2.1 Company will provide services in accordance with the specifications prescribed by its Clients, in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. The Company hereby disclaims any warranties or representations, either expressed or implied, other than as expressly stated in the Company's proposals, contracts or reports.

2.2 The Company, its employees, subcontractors and agents shall not be liable for indirect or consequential damages, including without limitation loss of use, loss of value and loss of profits.

2.3 In addition to the limitations provided in 2.1 and 2.2, and notwithstanding any other provision herein, the liability of the Company, its employees, subcontractors and agents shall be limited to injury or loss to the extent caused by the negligence of the Company, its subcontractors and/or agents hereunder; and the liability of the Company for injury or loss arising from professional errors shall not exceed the lesser of (a) the total amount billed by the Company for the services rendered to Client, or (b) \$10,000. In no event shall the Company, its subcontractors or agents be liable for injuries or losses pertaining to environmental impairment, pollution, radiation, nuclear reaction or radioactive substances or conditions.

2.4 The Client agrees to indemnify and hold harmless the Company, its employees, subcontractors and agents against and from any claim, liability, attorneys' fees or other defense costs incurred because of (i) injury or loss caused by the acts and omissions of the Client, its employees, agents, contractors or subcontractors, and (ii) any third party claim arising from the performance of services hereunder by the Company, its agents or subcontractors with respect to claims that do not arise solely from the negligence or willful misconduct of the Company, its agents or subcontractors.

2.5 In the event that the Client asserts a claim against the Company that causes the Company to incur defense costs, and a court of law or arbitration panel rules in favor of the Company, the Client shall reimburse the Company for all costs, including attorney's fees, incurred by the Company in defending itself against such claim.

3.0 GOVERNING LAW:

These terms and conditions shall be governed by and construed in accordance with the laws of the State of California (without regard to its conflicts of law's provisions). The parties hereto hereby agree that venue of any action under these T&Cs shall be exclusively in Sacramento County, California, and that these terms and conditions are performable in part in Sacramento County, California.

ORDINANCE NO. 2024-WS-12

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT FOR BUILDING INSPECTION SERVICES WITH SAFEUILT OHIO, LLC, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Oakwood deems it advantageous to enter into a professional services agreement (the "Agreement") for building inspection services for twelve (12) months, and which automatically renewed for twelve (12) month terms absent notice to the contrary; and

WHEREAS, the Village of Oakwood entered into the Agreement with SAFEuilt Ohio, LLC on August 25, 2021 in accordance with Ordinance No. 2021-52; and

WHEREAS, the Village of Oakwood and SAFEuilt Ohio, LLC desire to enter into the First Amendment to the Agreement in order to update the Fee Schedule, as more specifically described in Exhibit "A" to this Ordinance, which is attached hereto and incorporated by reference; and

WHEREAS, all other terms of the Agreement remain the same and are in full force; and

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

SECTION 1. The Mayor be and is hereby authorized to enter into the First Amendment to the Agreement with SAFEuilt Ohio, LLC, a copy of which is attached hereto and expressly made a part hereof by reference and marked Exhibit "A".

SECTION 2. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the continuation of uninterrupted building inspection services is of paramount importance to the citizens of Oakwood, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Gary v. Gottschalk, Mayor

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-_____ was duly and regularly passed by this Council at the meeting held on _____ day of _____, 2024.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-_____ was duly posted on the _____ day of _____, 2024, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers in the locations and manner provided in the Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

**FIRST AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF OAKWOOD, OHIO
AND SAFEbuilt OHIO, LLC**

EXHIBIT
"A"

THIS FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT is made effective as of the date of the last signature below by and between Village of Oakwood, Ohio (Municipality) and SAFEbuilt Ohio, LLC, a wholly owned subsidiary of SAFEbuilt, LLC (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

This Amendment shall be effective on the latest date fully executed by both Parties.

RECITALS AND REPRESENTATIONS

WHEREAS, Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on October 11, 2021; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Agreement, Exhibit A, 4. Fee Schedule shall be updated to include the below:

Service Fee Schedule:	STANDARD HOURLY RATE:
Inspection Services • Building, Mechanical, Plumbing, Electrical	\$90.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$100.00 per hours – two (2) hour minimum
Hourly inspection time tracked includes roundtrip travel time between Consultant's location and Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	

3. All other conditions and terms of the original Agreement not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Ohio, LLC

Village of Oakwood, Ohio

By: _____

By: _____

Name: Matthew K. Causley

Name: _____

Title: Chief Operating Officer

Title: _____

Date: _____

Date: _____

2021 EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultants representative(s) will be available by cell phone and email

<u>Deliverables</u>	
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day

4. FEE SCHEDULE

- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

<u>Service Fee Schedule:</u>	
Inspection Services	\$81.00 per hour – one (1) hour minimum
• Building, Mechanical, Plumbing, Electrical	
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	

ORDINANCE NO.: 2024-WS-32

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR FUNDING UNDER THE NATUREWORKS PROGRAM FOR THE BOOKER AVENUE PARK PLAYGROUND IMPROVEMENTS PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks grant program; and

WHEREAS, the Village of Oakwood desires financial assistance under the NatureWorks Grant Program to make improvements to the playground at Booker Avenue Park,

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Oakwood, County of Cuyahoga, State of Ohio, that:

Section 1: The Village of Oakwood approves filing this application for financial assistance.

Section 2: The Mayor is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

Section 3: The Village of Oakwood does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the NatureWorks Grant Program.

Section 4. The Council of the Village of Oakwood hereby authorizes and directs the Finance Director to amend the appropriations as required for the expenditures outlined within this Ordinance:

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings 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 the Village's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

Section 6. This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village and for the further reason that there is an impending deadline for submission of the grant application. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-WS-32 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2024.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No.2024-WS-32 was duly posted on the ____ day of _____, 2024, and will remain posted in accordance with the Oakwood Village Charter

Tanya Joseph, Clerk of Council

DATED: _____

Approved as to legal form:

James Climer, Law Director

ATTEST:

Tanya Joseph, Clerk of Council

**VILLAGE OF OAKWOOD
ENVIRONMENTAL COMMITTEE MEETING MINUTES
2024-3-26**

ATTENDANCE

Erica Nikolic, President*
Eloise Hardin, Ward 2**
Paggie Matlock, Ward 3**(*)

ABSENT

Brian Thompson, Finance Director	Carlean Perez – Recreation Director
Ross Cirincione, Prosecutor	Gary V Gottschalk, Mayor
James Climer, Law Director	Tom Haba, Service Director
Dave Tapp, Fire Department	Mark Garratt, Police Department
Johnnie Warren, President Pro-Tem	Matt Jones, Village Engineer
Mary Davis, Ward 4	Daniel Marinucci, Chief Bldg. Official
Candace Williams, Ward 5	Taunya Scruggs, Ward 1

*Arrived after roll call

*Chairman of Environmental Committee

** Members of Environmental Committee

Meeting opened at 5:35pm by Nikolic

Pledge of Allegiance

Roll Call taken

Nikolic: So, we'd like to begin our presentation with Elena Stachew. She's going to present options for climate action plans for the Village. **Stachew:** Hello everyone, (inaudible) I would be happy to talk about that a little bit. So, that was the organization, and your Village joined I believe, in 2022. And I will send that resolution so you can see it. And that's where the Village joined PCSO, which is a free, statewide nonprofit organization. Where we provide free technical resources to communities across the state of Ohio. We just got 50 communities, which is very exciting. And so, what I wanted to share with you all because Erica had brought up to me. Wanting to find a right sized fit plan to pursue for Oakwood Village. Given its size and what you're all interested in. So, what I'm showing you is a memo we have prepared, for you all to look at the different options. Like sizes of plans, as well as some example plans of similar sized communities in the Midwest. So, this first graphic is showing basically the three types of plans that exist. And it goes from top to bottom, smallest to largest or least amount of work required to the most amount of work required. Is one way to look at it, sustainability memo is just where I feel like we might all fit to start, and it can be a couple of pages. You know, five pages max, try to prioritize a list of near and mid-term city led sustainability goals and strategies and we can help. I'll walk through how you come up with that list of how you prioritize. This climate action plan is an extension of that. So oftentimes you can attach your memo as an addendum. And you might be adding a greenhouse gas emissions inventory specifically. Which is something we actually can do pretty well. So, we can show you guys that, of like where the emissions are coming from in your community, from transportation, from buildings, to electricity usage. And it also can include climate mitigation and adaptation goals. So how do you adapt to the changes that are taking place, not just dealing with emissions reduction. And then our sustainability plan

really aligns with social and economic benefits to your community. But communities can choose to be a part any of these. It really just depends on what you all want to do. But I assumed given a right size fit, it would be good to start with the sustainability memo first. And then work on other pieces you all might want to do as a community. So, just give me a step to scroll through this because it's text that you can read later. It describes basically what I said in text form. So, when choosing the right plan, these are some questions that we suggest a city or a village consider, it's like the scope. What are existing gaps in your city's goal setting, documents, and strategies, do you have an existing budget for plan development broadly that sustainability or climate action could fit into, what's the current capacity of Village Council or staff, and what current data assets does the city have? They are pretty general questions we'll get into in a little bit. And then we wanted to, in terms of if you say, thinking about a sustainability memo right. You might want to consider some key priority areas. We suggest, for memos, that you consider the first four to six. So, in this list we've got energy efficiency and buildings. So, we're thinking about new builds, retrofitting, or renovating, older housing stock, like what that might look like. Climate change adaptation and resilience, that's like disaster preparedness almost. Like major flooding events, major storm events, just how you can help residents prepare for increased risk to, like public health threats. Like if we think about the air quality that we had back in last summer because of the wildfires. Which is scary to think about when I think back to that time. Renewable energy suggested increasing share of renewable energy. That perhaps if the residents purchase, you know, through like an aggregation program, like the NOPEC options. Transportation and mobility, so that's like where the electric vehicles piece kind of fit in. Waste management and natural resources management in green space and parks. There are other pieces here, but I wanted to mention at least the first six as a starting point to economic development, land use, diversity, equity, and inclusion. I'm just going to. And then in this table, what we do is what we give you is an idea of some exemplary strategies to follow. So, if there's a summit of interest to, oh my gosh, really pursue, that can really start to build up that priority list for you in these areas. So, in this table we have these are just strategies we've seen from cities across the country. And what they continually adopt as a strategy to reduce their emissions, that you can look through. And then what we did here that I wanted to show you all was we have linked plans for review. So, this would be, again, cities of like size within Grand Marais, Minnesota. **Hardin:** You have a recommended plan, where did that come from? **Stachew:** These are recommended plans for review. Or do you mean where do we find these plans for the community? **Hardin:** No, what made you... **Stachew:** Oh, choose those plans? **Hardin:** Yes. **Stachew:** We were trying to choose cities of similar population size and demographics, as well as being based on my last. Those were our factors in choosing, so we wanted to stay within the Midwest. Because the challenges of, say, that renewable energy generation are fairly similar, housing stocks are similar. And then we chose, based on the size of your population and your demographics. And try to match that as best as we can to other villages that have more cities that had plans. **Hardin:** So, are you saying we can just take this, or do you still want us to come up with our own? **Stachew:** It's really up to you, so, these are plans just to review as to what other cities have done. So, this is a 23-page grant from the city of Grand Marais, Minnesota. You can look through it and decide if you like some elements of it or not. You also don't have to go for 23 pages like I recommend five to ten pages. You could really start with that table of those priority areas and really come up with some strategies you want to implement. That's one way to do it, so they're just some things to look at so you can get inspiration. **Hardin:** Okay. **Stachew:** So, there's a couple in here, so I just wanted to showcase that we got a couple in Minnesota, Wisconsin,

Oberlin, Ohio, and Greensburg, Kansas. But the one thing I wanted to end on was we have three parts. So, this is actually how you can start building a plan. So, you can say we're going to do a sustainability plan, let's say we try to keep it to ten pages. For our next or those first six priority areas and come up with some strategies. You can use these forms that we've prepared. And literally walk through it as a committee or as you know, like as city staff. And what it does is it's a form that just gets you just to think through the different parts of how this plan process could go. And then basically it creates one. If you do say all three parts, we get that information that kind of creates a road map that we can send back to you. It's like kind of like your first draft of a plan, and it just makes it a little bit easier to walk through because it's a little fun. **Hardin:** Do you have a format for the time frame you would expect us to operate within these steps that you're giving us? **Stachew:** We follow the city's timeline, so if you think over the next year or the next six months is reasonable. That's typically what we recommend for a plan of this size. But again, if it takes longer... **Hardin:** That would be something we needed to answer to. **Stachew:** Yeah, and these Google forms do take time. So, what I'm suggesting maybe is if you all decide to walk through this together. And you get stuck at certain points, you're welcome to email or call me and we can walk through that stuff. So that's what I wanted to show you at least, in terms of that memo. It kind of provides like if you follow those Google forms, you take a look at those recommended plans. And then you look at those list of ten priority areas and those exemplary strategies. It gives you enough of a bare bone structure to start from. The other thing I do want to mention, just because we do offer this. We do have greenhouse gas inventory for our community. So, if you all would like one, we can run one for Oakwood Village. So, we can do it based on estimated data. We don't necessarily need data from you all, but if you say or city engineer or someone in public works collects utility data. The more accurate data we have about Oakwood Village, the better that inventory is. And basically, what it shows you, it has what's called a scenario planner. Basically, you see this graph here, right. So, it's metric tons of CO₂, carbon dioxide equivalent and years. So, we will take the baseline forecast just like where your emissions are today. And like if business as usual, this is what it would be. And then if you go to the right there's these different options. So, you can say we want to increase home electricity efficiency citywide. Maybe the goal we might want to set for ourselves by 2030 is 15% higher. Say we want to increase residential solar adoption by 25%. And maybe we want to increase our (inaudible) canopy by 10%. What we'll do is that scenario with that green dotted line. Will start to drop down to show you. Based on the targets you're kind of setting for yourself as a community. Across different years, how your emissions will reduce. So it's really a cool visual, I think. And if there's pieces in here that you want to see added. We have wastewater consumption, a lot of different things. But if you want a different option added, like we really want to explore what happens if we do this action. And how that would reduce our emissions over time. So, that's something, I just wanted to show you those two pieces. Because I feel like the sustainability plan can kind of craft with those documents in that memo on your own time. But if you think the data piece, the emissions inventory would be helpful. Of course, we can schedule an introductory kind of walk-through with our technical analyst John Paul Diversa. And he would start in April or May, starting the new greenhouse gas metrics. Because he has a backlog of communities he is finishing up right now. About April or May is when he'll start new ones. **Hardin:** This is good, and the only thing we talked about before was the practicality of this area having an electrical station here. Do you recall that? **Stachew:** You might have to remind me. **Hardin:** Can we use that as our objective? **Stachew:** I'm just not sure what you mean by electrical station. **Hardin:** The last time the whole group of you were here. We were talking

about the practicality of electric cars. Just a general statement and with that, someone said well, what would it take if we bring some down at Sam's Club or the hotel. You remember that? If we had something like that here, do you remember that? **Stachew:** Yeah, it's ringing a bell, I'm putting in charging infrastructure. **Hardin:** You got to help me because the bell's don't ring like they used to. **Stachew:** That's okay, so it's electric vehicle charging. **Nikolic:** We also talked about that, so maybe a little more recent thing for you. **Matlock:** Yeah, no, we brought it up last year, was it last year they were here? I think last year or two years ago we were talking about the electrical or the stations being placed in Sam's Club and perhaps, the hotel. Because of the fact that it generates a lot of business in that area. We think you're right off the highway. People are getting these new EVs, and where would they charge that close to proximity when you're at a hotel? We were thinking, okay, we put some over there and Sam's Club, which is across the street, right? That could be a plus for us, especially vacation time. Because they're looking for those charging units when they are vacationing. **Hardin:** I don't mean to distract you, but I just thought I'd, you know, kind of make sure that I'm following some continuity. These are some of the things that you've done and how you went about it. But in keeping in mind that that was one of the things we talked about. **Stachew:** Yeah, so I mean, if you wanted to explore that EV charging stations route. There's a couple of ways you could do it. There are a couple different operators of EV charging infrastructure throughout the country. In which we've facilitated calls with them and with the city or Village like yourself. And they talk about their financing model, like, do they install it for you? What's their maintenance plan? Is it a free public charging infrastructure or is there a charge? **Hardin:** Okay. **Stachew:** So, we can facilitate a couple of those calls based on different commercial partners that I work with in cities across the state. NOACCA also, the Northeast Ohio area wide coordinating agency, received a \$15 million grant for electrical electric vehicle charging infrastructure. In their plan, they listed like 40 to 60 something charging stations across northeast Ohio. I don't know if they've contacted Oakwood Village to be like, we want to put charging stations in your Village. Because they're reaching out to municipalities that they listed in our plan. To determine where the best place is for that charging infrastructure. They're asking for a 20% cost match for this grant. So that's another avenue to look at. Lastly, we have a group called Electrification Coalition. That's like on the team with me at PCSO that talks about all of this. So, they can talk through the different options of different ways you can go for financing and how you're going to go about installing those charging infrastructure. So, they're based, one of them is based in Columbus. So, if there was a way to do something like a zoom call during your meeting, that might be easier or sometimes. But that was something that we could set up. **Hardin:** I just wanted to kind of bring it home where we are. I didn't mean to stop you. **Stachew:** Yeah, there are ways to do that too. I actually stopped here because I wanted to be like, here's the plan, here's the inventory. And see if you all have questions. **Nikolic:** Thank you so much, Elena, so for us, action steps to starting the plan. Reviewing the prior proposals and then, of course, starting with choosing priorities for our Village. And some, some specific ones, community health, we're going to do some environmental testing, energy efficiency buildings, climate adaptation and resilience. There were some conversations with FEMA. We were at a conference, a week ago, and I've made some contacts with FEMA. They're going to come and speak. So, all of April, we're going to have stakeholder presentations from Michael Benson's corporation. Do you know rap? **Stachew:** Yep. **Nikolic:** So, he wanted to come, so next month they'll all do some presentations. But I wanted to while we have the opportunity Mr. Siggers, would you like to introduce yourself? **Siggers:** Hi everyone, I am Brian Siggers, I am the Cleveland Metro Advocacy for the Ohio Environmental

Council. **Nikolic:** So, Mr. Segers, I had the pleasure of meeting him at the Black Environmental Leaders Scholarship luncheon. And I spoke with him about our recycling program and how he got Cleveland up to speed on their recycling with Mayor Bibb. So, I would definitely love to loop in Mr. Siggers to help us continue building this plan. So, I'm glad to see you here and the misses, congratulations on your wedding. So, we have a meeting starting at six. But what we would love to do is we're going to, in our next meeting, just review the plans, identify priorities. And, next month is Earth day, Arbor Day and then we can go over some other things relating to our plan. But that would be our first opportunity to identify our priorities and just start building out our plan. So, if you intend to come back at our next environmental committee meeting. Maybe we could send you a draft of something beforehand or we can maybe work through it.

Stachew: Yeah, or if you want to do more fact finding first because you're kind of going to present. To kind of influence what strategies you might choose. We can always invite reconvene at the end of April. It might be a good time for you to share a draft. And I could talk about would you want to incorporate that inventory as like a data kind of piece or not. That might be a good point to reconvene. **Nikolic:** Right, and I like the I like the greenhouse gas inventory. But how do you come up with the percentages? Is it based on what you want to happen in the Village?

Stachew: So, we can advise you on like what percentages are like realistic targets to start. And if you could change just because for one, what I showed you is from University Heights. Just like the community size is a little bit different. So, depending on how many houses you have, let's say 10% is more achievable than, say, 25. So it's quite a few and then we can talk through how to set those targets initially. **Nikolic:** Okay great, well thank you very much. Moving on to agenda item number four, Earth Day. So, the discussion of Earth Day on next month, we spoke with the County about getting some trees to plant with the community. So, the County has, Soil and Water has agreed to donate some trees for us to plant. The Service Department identified some land around Rome to plant the trees in connection with youth in that area. So, that would be on April 28th. Northeast Ohio electric car vehicle, they'd like to come and display some electric vehicles and that would be on the 27th. And so that day, I'm looking to maybe have a lot of different things going on. There's a gentleman called Hood Honey; he actually brings a demonstration for honey. And as a part of an environmental demonstration, I'd love to get more ideas about how we can kind of build out our Earth Day. As this is our first attempt at doing the Earth Day. The initial day would be formed around the electrical vehicle display. And then start to change and shift the mindset about driving electric vehicles. And once that's completed, we can find other things. You know, maybe some games and things for the kids to boost the recycling education as well. Maybe some food vendors, so I'm open to suggestions about what we can do for that. And, if there's any ideas, we can keep that discussion going. But that would be all of April, it's Arbor Day and Earth Day during that month. So, that concludes that discussion, are there any questions about Earth Day or any of the activities? **Hardin:** So, this is the first I'm hearing of it. So, will you give us all of this in writing? And this has all been planned already? **Nikolic:** Just the dates have been set, but nothing has been planned. In order to get the trees and everything, you got to kind of get out there and let them know you want to do something. So, they let you know when they're available. So, those are the days they are available because, you know, it fills up pretty quickly. They have events at the zoo and a lot of other communities that are already established. So, you know, we just took a day that they would be available to come and plant. **Hardin:** Who is this again? **Nikolic:** The county, Soil and Water, we went to their luncheon at the Music Box. **Hardin:** Oh, so we do this every year. **Nikolic:** I don't know if you...but there are two aspects. The planting of the trees and then trying to do an

Earth Day event. As you know, the electric car organization will come and display the cars and hopefully get some other. **Hardin:** Planting of the trees is something... what day is it? **Nikolic:** The 28th. **Hardin:** Of March? **Nikolic:** April. **Hardin:** Oh, boy, I'm sorry, like I said, the trees we've done every year. Because the trees in the quadrant at the freeway... **Nikolic:** Right, she mentioned that, on the 27th, the electrical vehicles will come and be displayed. And we're trying to get some similar activities scheduled around that car display. So, it wouldn't just be the cars, it would be Hood Honey, and some other stakeholders that could come and educate the community. **Hardin:** Are you saying that would tie into the electrical outlets? **Nikolic:** No, it's just a way to educate the community. Just an event to start people thinking about Earth Day. **Hardin:** Oh, okay, I got it. **Nikolic:** Okay, any other questions or discussions? Hearing none, may I have a motion to adjourn?

Motion to adjourn made by Hardin seconded by Matlock
YES VOTE: Nikolic, Hardin, Matlock
MOTION PASSED
Adjourned at 6:00 p.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council

**VILLAGE OF OAKWOOD
FINANCE COMMITTEE MEETING MINUTES
2024-3-26**

ATTENDANCE

Erica Nikolic, President
Johnnie Warren, President Pro-Tem*
Taunya Scruggs, Ward 1*
Eloise Hardin, Ward 2
Paggie Matlock, Ward 3
Mary Davis, Ward 4
Candace Williams, Ward 5*

Gary V Gottschalk, Mayor
Brian Thompson, Finance Director
James Climer, Law Director
Carlean Perez – Recreation Director*

ABSENT

Ross Cirincione, Prosecutor
Dave Tapp, Fire Department
Mark Garratt, Police Department
Matt Jones, Village Engineer
Tom Haba, Service Director
Daniel Marinucci, Chief Bldg. Official

*Arrived after roll call

*Chairman of Finance Committee

Council as a whole are members of the Finance Committee

Meeting opened at 6:05pm by Williams

Pledge of Allegiance

Roll Call taken

Williams: All right, we will start with the Mayor's budget this evening. Is that correct?

Thompson: Yes, the Mayor should report on that. Mayor: (inaudible) Climer. **Williams:** Do you need him here to present? **Gottschalk:** I think there has to be some clarification on some things said yesterday. **Williams:** Are you clarifying something, do you know what he's talking about?

Climer: I will clarify when asked. **Williams:** Mayor, is there something you want him to clarify? **Gottschalk:** Yeah, with what we discussed regarding the submission of the budget.

Climer: All right, and I think everybody received the email I sent to Ms. Nikolic. I emphasized it (inaudible), and I responded to the person who asked. All right, with that said, I revised code 5705.38, it requires, permits a temporary budget prior to the first day in April. And then a permanent budget has to be passed. In this case, it appears the Council intends to pass a 50% budget. They call it permanent, and they can modify that in the future. My suggestion is that this probably doesn't meet the requirements of the revised code. Case specifically, but I'll attempt to...

Gottschalk: Speak a little louder, I can't even hear you. **Climer:** All intentions seem to be to pass that 50% budget. And modify it later on, which seems to me to be the definition temporary budget. My suggestion would be past a realistic permanent budget that needs to be modified later on. I think you'll have more solid legal grounds. **Williams:** What do you mean by realistic?

Climer: Well, I think everybody knows a 50% budget isn't going to last a years. **Williams:** But there's no O.R.C language for realistic. **Climer:** You're required to pass a budget. **Williams:** A permanent? **Climer:** Permanent. **Williams:** That's the language that's used, permanent? **Climer:** Yes.

Williams: Okay, our permanent budget will be the 50% budget that will take us through June 30th, 2024. **Climer:** I am not going to endorse that point of view. I don't know how it would be viewed by the Auditors. **Williams:** Okay, we don't technically need your endorsement.

Climer: I know you don't. **Gottschalk:** I want to make clear that any liability will be on the Council. Considering the fact the County looks at this and doesn't like it. **Williams:** We are fully liable for the budget as we have always been, and we will continue to be. **Gottschalk:** No, we're talking about, again, if they're not satisfied with the way this is submitted. There's a liability involved, and Council is going to be charged with it. **Williams:** There's no satisfaction here, the O.R.C. says we need to pass a permanent budget by March 31st. We are passing a permanent budget at 50%, that will take us through June 30th. **Gottschalk:** But how can be permanent when it's 50%? **Williams:** Because we're making it permanent. **Gottschalk:** And that's what I'm saying. You're making it permanent and I'm saying that if in fact there's any liability in the part of the County, Council is going to be charged. **Williams:** Okay, we're the legislative authority. So, we have the authority to make that the permanent budget. We could make it a \$2 budget if we wanted to. We could take us through May 31st if we wanted to. We could restrict it even further, this Council's authority to do just that. **Gottschalk:** It's Council authority to be following what was asked by the County in terms of submitting a full budget. **Williams:** Yes, and are you going to be ready to submit that by March 29th? **Thompson:** What I did provide tonight was the 50% that you asked for. **Williams:** All right, so there we are, we're good. March 29th it'll be into the County, 50%, take us through June 30th. **Gottschalk:** Included in that budget will be the road projects. Because there's road projects that have to be paid. There's Tryon Rd, Forbes Rd, Fair Oaks, Oak Leaf Rd. You have, Tryon Road, phase one, and you have first place. There's a number of projects that are going on that have to be paid for or we lose the grant. **Williams:** Included in that budget are the same numbers that you just saw for the first quarter of the year times two. That's what's included in that budget. **Gottschalk:** The times two doesn't cover in fact there might be some payments in the third quarter of the year. Or there could be some payments, in fact, I have one or two of them might actually be paid before the second quarter is over. **Williams:** This is where we're at and also, we asked the Engineer to get us a summary of all projects. So, no changes have... **Gottschalk:** Did he give it to them? **Thompson:** Not yet he's working on it. **Gottschalk:** I just don't want to lose these grants. **Williams:** We can have a special meeting for anything at any time, for any emergency amendments. Council are we aware of that? **Gottschalk:** Okay, I think we went over this last night. The one change that was made, I took out the Dance Learning Center. And obviously the reason for that is trying to attract fifteen to seventeen million dollars. I would like to have had a little bit of... besides a phone call and some written correspondence, something more than that. But at the same time, I don't need to be going through last night. Seeing that any member of Council is going to try to or are not happy over the organization of the Advanced Learning Center and the additional directors. You said that's not going to happen, so I took it off so there's no interference at all. The Advanced Learning Center is independent as part of the Oakwood Village. At the same time, it's not a Charter School and it should be quite exciting. As they say, particularly with some of the electives. The way this works is, the first year is just going to be thirty 11th graders. The second year is going to be about ninety 10th and 12th graders. The third year will be 120, and obviously, that's not all Oakwood. Some of the people will be coming from Bedford. To take advantage of these electives in the second half of the day. The first half of the day, they are in Bedford taking the courses are required for them to help get you to graduate. But just to give you an example of a few of the electives that are going to be at the Advanced Learning Center. Exploring careers in health and medicine via UH Ahuja Medical Center, Constitution 101 (meaning history), Rembrandts cleaning up canvas and sculpting with clay, history of the Civil War until present, and entrepreneurship (how to start your own business). So, those are some of the electives we

will offer to our students at the Advanced Learning Center. **Williams:** Are you in the Mayor's budget right now? **Gottschalk:** Yeah, I'm just saying that was what... I didn't want to have any of that interfered with. So, I eliminated the \$13,000. I took out the Advanced learning center, that \$13,000. **Williams:** So, it's not in the budget? **Gottschalk:** It's not in the budget. **Williams:** Okay, can you go to your Mayor's office budget for us? **Gottschalk:** Well, other than that, nothing else has changed. **Williams:** Can you talk to us about what the Mount Zion activities are and why they're called Mount Zion activities? **Gottschalk:** Because there at Mount Zion. **Williams:** Are they Mount Zion activities and not ours? **Gottschalk:** You've never been to one of these so you can't understand. These are very simple; we've been doing this for 30 years. Where we have breakfast for our residents. Because there were too many people, we couldn't do it any more at Sam's Club. So, we did it at Mount Zion. And there's two breakfasts, one this one in the late spring and one in the fall at Mount Zion. **Williams:** We've asked them to retitle that to whatever the event is called. And if you want to put at Mount Zion, but it shouldn't say Mount Zion Activities. **Gottschalk:** The reason is, there will be a Mount Zion Pharmacist there. At the same time, we'll be giving out about thirty \$20 certificates to the shopping (inaudible). **Williams:** Did you say pharmacist? **Gottschalk:** Yeah, one of the pharmacists will be there to just talk about nutrition and about health. **Williams:** Mount Zion pharmacist? **Gottschalk:** No, Sam's Club. **Williams:** Okay, that's not what you said. We're asking that to be retitled, it's misleading. **Gottschalk:** It's okay, it's not the end of the world. **Thompson:** First it was events at Mount Zion, but we put today Mount Zion. **Williams:** Yeah, events at Mount Zion, it just needs to be clear. **Gottschalk:** You'd hate to be making changes much, though. Only because people are so used to hearing that other title, but it's all right. **Williams:** Yeah, but it doesn't look appropriate for us, as a government, with several churches in our Village. To be looking like we're paying for activities for Mount Zion. That's our concern, we have other churches in the Village. **Gottschalk:** Yeah, but they can't handle... you can't be having a hundred people coming in anywhere else in terms of parking. Anyway, it's very successful and you don't change things that are successful. But anyway, so that's that, so we made the name change. **Williams:** Any other questions on this? **Nikolic:** I do, thank you Mayor for your presentation. About the executive screenings, could you tell us a little bit more about it. Are they at UH or do they take place here? **Gottschalk:** Oh, yes, that'll be happening this year, and it includes a number of various examinations. **Nikolic:** That take place here? **Gottschalk:** It will take place at Ahuja. **Nikolic:** Okay. **Gottschalk:** And the seniors that will want to take advantage. I think I might have mentioned last night that, in fact Mary's mom about four, five, six, seven years ago. Took the calcium scoring test, which shows the, the blockage leading to the heart. And there was clearly a problem, and it was taken care of. It could have saved her life. **Nikolic:** How many people participated last year? **Gottschalk:** We haven't done it for the last two years. **Nikolic:** You haven't done it, so what was the \$410? **Gottschalk:** That was what we were spending up until then. **Nikolic:** Okay, so \$410, was that just for miscellaneous expenses or? **Gottschalk:** Well, no, your tying up their staff, and this isn't 1 or 2 tests. We're talking about 7 or 8 tests that are involved, for the seniors to go through. **Thompson:** So, I think they charged about four to five thousand dollars like you got. But we only have like \$410 last year. She was asking what that was. **Gottschalk:** It should be what we spent, what we're going to spend. Which we had in the past, so go back to 2019 or 2020. **Nikolic:** Okay, so then it should be thirty-five. **Gottschalk:** Oh yeah I see, well they did have the 2023 projected appropriations, which is \$5500. And that's what is basically there right now for this year \$5000. **Williams:** Do you know what the \$410... she's asking what the \$410 was spent on if there was no program? **Gottschalk:** I have no idea

what that could have been. **Thompson:** Dee had mentioned something minimal but, I just have to read the details and see. **Nikolic:** So, it looks like the 2021 expenses. This was the last time you actually had people participating in the program, in 2021? **Gottschalk:** Yeah, and by the way, these are some of the tests. You're looking at prostate, for the specific antigen, carotid artery exam, abdominal aortic exam, bone density exam, pulmonary function test, and finally, the coronary calcium score test. Which is used to determine the future risk of heart attacks and other noninvasive, low dose CT scans. So, there's a lot that goes on here. **Nikolic:** And how many people can participate at this amount? **Gottschalk:** Well, you know, when we get to about 70 or 80. We then have to see what their staffing is. Because we can only handle... this will be on a Saturday. So, you know, what they can handle. **Nikolic:** So, it's a one-day event. **Gottschalk:** It's a morning event, you start in the morning about 8:30a.m., and we'll finish at about 11:30am. **Nikolic:** Okay, and I just wanted to, I know we talked about the concerts. Since your concerts are so very popular and they have such great traction. The \$15,000 that you have here, the possibility of getting a corporate sponsor to cover that. The likelihood that you could get a corporate sponsor to cover that is high. Giving the participation and the level of interest. I think it would be maybe worth exploring to see if this is something that you could get a corporate sponsor to. Because it is the stage right? So, they have their banners on the stage, something of that matter. This this may be a good... **Gottschalk:** Thursday nights are really sort of... well these are these are national acts. We're looking at over \$60,000 but you're only going to get \$50,000. But at the same time, I've paid last year for two events that were local that were on Friday nights. And actually, I probably like to see that as part of the Council's expected expenditure than mines. By coming out of the 501 C3, but these were local acts through 1490. And they will do the same thing this year. And what it'll be is this staging, which is \$1700. And then they then bring their own equipment and their own lighting. **Nikolic:** Right, I'm asking, do you think there's a possibility to get. Have you sought corporate sponsorship for your event? **Gottschalk:** I had to in order to be able to get, \$55,000/ \$60,000. **Nikolic:** Okay, do you think this \$15,000, could you get another sponsor to carry that? **Gottschalk:** Oh absolutely, that with what else I get that totals every... In fact, Live Nation just it just took a (inaudible) over at the MGM. Which I don't know whether, you know, by the way, that's up for sale right now. **Nikolic:** Oh yeah, someone mentioned that, yeah. **Gottschalk:** But, in the past year, we've got a number of acts (inaudible) the hard rock. And at the same time, we (inaudible) these are national acts. And that's why we have such a such popularity. We call this concert at Oakwood the Blossum two. It's also very, very good for some of our businesses that come in and with some of their families and, just as a nice promotion for their own company. **Nikolic:** So, you're saying you can get sponsorship for this, yes? **Gottschalk:** If there's other sponsors that you think might be interested, you give me a call. **Nikolic:** Right, I mean, I know before you mentioned that it was a mayor function to do that. The corporate sponsorship and reaching out to companies. **Gottschalk:** These would be now non-Oakwood sponsors. **Nikolic:** Okay, we could explore that. **Gottschalk:** But as I say in fact, when 1490 gets back. We may suggest to them one or two acts. Last year they had Shawn Booker and somebody else here for area acts. And this year they're opened to suggestions if you have. That would be on Friday night. **Nikolic:** Okay, so you're open to suggestions for entertainment? **Gottschalk:** Yeah, for the area entertainment rather than that. **Nikolic:** Okay. **Hardin:** Maybe I missed it, the difference in the miscellaneous contractual Mayor, big difference. What was that? **Gottschalk:** Well, there's only the three things now, right? We only have now those two items, and that's it. We took everything else out. **Hardin:** Oh, gotcha, okay starting with the school. **Gottschalk:** Yeah. **Hardin:** Okay. **Nikolic:** Brian just like to flag just

under miscellaneous contract. In the actual budget, you have \$2,000 instead of \$1,000.

Thompson: You talking about the 2024 projection \$2000. **Nikolic:** Yeah. **Thompson:** You know, what's the question? **Nikolic:** No question, down here it says \$1,000, and up here you have \$2,000. So, it's a correction that needs to be made. **Thompson:** Okay, got it. **Nikolic:** So, who all are technically in your department. Is it just Dee or who's... **Gottschalk:** Just Dee and me. **Nikolic:** So, the \$163k covers you and Dee's salaries? **Gottschalk:** Yes. **Nikolic:** Okay. **Davis:** The cell phone is just your cell phone, right? Does Dee have a cellphone or is it just yours in the budget, do you know? **Thompson:** She doesn't have one, just the Mayor. **Davis:** Okay, thank you. **Williams:** Are there any other questions on this budget? **Davis:** You have on your Mount Zion activities listed at the bottom. You've got \$3,000 for use of building. Why are we paying? **Gottschalk:** Because we're using the building twice for breakfast for. It's now no longer at Sam's Club, we're calling it, sunrise. At the same time, we're using the basketball courts twice a week for Carlean's aerobic activities. She's had about 40, and we're hoping to get the maybe, 70 or 80 within a month. So, we're using that at the same time, in cases of rain out. Usually there's one rain out of the five concerts that we have, and we use the sanctuary. So, for the use of all that, that's what the \$3,000. **Davis:** But when we talked to Carlene, she said she was going to move it back to our community center. **Gottschalk:** But there's not enough parking space for having the sunrise. **Davis:** Not the breakfast, I'm just talking about the Carlean's exercise. I'm just saying that Carlean, when she gave her... **Gottschalk:** I don't know how you're going to have 80 or 90 people in the community center. **Davis:** What she had when I was there, that was about 40 something. **Gottschalk:** Yeah, but she's now working on having 70 or 80 at least. **Davis:** From Oakwood Village? **Gottschalk:** Yeah, well, there could be some from the church as well. But it doesn't matter, I mean, all we're wanting to do is get people more interested in doing some exercise. Doesn't guarantee you're going to live any longer. But you're going to feel better while you are living, that's the key. So, that's what we want to promote. **Williams:** If you're saying those additional... **Gottschalk:** Nobody is being charged for this. But we can touch on that again with recreation. **Williams:** Is there a contract for how much they're getting per hour? How are we being invoiced for the use of this building? Is there a contract? Because if Carlene doesn't use a building or we actually don't have a rainout day. How do we... **Gottschalk:** If we're going to use the building then it can always be amended. As I say, there's no way that she's not going to be using that building twice a week. **Williams:** Well, what happens is that if we put this \$3,000 in the budget. Somehow, it always magically gets used. So, what I'm asking you... **Gottschalk:** That's just the difference between here and Washington. Look at our appropriations, we never spend what was appropriated. We've always spend less. **Williams:** What is Washington? **Gottschalk:** They'll spend not only what they've appropriated, but more, okay. **Williams:** Who is they? **Gottschalk:** And look at our appropriations and check the appropriations for what was spent. In nearly all cases it is less. **Williams:** What are you talking about? I'm sorry... **Gottschalk:** We're just talking about, again, just because it's appropriated, we don't spend it. **Williams:** Well, that's what we've done historically. What I'm asking you, though, is very simple. Where is that contract for us to pay Mount Zion? So, we know how much we're paying per hour when we actually do. **Gottschalk:** We're not getting into that, oh please. If we are using this building for as much as we use it for; this is cheap. **Williams:** Mayor, if you don't have a contract with them for hourly usage or something. **Gottschalk:** No, we don't. **Williams:** Then we are going to have to take it out of the budget. We can't not have a contract... **Gottschalk:** You're not taking it out my budget. Don't get started with me on this. As I say, we're using the facility there for the gym twice a week. We're using two breakfasts there, and we're using in

cases of rain out there. **Williams:** Somebody needs to create a contract. We just wrote a check to Mount Zion last month in February for like \$1,295 for taxes or something of the sort. We have just blank checks going to Mount Zion for reasons that we don't know. We need a contract that stipulates... **Gottschalk:** I don't have a contract. **Williams:** And we need it before going like this in the budget. **Gottschalk:** I won't have it in the next couple days, so I have it within a week. **Williams:** Okay, any more questions on the budget? **Gottschalk:** Well, I don't see Carlean, she's supposed to be here at six to touch on... there's not going to be much changes made to either, community center or recreation. And, first, Brian, do they have the community center? **Thompson:** Yeah. **Gottschalk:** That's the only thing I can say about this one again, is this is going to be, as I say this, amended five times in the next month. If there are any questions on any major item regarding... We have Cleveland Orchestra at Severance Hall, we have the murder mystery wine tour, we have the black and white formal ball, and the movies at Cinemark, and it's based on the wellness and education. The vitamin D program, she's going to have a computer instructors for seniors for twice a week. I think you'd be interested to know that. We had about 100 people take the Vitamin D test. And about 20 were significantly deficient in vitamin D. Then there were another ten who were insufficient. So, you're looking at 30, that were clearly low in vitamin D. Particularly the 20 that were significantly deficient, this is huge. Not having enough vitamin D with magnesium really leaves you open to all kinds of presbytery diseases, etc.. And this is huge, and that's the reason. Like I said we have about 100 people take advantage of it. **Williams:** What are the costs attributed to the Vitamin D program? Like what are the detailed expenses? **Gottschalk:** We don't pay UH, all we do is pay for the pills. **Williams:** We paid \$11,000 for 100 pills? **Gottschalk:** No, no, this is for the entire year, those pills only last two months. That was \$11,000, I think that included when people were hugely deficient. And so, we were getting something from Houston as well. Which is basically all coming out of Purity. And so, we're looking at about 80... what do we have? I thought it was about \$8500. **Thompson:** No, it was \$11,000. **Gottschalk:** Well, as I said, whatever it is. You can't have a better deal than for our seniors taking advantage of this program. **Matlock:** Question, and this might be to Brian. Brian for vitamin D, who are we buying these pills through, amazon? **Thompson:** No purity product. **Matlock:** So, you're going strictly to the manufacturer for these products? **Thompson:** Yeah. **Matlock:** And they're giving you a reasonable rate for vitamin D, right? Per container? **Thompson:** Yes. **Matlock:** Have you checked to see if you're actually getting a savings for vitamin D? Meaning this if you go into a Walmart or CVS off the shelf, how much would a bottle of vitamin D cost you? **Thompson:** We haven't done that comparison. **Gottschalk:** Regarding the vitamin D, it's a lot of things to consider in vitamin D. One is magnesium, and most of the supplies at a Walmart don't have magnesium. Second routine, a D3 level also isn't nearly as what you're getting here. So, it's a very different product. And they found out that it's essential to have magnesium with your Vitamin D. And that's where we're getting it from Purity. **Matlock:** Okay, all I'm saying is, in your vitamin D, if you really check the label of your vitamin D. There are different components inside Vitamin D that you should have. Have you checked the label to compare it to Purity? Purity is really just a marketing name or a company that you can buy from. It's a high marketing name, if you could reduce that name or take it to another name perhaps. I'm going to tell you, you can have Purity, and you can have a regular, clean brand come across the same assembly line. It marks one Purity, one the generic brand. And they mark that one down because it's generic. And mark it up since it's Purity. I'm just saying have we done our research on this. Because \$11,000 is a lot for vitamin D. When we probably can do a cost savings and check it out to see if we can save money on that. **Gottschalk:** Well, I have a check

on that. But again, particularly getting something from Walmart or Costco isn't what you're getting. **Matlock:** That's not what I'm saying. What I'm saying is to check the brand out, see what it is. Because again, Purity is a name, and the name with Purity can run your price up. It's just like Starkist tuna and Kroger tuna. Kroger and Starkist run off the same line. Mark one Kroger, one Starkist, mark Starkist up \$2 a can, Kroger .69 cents a can. Do you see what I'm saying? That's basically your marketing comparison on that. That is just something that you need to check into. Because you're doing a brand name. **Gottschalk:** But again, you're not understanding. The bottle lasts no more than two months, if not only a month. So, you're getting a lot, there's a lot to maintain the D level. But at the same time, this is D3 and D as well. But most of these things don't even have magnesium. They might have some potassium, but not magnesium. **Matlock:** Just check it out and see because with the price comparison. You can probably find something with the magnesium in it. And the other one you stated that's in there. You could probably find that. **Davis:** Just a question, the Rose Center for aging, you went from 14 to 0. How did we get... **Gottschalk:** They're no longer in business. So, that's money we could be using now for other events. **Davis:** Okay. **Gottschalk:** So that's I think it was about like \$13,000. So, that now can be converted to something else. But, we don't have to spend it all. But the point is, they aren't going to be there on these other days. So, we're going to have some at the center and some of the other days as well. For some meals and at that expense. **Davis:** Okay, so when did this happen? I didn't know it was closed. **Gottschalk:** They just started servicing a number of communities. **Davis:** So, this is the County? stopped paying for... **Gottschalk:** (inaudible), it has affected them and they've had to cut back. Like you've seen, many other businesses here are cutting back. **Davis:** So, now Oakwood is... or were we always responsible for the community center? **Gottschalk:** Right, well no, normally it's the CMHA, during the days and we have it in the evenings. **Davis:** Okay. **Gottschalk:** But now we've been sort of taking over more of that, as time has gone. Particularly now that the House of Roses is not going to be there. So, we're looking at that as where we're going to have some computer space for the seniors there. And other things to keep seniors busy. And probably some other types of, I think we're going to have nutrition every other week. As well for the seniors for about 20 minutes on the screen. **Nikolic:** Quick question, could we get the detail on the miscellaneous contractual like we have for the Mayor's budget? That was very helpful, Brian. Also, with the \$28,000 for lunches, is that just food Mayor? Or does that include the payroll for the lady that works? **Gottschalk:** That was the food, but I'll tell you, it's going to go up. We were averaging now used to be about 25 or 30. We're now averaging like 55, and so the food is going up. **Nikolic:** So, the salaries of those ladies or the people that work in the kitchen. Where is their salary? **Gottschalk:** There's only two of them there, I and I'm not involved in the details of the actual... **Nikolic:** No, I mean, their salary is charged to which fund? Are they part of the wages, Brian? **Thompson:** Oh, yeah. **Nikolic:** Okay, they're in the wages. So, this is just for two people, the \$7,000? **Thompson:** Yeah. **Nikolic:** And it's for the two people that work the lunches. **Thompson:** Yes. **Nikolic:** Okay, Tuff and who's the other guy? **Thompson:** Eugene. **Nikolic:** Okay, one other question. So, just more information about the computer program. So how many weeks are the computer programs going to be offered? **Gottschalk:** I like to see them twice a week. Carlean's currently working with somebody on that. That's going to be the instructor, I don't know who it is yet. **Nikolic:** Okay, but the \$4300 is for twice a week. **Gottschalk:** Yeah, twice a week... **Nikolic:** Okay. **Gottschalk:** That would have been for the entire year. **Nikolic:** For the entire year. **Gottschalk:** Yes. **Nikolic:** Okay, and what's God's Ministry? **Gottschalk:** That's, revival, with (inaudible). And he'll come in maybe once every month and a half, with praise, worship, and

then healing. Some of our residents have a really good testimony of what has happened to them. And, in fact, even our own, former Chief of fire (inaudible), she had cancer, he has blood issues. And, as I say, praise and worship and walking in faith can be very helpful, very enriching. And so that's what we have for that. **Nikolic:** So, the \$2,100 is for the year? **Gottschalk:** That would be for the entire year, and about once every three weeks. **Nikolic:** Okay, just another, typo. You have \$17,400 for wellness education. And then up top you have \$14,800. **Thompson:** Yeah, Dee kind of complied that. But, yeah, I know I seen it myself, it should just say miscellaneous contractual. **Gottschalk:** But this one particularly as well as recreation. I would expect us to really keep watching and see what's going on. And amending it as we change, as the programs changes. **Nikolic:** And as, as the recreation director submits her monthly reports with attendance. We can also review which programs are heavily attended so we can stay up to date with that. **Hardin:** Wellness education, Mayor, what did you say that was? **Gottschalk:** Oh, the wellness is for going to UH. **Hardin:** And this is where you get those tests. Is that what you're talking? **Gottschalk:** Yes, yes, yes, these are executive level testing and it's being done. For just our own seniors at a much more reasonable price. **Nikolic:** We're in senior center funds. So, do you have that in this budget as well as your budget? So, she's referring to wellness and education. Which is itemized at the bottom of the sheet, Vitamin D, and computer. **Gottschalk:** Yeah, that's the Vitamin D and the computer instructor. That's the \$17,400. **Hardin:** Is that where the two figures don't match? **Nikolic:** Right. **Hardin:** Okay, and so which one should it be? **Gottschalk:** It should be the \$17,400. **Nikolic:** It should be the \$17,400 instead of the \$14,800. **Gottschalk:** Yeah, but as I said, these two and particularly when we get to camp as well. These things are going to be amended. So, we'll keep working on this stuff as the weeks go by and as things start getting more framed. Because at this point, as I said, I don't even know who you have as a computer instructor. And how we're going to work that, and that will all start working actually within a month. **Hardin:** This isn't the first time you had computer instruction? **Gottschalk:** No, it was very popular. **Davis:** The senior center, we only have repairs and maintenance for \$1,000. **Gottschalk:** Yeah, we basically done most of the work down there. The bathroom's really needed repair at the time. And the kitchen, changing of appliances in there. But all of that is sort of done now. **Davis:** And Mr. Tutt and Mr. Eugene, they get PERS and everything, Brian? Also, how many hours do they work a day? Or is it Monday to Friday? **Perez:** Eugene doesn't get paid at all; he volunteers. **Davis:** So, the other one is Tubbs? **Perez:** Yeah, she gets paid. **Davis:** So... **Thompson:** If they are on payroll they get PERS. **Nikolic:** So, is it two people or nah? **Perez:** It's Gene and Tubbs, but Gene does not get paid anything. **Williams:** So, then he's not in the wages. **Perez:** He's not in the report. **Williams:** So, it's for one person, is that correct? **Thompson:** It would be just Tubbs. **Williams:** Thank you. **Gottschalk:** But she's there from, what, about 9:30 in the morning? So, we misstated earlier, cause I have two people here. Mrs. Davis, it would be PERS. **Davis:** For five hours? **Thompson:** Yeah. **Davis:** Okay, thank you. **Williams:** Council, any additional questions on this budget? **Hardin:** Question based on Councilperson Matlock's suggestion. Mayor, are you going to get back to us to verify the price of these vitamins? We would expect that... **Gottschalk:** Yeah, and so I guess, we're on recreation. The one explanation here, \$4000. That'll be for the use of the basketball court on Sundays from 2:30, for our youth. And we'll have, I think the plans are going to be to use this calendar for the ladies. Not on just basketball development, but also as a team game as well. I mean, I don't know yet, but, what we're looking for is eventually having a league with Nordonia. And, where we have teams play against us. But that'll be for our youth every Sunday. And it's from the Spring, Summer, Winter every Sunday. **Nikolic:** So, like an open gym? **Gottschalk:** Yeah. **Nikolic:**

2:30pm until? **Gottschalk:** 6:30pm, or so, then as I said, it depends. I think, as I said, Nordonia is using it, right now, and they have leagues. And I like to compete with them. We first have to get the teams to get developed and obviously get our youths off the streets, and this would be great. And this will start within a month, and we'll go on Spring, Summer, Fall, and Winter.

Hardin: Mayor, at this point, it hasn't even been advertised. So how do we know the level of interest in this? If you're going to pay out \$4,000? **Gottschalk:** I think you'll see interest in basketball. And if it doesn't, then we'll stop it. **Hardin:** Then who do we pay this \$4,000 to? **Gottschalk:** Mount Zion, we'll see as it goes on. That's why we're going to review this stuff every two weeks. We'll see how it is and then we go from there. But I think particularly late Spring and March, particularly in the Fall and in the Wintertime, this is going to be huge.

Williams: Well, as I hear you say that I just want to be make sure we're all on the same page. And that you are making sure the directors are on the same page. Because what we're going to do is approve this 50% budget. Which means these amounts would not have yet been approved. So, we're still going off of the budget that we had last. So, everybody needs to be clear about that.

Gottschalk: I'll have a contract on that as well. **Nikolic:** So, just with the department wages, the \$55,000 is that just for Carlean? **Gottschalk:** Carlean can answer that. **Nikolic:** Carlean, are you the only one in your department? **Perez:** Yes. **Matlock:** You're part time, right? **Perez:** Yes, well, for a few months out of the year. Then that becomes more full time June, July, and August, due to summer camp. I work 12 to 14 hours a day. **Gottschalk:** Here's something that I think you've asked for and we're going to do. Rather than having her get paid for aerobics classes on certain days. And other things on other days, we're combining everything into one wage.

Matlock: No, I mean... **Davis:** It says fitness instructors, \$15,000. **Matlock:** So, do we combine that together right now? So, right now you're at \$70,420? **Gottschalk:** Well, as I say, let's get this thing framed. This is going to be amended again in two weeks again, okay. So, when it all gets together. **Williams:** This is not the budget we're passing, are we all clear about that? We are passing the budget that we passed at the end of last year at 50%. This is what we're preparing to look at, to amend, and to if we so choose. So, we're going to have to have further discussion about these numbers. Especially the ones we have concerns about. **Nikolic:** What's the additional \$3,000 under miscellaneous? **Thompson:** We have the details; we'll have to look and see.

Gottschalk: I'm not aware that there's three. **Thompson:** Yes, it's been there consistently when you added the (inaudible). **Gottschalk:** Well, I'm not clear on it. Yeah, but as I say, we're going to be re reviewing this thing every two weeks or so until we're satisfied. **Scruggs:** Two things, where were you just looking at for the miscellaneous? Where was that at? **Thompson:** Oh, she looking at... **Scruggs:** At the bottom? **Thompson:** So, that lead to the \$4,000 for the basketball season. But she's looking at the actual line item that's up to \$7,000. **Scruggs:** So, question, and again this is looking forward with further discussion later. But the \$4,000 for the youth basketball, that you said would go to Mount Zion, is that's a \$4,000 monthly? **Gottschalk:** For the year. And is that only for the use of their basketball court? **Gottschalk:** Yeah. **Scruggs:** Are there more fees that will be needed for the team's forthcoming? **Gottschalk:** No, if we can leagues, it's still going to be the same. So, it's going to be interesting to see the development. We're going to have both boys and girls. And with the ladies, as I said, Chris Callender's wife, is a basketball coach. And so, she'll be working with the girls first for development and then, having their own play. And then we put together a team to face Nordonia. It's going to be the same with the boys. **Hardin:** What are you going to pay her Mayor? Is it on here? **Gottschalk:** That is what we'll discuss when we get to that point. **Matlock:** Just one more thing, I'm just going to go back one thing. The Direct TV, Cable, and Time Warner internet, can you get that

with direct TV? I mean put it like all on one bill, or is that just normal? **Thompson:** It probably is one service. **Matlock:** I'm just looking at the two services that we have. And I'm just wondering, to be honest, do Direct Tv have internet or do Time Warner have cable? **Thompson:** We can look at combining, probably a lower rate. **Matlock:** Okay. **Williams:** I'm sorry but, who were the fitness instructors that are included in this line? **Gottschalk:** Yeah, because it is just Carlean's in there. But again, that's something we're working. **Williams:** How many fitness? **Perez:** There were several, right now it is just me at this present moment. But I'm working on (inaudible). **Gottschalk:** What I want to see happen now, is cardio. Because you're finding out that maintaining your muscle mass. Even for the ladies, helps your blood pressure. **Williams:** I'm sorry, let me follow up to that question, please. So, for 2023, the total expenses were only attributed to you as... **Perez:** No, no, no in 2023 a whole team. We had line dancing, Zumba, and we also had, be your best fit. **Williams:** So, in 2023, the \$14,000 was for four instructors? **Perez:** (inaudible). **Williams:** I'm sorry we're in the recreation budget under fitness instructors. The line item, did you see that? In 2022 the total expenses were \$14,000. How many fitness instructors? **Perez:** We had three additional, plus myself. **Davis:** All year long may ask. **Perez:** It kind of ended just before summer began. **Davis:** So, we only have you as of summertime. **Matlock:** So, is each one of them on that department wages? Are we incorporating that in there or is that just to cross? **Thompson:** She's looking to have some fitness instructor. But we're looking to correct a situation where we are paying her miscellaneous contractual. So, we're combining her wages to that \$55,000. **Matlock:** But what I'm saying is this, she said there's four instructors. The instructor's fee is \$14,130 okay. **Thompson:** Yeah. **Matlock:** But up in the department wages part it's \$82,151. So, are the wages for all four of those instructors put into a pot? And then they get an additional fee for fitness instructor if they're on the clock? Are they getting additional fees for fitness instructor? **Thompson:** The \$82K is her staff and camp counselors. **Hardin:** I thought that would be under summer camp. **Matlock:** Right, don't we have one here for summer camp? **Gottschalk:** Yeah, but apparently, finance said that they preferred having the camp counselors as part of the wages of recreation. **Matlock:** So, we need to have that split up. We need to know which one, which individual by name. What was their wages per each person? **Thompson:** Specific, the summer camp, okay. **Matlock:** Exactly, and then who were the fitness instructors by name and how much were they charged per class. **Williams:** I'm sorry, it's 7:02pm and I don't want to go over with the finance meeting. But we can continue our questions during his report time. Can I have a Motion to adjourn?

Motion to adjourn made by Davis seconded by Scruggs
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Williams
MOTION PASSED
Adjourned at 7:02 p.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council