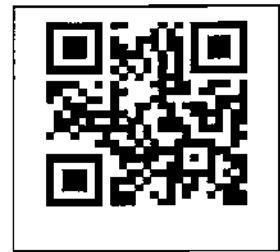


VILLAGE OF OAKWOOD  
WORK SESSION  
September 10<sup>th</sup>, 2024  
6:00 p.m.  
AGENDA



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 CRÉtelligent 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 SAFEUILT OHIO, LLC, AND DECLARING AN EMERGENCY
- 2024-WS-34 AN EMERGENCY RESOLUTION ADOPTING THE ALTERNATE FORMAT TAX BUDGET FOR THE YEAR 2025
- 2024-WS-35 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FINANCIERE ESTEREL d/b/a TRESICAL, INC., FOR THE PROVISION OF A NON-REFUNDABLE NET PROFITS TAX CREDIT AND DECLARING AN EMERGENCY
- 2024-WS-36 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FINANCIERE ESTEREL d/b/a TRESICAL, INC. FOR THE PROVISION OF A JOB CREATION GRANT AND DECLARING AN EMERGENCY
- 2024-WS-37 AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO APPLY TO THE OHIO PUBLIC WORKS COMMISSION FOR A POTENTIAL GRANT FOR THE FUNDING OF CAPITAL INFRASTRUCTURE IMPROVEMENT PROJECTS
- 2024-WS-38 A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM FOR 2025, AND AUTHORIZING THE SIGNING OF CONTRACTS AND OTHER DOCUMENTS RELEVANT THERETO, AND DECLARING AN EMERGENCY

**A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR 2025, AND AUTHORIZING THE SIGNING OF CONTRACTS AND OTHER DOCUMENTS RELEVANT THERETO, AND DECLARING AN EMERGENCY**

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

VILLAGE OF OAKWOOD

COUNCIL MEETING

September 10<sup>th</sup>, 2024

7:00 p.m.

AGENDA

- 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 25<sup>th</sup>, Finance Committee Meeting Minutes  
 August 27<sup>th</sup>, 2024 Records Commission Meeting Minutes

5. Clerk Correspondence

6. Departmental Reports

MAYOR-GARY GOTTSCHALK	FIRE-DAVE TAPP
LAW-JAMES CLIMER	BUILDING-DANIEL MARINUCCI
FINANCE-BRIAN THOMPSON	0 HOUSING INSPECTOR N/A
SERVICE-TOM HABA	POLICE-MARK GARRATT
ENGINEER-MATT JONES	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

2024-37	AN EMERGENCY SALARY ORDINANCE SETTING FORTH CERTAIN POSITIONS
Introduced by	OF EMPLOYMENT AND COMPENSATION AND BENEFIT SCHEDULES
Mayor and	THEREFORE FOR THE VILLAGE OF OAKWOOD COMMENCING WITH THE
Council as a	FIRST PAY PERIOD BEGINNING ON JANUARY 1, 2024
Whole	
1 <sup>st</sup> read 7-12-24	
2 <sup>nd</sup> read 8-27-24	
3 <sup>rd</sup> read 9-10-24	

**2024-49**  
Introduced 8-27-24  
By Mayor and  
Council as a whole  
1<sup>st</sup> read 8-27-24  
2<sup>nd</sup> read 9-10-24

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

**2024-50**  
Introduced 8-27-24  
By Mayor and  
Council as a whole  
1<sup>st</sup> read 8-27-24  
2<sup>nd</sup> read 9-10-24

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

**2024-51**  
Introduced 8-27-24  
By Mayor and  
Council as a whole  
1<sup>st</sup> read 8-27-24  
2<sup>nd</sup> read 9-10-24

**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**

**2024-53**  
Introduced 9-10-24  
By Mayor and  
Council as a whole  
1<sup>st</sup> read 9-10-24

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF RICHARD CHRISTIAN**

**2024-54**  
Introduced 9-10-24  
By Nikolic  
1<sup>st</sup> read 9-10-24

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT A NATUREWORKS APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR FUNDING UNDER THE NATUREWORKS PROGRAM FOR THE OAKWOOD VILLAGE PARK, NE CORNER OF BOOKER AVENUE AND KENTUCKY AVENUE PARK PLAYGROUND IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY**

**2024-55**  
Introduced 9-10-24  
By Nikolic  
1<sup>st</sup> read 9-10-24

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR A T-MOBILE HOMETOWN GRANT FOR THE OAKWOOD VILLAGE PARK, NE CORNER OF BOOKER AVENUE AND KENTUCKY AVENUE PARK PLAYGROUND IMPROVEMENT PROJECT 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**

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](mailto:f.hamilton@cretelligent.com)

January 8, 2024

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

Via email: [hren@cvelimited.com](mailto:hren@cvelimited.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
<b>TOTAL ESTIMATED PROJECT COST</b>				<b>\$22,500.00</b>

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.

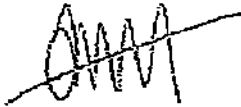
#### SCHEDULE

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,

CRETELIGENT



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 this 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 SAFE BUILT 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 SAFEbuilt Ohio, LLC on August 25, 2021 in accordance with Ordinance No. 2021-52; and

**WHEREAS**, the Village of Oakwood and SAFEbuilt 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 SAFEbuilt 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**

<b>EXHIBIT "A"</b>
------------------------

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

Deliverables	
<b>INSPECTION SERVICES</b>	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:

Service Fee Schedule:	
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.	

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

This Professional Services Agreement ("Agreement") is made and entered into 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 "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will be retained and perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, including but not limited to Oakwood C.O. Ch. 1301, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute. Interest shall not begin to accrue on disputed charges until sixty (60) days after resolution of the dispute.

5. TERM

This Agreement shall be effective on October 14, 2024. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement. Note: A formal review of the

contract and up to date detailed billing will occur with both Consultant, the administration, if interested, and Council after 90 days, 120 days, and 150 days after contract execution allowing for Municipality to make necessary adjustments to workflow and according to Municipality's needs based on lack of records confirming current Municipality workflow at 180 days after execution of said contract.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon sixty (60) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Municipality shall have the right to require that a specific employee of Consultant be assigned to perform services for Municipality or be removed from performing services for Municipality and to be present at and perform services for Municipality according to a schedule to be agreed upon by Consultant and Municipality. Except where required by Municipality to use Municipality information

technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

**10a. REPORTS**

Consultant shall provide monthly activity reports to Municipality including dates that activities are assigned, descriptions of the activities and the dates completed. In addition, Consultant's employees shall attend Municipality's Council meetings and shall confer with Municipality's officials upon request.

**11. ASSIGNMENT AND SUBCONTRACT**

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

**12. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the acts and/or omissions of Consultant or any officer, employee, representative, subcontractor or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultant's compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

**13. LIMITS OF LIABILITY**

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER

ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 16, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED \$2,000,000.

#### 14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

#### 15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 14, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate



provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100 % of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Gary Gottschalk, Mayor  
Village of Oakwood, Ohio  
24800 Broadway Avenue  
Oakwood, OH 44146  
Email: [ggottschalk@oakwoodvillageoh.com](mailto:ggottschalk@oakwoodvillageoh.com)

With a copy to:

James A. Climer  
Law Director, Village of Oakwood  
Mazanec, Raskin & Ryder Co., LPA  
34305 Solon Rd., Ste 100  
Cleveland, OH 44139  
Email: [jclimer@mrrlaw.com](mailto:jclimer@mrrlaw.com)

If to Consultant:

Joe DeRosa, CRO  
SAFEbuilt, LLC

444 North Cleveland, Suite 444  
Loveland, CO 80537  
Email: [jderosa@safebuilt.com](mailto:jderosa@safebuilt.com)

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Ohio, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

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

SAFEbuilt Ohio, LLC

Village of Oakwood, Ohio

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Balance of page left intentionally blank)

## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as requested
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- Issue stop-work notices for non-conforming activities related to provided services – as needed

#### Building, Electrical, Plumbing, Mechanical Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance 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 or provide an electronic version of the inspection results and discuss inspection results with site personnel

#### Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review all plans, assisting the Municipal Building Official to verify compliance to the current Ohio Building Codes (OBC & RCO and their Referenced Codes and Standards)
- Be available for pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

#### Permit Technician Services

- Provide qualified individuals to perform the functions of this position
- Facilitate the permitting process from initial permit intake to final issuance of permit
- Review submittal documents and request missing information to ensure packets are complete
- Provide front counter customer service as necessary
- Answer questions concerning the building process and requirements at the counter or over the phone
- Form and maintain positive relationships with Municipal staff and maintain a professional image
- Determine permit fees, if requested
- Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- Provide inspection scheduling and tracking to ensure code compliance
- Act as an office resource to inspectors in the field
- Process applications for Municipal Boards and Commissions – if requested
- Provide input, tracking and reporting to help increase efficiencies

Code Enforcement Services

- Customize our approach at the direction of Municipal Council/Board and staff
- Customize services in compliance with applicable Municipal code and ordinance requirements
- Proactively work with Municipality and its citizens to maintain a safe and desirable community
- Respond to and investigate code violations as requested in writing by Municipality
- Post violation notices and provide initial citizen notifications and follow-up inspections
- Address specific code enforcement issues at the direction of Municipality
- Assist in the preparation of cases for court appearances and attend meetings as requested
- Participate in educational activities and customer service surveys related to code enforcement
- Provide professional recommendations for code revisions – as needed
- Make presentations to Municipal boards as requested
- Provide agreed upon reports to demonstrate our performance against set measurements

2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- Provide Community Core in accordance with the terms and conditions of Exhibit C.

3. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- Municipality will adopt a fee schedule for building department services agreed upon by both Parties

4. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Building Official or designated representative will be available at the Municipal offices as mutually agreed upon
- Permit Technician will be on-site five (5) days a week; Monday – Friday for eight (8) hours a day
- Inspectors will be dispatched on an as-requested basis
- Inspectors will be dispatched daily or as-requested
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by phone and email
- Consultant representative(s) will meet with the public by appointment
- Additional Inspectors will be dispatched on an as-needed basis

Deliverables			
<b>INSPECTION SERVICES</b>	Perform inspections received from the Municipality prior to 4:00 pm next business day		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	- Single-family within	10 business days	10 business days or less
	- Multi-family within	10 business days	10 business days or less
	- Small commercial within (under \$2M in valuation)	10 business days	10 business days or less
	- Large commercial within	20 business days	10 business days or less

<b>EXPEDITED PLAN REVIEW TURNAROUND TIMES</b>	Provide quicker turnaround timeframes on a case-by-case basis. Additional fees may apply.		

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

### 1. FEE SCHEDULE

- Upon completion of the initial term and annually thereafter, the hourly and flat 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:

<b>Service Fee Schedule:</b>	<b>STANDARD HOURLY RATE*</b>
Inspection Services	\$90.00 per hour – one (1) hour minimum per inspection
Plan Review Services	\$110.00 per hour – one (1) hour minimum per review
Code Enforcement Services	\$85.00 per hour – one (1) hour minimum
Building Official Services	\$110.00 per hour – one (1) hour minimum
Permit Processing Service	\$57.00 per hour – one (1) hour minimum
Hourly inspection time tracked will start when Consultant checks in at 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.	
*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.	
Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.	
Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.	



## EXHIBIT C – FEE SCHEDULE FOR COMMERCIAL

ADDRESS OF PROJECT: \_\_\_\_\_

<b>COMMERCIAL BUILDING PERMITS</b>	<b>BASE FEE</b>	<b>VALUATION FEE</b>	
NEW CONSTRUCTION	450.00	_____ X .02 =	_____
ADDITIONS	250.00	_____ X .02 =	_____
ALTERATIONS	175.00	_____ X .02 =	_____
DEMOLITION BUILDING	250.00		_____
INTERIOR DEMOLITION	100.00		_____
OCCUPANCY & USE	150.00		_____
EACH EXTERIOR STORM WATER BASIN	50.00 X _____ =		_____
		SUB-TOTAL	_____
		3% BBS FEE	_____
		<b>TOTAL</b>	_____

<b>COMMERCIAL ELECTRICAL PERMITS</b>	<b>BASE FEE</b>	<b>SQUARE FOOT FEE</b>	
NEW CONSTRUCTION	250.00	_____ X .10 =	_____
ADDITIONS	175.00	_____ X .10 =	_____
ALTERATIONS	125.00	_____ X .10 =	_____
EACH TRANSFORMERS, HEATERS	50.00 X _____ =		_____
COMMUNICATION SYSTEM	75.00		_____
TEMPORARY SERVICE	100.00		_____
NEW or REPLACEMENT SERVICE	100.00		_____
ELECTRIC PANELS, SUB-PANELS	75.00 X _____ =		_____
SECURITY SYSTEM	100.00		_____
COMMUNICATION TOWER	400.00		_____
Solar System	250.00		_____
		SUB-TOTAL	_____
		3% BBS FEE	_____
		<b>TOTAL</b>	_____

<b>COMMERCIAL PLUMBING PERMITS</b>	<b>BASE FEE</b>	<b>SQUARE FOOT FEE</b>	
NEW CONSTRUCTION	250.00	_____ X .10 =	_____
ADDITIONS	175.00	_____ X .10 =	_____
ALTERATIONS	125.00	_____ X .10 =	_____
EACH FIXTURE	25.00 X _____ =		_____
EACH HOT WATER HEATER	50.00 X _____ =		_____
WATER SERVICE, SANITARY AND STORM CONNECTIONS, LATERALS (INCLUDES REPAIRS)	125.00 X _____ =		_____
GAS LINE	75.00		_____
		SUB-TOTAL	_____
		3% BBS FEE	_____
		<b>TOTAL</b>	_____

<b>COMMERCIAL HVAC PERMITS</b>	<b>BASE FEE</b>	<b>SQUARE FOOT FEE</b>	
NEW CONSTRUCTION	250.00		_____

ADDITIONS	175.00	_____ X .10 =	_____
		_____ X .10 =	_____
ALTERATIONS	125.00	_____ X .10 =	_____
		_____ X .10 =	_____
EACH HEATING UNIT OR AC UNIT	125.00 X	_____ =	_____
EACH CONVERSION OR REPLACEMENT	125.00 X	_____ =	_____
SOLAR OR GEOTHERMAL	250.00		_____
			SUB-TOTAL _____
			3% BBS FEE _____
			<b>TOTAL</b> _____

**COMMERCIAL DEPOSITS AND FEES**

DEMOLITION OF COMMERCIAL BUILDING DEPOSIT	1000.00		_____
ENGINEERING DEPOSIT (NEW STRUCTURE)	2000.00		_____
SITE WORK ONLY	1000.00		_____
PARK FEE	500.00		_____
RIGHT OF WAY	2000.00		_____
OTHER OPENINGS (ADJACENT TO STREET/SIDEWALK)	500.00		_____
SIDEWALK EXCAVATION	225.00		_____
SEWER SERVICE LINE DEPOSIT	500.00		_____
			<b>TOTAL</b> _____

**COMMERCIAL PLAN REVIEW FEES**

	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
STRUCTURAL	200.00		_____
		_____ X .08 =	_____
MECHANICAL	200.00		_____
		_____ X .05 =	_____
ELECTRICAL	200.00		_____
		_____ X .05 =	_____
PLUMBING	200.00		_____
		_____ X .05 =	_____
FIRE SUPPRESSION SYSTEM	200.00		_____
		_____ X .05 =	_____
FIRE ALARM	200.00		_____
		_____ X .05 =	_____
INDUSTRIAL UNIT	200.00		_____
		_____ X .02 =	_____
RE-REVIEW/SPECIAL	105.00 X	_____ HR(S) =	_____
			SUB-TOTAL _____
			3% BBS FEE _____
			<b>TOTAL</b> _____

**COMMERCIAL MISC. FEES & PERMITS**

	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
GRADING	125.00		_____
PARKING LOTS, PER 5000 SQ. FT. OR PORTION THEREOF	125.00 X	_____ =	_____
DRIVEWAY/APRON	100.00 X	_____ =	_____
SIDEWALKS/PATIOS	50.00 X	_____ =	_____

SWIMMING POOL		350.00 X _____ =	_____
HOT TUB		150.00 X _____ =	_____
WATER FEATURE		100.00 X _____ =	_____
FENCE		100.00	_____
ELEVATORS		250.00	_____
...EACH FLOOR SERVED		30.00 X _____ =	_____
FIRE ALARM SYSTEM		150.00	_____
...EACH DEVICE		2.00 X _____ =	_____
FIRE SUPPRESSION		150.00	_____
...EACH HEAD		2.00 X _____ =	_____
HOOD & HOOD SUPPRESSION		175.00	_____
EACH FIREPLACE		75.00 X _____ =	_____
SIGN <24 SQ. FT.		75.00	_____
SIGN BETWEEN 24 & 48 SQ. FT.		100.00	_____
SIGNS >48 SQ. FT.		150.00	_____
FIRE INSPECTION	150.00		_____
SPECIAL EVENTS	150.00		_____
RE-INSPECTION FEES	100.00		_____
WORK STARTED WITHOUT PERMITS (DOUBLE PERMIT FEE)			_____
Temporary Structures	125.00		_____
Tents	75.00		_____
MISC. FEE TBD BY CBO FOR SPECIAL CIRCUMSTANCE			_____
			_____
		SUB-TOTAL	_____
		3% BBS FEE	_____
		<b>TOTAL</b>	_____

## EXHIBIT D – FEE SCHEDULE FOR NORTHEAST OHIO

### Northeast Ohio Sample Fee Schedule (Average Fees)

<u>RESIDENTIAL BUILDING PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION	250.00		_____
		_____ X .10 =	_____
FOUNDATION ONLY	200.00		_____
DEMOLITION HOUSE	200.00		_____
INTERIOR DEMOLITION	75.00		_____
DEMOLITION ACCESSORY STRUCTURE	100.00		_____
ALTERATIONS & ADDITIONS	200.00		_____
		_____ X .10 =	_____
OCCUPANCY & USE NEW DWELLING	150.00		_____
OCCUPANCY FOR ADDITION >750 SQ. FT.	75.00		_____
WATER SERVICE, SANITARY & STORM CONNECTIONS, LATERALS (Includes repairs)	100.00 X _____ =		_____
EACH EXTERIOR STORM WATER BASIN	50.00 X _____ =		_____
			1% BBS FEE
		<b>TOTAL</b>	_____

<u>RESIDENTIAL ELECTRICAL PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION	150.00		_____
		_____ X .07 =	_____
ALTERATIONS & ADDITIONS	100.00		_____
		_____ X .07 =	_____
TEMPORARY SERVICE	75.00		_____
NEW or REPLACEMENT SERVICE	100.00		_____
ELECTRIC PANELS, SUB-PANELS	75.00 X _____ =		_____
GENERATOR	200.00		_____
Solar System	150.00		_____
			1% BBS FEE
		<b>TOTAL</b>	_____

<u>RESIDENTIAL PLUMBING PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION & ADDITIONS	150.00		_____
		_____ X .05 =	_____
REMODELING & ALTERATIONS	100.00		_____
		_____ X .05 =	_____
EACH FIXTURE	25.00 X _____ =		_____
EACH HOT WATER HEATER	75.00 X _____ =		_____
WATER SERVICE, SANITARY & STORM CONNECTIONS, LATERALS (Includes repairs)	100.00 X _____ =		_____
GAS LINE	50.00		_____
			1% BBS FEE
		<b>TOTAL</b>	_____

<u>RESIDENTIAL HVAC PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>
---------------------------------	-----------------	------------------------

NEW CONSTRUCTION	150.00		_____
		_____ X .05 =	_____
ALTERATIONS & ADDITIONS	100.00		_____
		_____ X .05 =	_____
EACH HEATING UNIT OR AC UNIT	100.00	X _____ =	_____
SOLAR OR GEOTHERMAL	150.00		_____

**TOTAL**      1% BBS FEE      \_\_\_\_\_

**RESIDENTIAL DEPOSITS & SERVICE FEES**

DEMOLITION OF DWELLING DEPOSITS	500.00		_____
ENGINEERING DEPOSIT	800.00		_____
PARK FEE	500.00		_____
RIGHT OF WAY DEPOSIT	2000.00		_____
OTHER OPENINGS (ADJACENT TO STREET/SIDEWALKS)	250.00		_____
SIDEWALK EXCAVATION	225.00		_____

**TOTAL**      \_\_\_\_\_

**NEW DWELLING RESIDENTIAL PLAN REVIEW FEES**

STRUCTURAL	100.00		_____
ELECTRICAL	50.00		_____
HVAC	50.00		_____
PLUMBING	50.00		_____
FIRE SUPPRESSION	50.00		_____

1% BBS FEE      \_\_\_\_\_

**TOTAL**      \_\_\_\_\_

**ADDITIONS, ALTERATIONS, DECKS, GARAGES, ACCESSORY STRUCTURES PLAN REVIEW FEES**

STRUCTURAL	50.00		_____
ELECTRICAL	35.00		_____
HVAC	35.00		_____
PLUMBING	35.00		_____
FIRE SUPPRESSION	35.00		_____

1% BBS FEE      \_\_\_\_\_

**TOTAL**      \_\_\_\_\_

**RESIDENTIAL MISC. FEES & PERMITS**      **BASE FEE**      **SQUARE FOOT FEE**

ROOFING OR SIDING	100.00		_____
WINDOW OR DOOR REPLACEMENT	50.00		_____
GARAGES OR ACCESSORY BLDG.	150.00		_____
		X _____ .09 =	_____
GARAGE FLOOR	35.00		_____
SWIMMING POOL, HOT TUB, FOUNTAIN	100.00		_____
DRIVEWAY	75.00		_____
APRON	50.00		_____
SIDEWALK/PATIO	35.00	X _____ =	_____
GRADING	60.00		_____
EACH FIREPLACE	50.00	X _____ =	_____
SECURITY SYSTEM	60.00		_____
FENCE	50.00		_____
RETAINING WALL	75.00		_____
ELEVATOR	150.00		_____
....EACH FLOOR SERVED	30.00	X _____ =	_____
WATERPROOFING	125.00		_____

LAWN SPRINKLER 50.00  
REINSPECTION FEE (WHEN APPLICABLE) 75.00  
WORK STARTED WITHOUT PERMITS (DOUBLE PERMIT FEE)  
Temporary Structures 125.00  
Tents 75.00  
MISC. FEE TBD BY CBO FOR SPECIAL CIRCUMSTANCE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SUB-TOTAL

\_\_\_\_\_

1% BBS FEE

\_\_\_\_\_

TOTAL

\_\_\_\_\_

RESOLUTION NO. 2024-WS-34

Introduced by	_____
Motioned by	_____
Seconded by	_____
1st Reading	_____
2nd Reading	_____
Third Reading	_____
Under suspension	_____

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY RESOLUTION ADOPTING THE  
ALTERNATE FORMAT TAX BUDGET FOR THE YEAR  
2025**

**WHEREAS**, a Budget for the Village of Oakwood has been duly prepared as provided by the Village Charter and the laws of the State of Ohio; and

**WHEREAS**, this Council finds said Budget to be proper and the same should be approved and adopted; and

**WHEREAS**, Ohio law now permits the Tax Budget to be submitted to the County Budget Commission in an alternate format:

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

**SECTION 1.** The alternate format for the Tax Budget of the Village of Oakwood for the fiscal year beginning January 1, 2025, heretofore prepared by the Mayor, and submitted to this Council, be and the same is hereby approved and adopted.

**SECTION 2.** The Director of Finance be and is hereby authorized and directed to file two copies of said alternate format Tax Budget along with a certified copy of this Resolution, as required by law, with the Budget Commission of Cuyahoga County through the office of the Auditor of Cuyahoga County.

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

PASSED: \_\_\_\_\_

\_\_\_\_\_  
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 Resolution No. 2024-\_\_ 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 Resolution No. 2024-\_\_\_\_\_ 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

DATED: \_\_\_\_\_



## ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit \_\_\_\_\_ Oakwood Village \_\_\_\_\_

For the Fiscal Year Commencing \_\_\_\_\_ 2025 \_\_\_\_\_

Fiscal Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

# COUNTY OF CUYAHOGA

### Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships, and park districts. This restriction is now removed.

### Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

### County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

### County Budget Commission Action

On October 11, 2002, during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

### Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

## Just a F.Y.I

From the Desk of Brian L. Thompson, Finance Director

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### THE PURPOSE OF A TAX BUDGET IN THE STATE OF OHIO

#### QUESTION:

What purpose does an Annual Tax Budget serve for a municipality?

#### ANSWER:

The Annual Tax Budget serves the municipality in three ways:

- 1.) The annual tax budget prepared by a municipality allows the Auditor of the County to set property tax rates. This action affects only those funds that have property tax as a source of revenue. (*i.e. General Fund, Police Pension etc.*). Those funds that do not rely on property taxes as a source of revenue are still reported on the tax budget as a means to simply apprise Council that the fund(s) exist. The tax budget also sets the rate that will be used for payment of any debt obligation.
- 2.) It allows the municipality to participate in the distribution of the Local Government Funds, which is a form of State Revenue sharing.
- 3.) It produces a "Certificate of Estimated Resources" which documents controls the appropriations of the Council. Since this document can be changed virtually at will, it does not really control much.

The Annual Tax Budget does not do the following:

- 1.) It does not appropriate anything for the current or coming year.
- 2.) It does not commit the municipality to any of the figures in the budget with the exception of revenues generated from property taxes and the amounts of money used to pay down debt obligation.
- 3.) It makes no assumptions to next year's capital improvement budget.

#### Question:

Why are the Auditors interested in the tax budget?

#### Answer:

- 1.) The annual tax budget provides the Auditors with information applicable to property taxes and debt obligation of a community.

# DIVISION OF TAXES LEVIED

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)  
(List All Levies Of The Taxing Authority)

SCHEDULE 1

I Fund	II Purpose	III Authorized By Vote's On MM/DD/YY	IV Levy Type	V Number Of Years Levy To Run	VI Tax Year Begins/ Ends	VII Collection Year Begins/ Ends	VIII Maximum Rate Authorized	IX Amount Requested Of Budget Commission
General Fund					2024	2025	2.90	\$423,848.00
Police Pension							0.30	\$43,846.00
Bond Fund							0.60	\$87,693.00
Totals							3.80	\$555,387.00

## OAKWOOD VILLAGE STATEMENT OF ACTIVITY

<b>EXHIBIT A</b>	UNENCUMBERED	GENERAL	LOCAL	OTHER	
FUND	BALANCE	PROPERTY	GOVERNMENT	SOURCES	TOTAL
	JAN. 1ST, 2024	TAX			
101 GENERAL FUND	330,100.84	423,848.00	77,632.98	11,106,162.00	11,937,743.82
201 S.C.M.R	280.99	-	-	835,000.00	835,290.99
202 PERMISSIVE AUTO	-	-	-	45,000.00	45,000.00
203 STATE HIGHWAY	-	-	-	40,000.00	40,000.00
204 RECREATION FUND	4.14	-	-	75,250.00	75,254.14
205 BEAUTIFICATION	66.38	-	-	-	66.38
207 POLICE SEIZURE FUND	1,608.00	-	-	-	1,608.00
208 SENIOR CENTER	965.65	-	-	77,500.00	78,465.65
209 FUTHERANCE OF JUSTICE	436.67	-	-	-	436.67
210 POLICE PENSION	468.26	43,846.00	-	49,000.00	93,314.26
211 HOLIDAY FUND	168.88	-	-	-	168.88
212 POLICE EVENTS	200.52	-	-	-	200.52
213 MEMORIAL FUND	279.30	-	-	-	279.30
214 ENFORCEMENT & EDUC.	20,405.09	-	-	20,000.00	40,405.09
215 INDIGENT DRIVERS	20.89	-	-	-	20.89
216 CONFISCATED PROPERTY	4.19	-	-	-	4.19
217 AMBULANCE BILLING	3,433.22	-	-	345,000.00	348,433.22
218 MAYOR'S COURT	240.50	-	-	5,000.00	5,240.50
219 COURT INDIGENT DRIVE	849.00	-	-	1,000.00	1,849.00
225 3% STATE FUND	529.17	-	-	1,200.00	1,729.17
250 CARES ACT	736.05	-	-	-	736.05
251 OPIOID SETTLEMENT	6,907.08	-	-	18,613.35	25,520.43
252 ARPA COMM GRANT	504,999.00	-	-	-	504,999.00
301 G.O. BOND RETIREMENT	153.21	87,693.00	-	2,000,000.00	2,087,846.21
401 GENERAL IMPROVEMENT	55.81	-	-	158,000.00	158,055.81
402 TIF-SWIFT FILTERS	5,563.29	-	-	1,500.00	7,063.29
403 TIF-MAINES W&D OAKWOOD	21,083.82	-	-	4,500.00	25,583.82
404 TIF-THERMO	7,185.05	-	-	1,000.00	8,185.05
405 TIF-FAMILY DOLLAR	39,659.03	-	-	7,500.00	47,159.03
406 TIF-OAKWOOD HOSPITALITY	11,320.10	-	-	4,000.00	15,320.10
407 TIF-COMMUNITY CARE	34,273.93	-	-	7,000.00	41,273.93
408 TIF-BUCKEYE DEVELOPMENT	9,089.63	-	-	2,500.00	11,589.63
501 S/A BOND RETIREMENT	222.15	-	-	120,000.00	120,222.15
602 SANITARY SEWER REV.	90.10	-	-	335,000.00	335,090.10
801 MAINT. BOND DEPOSIT	20,597.66	-	-	7,500.00	28,097.66
803 SENIOR CENTER RENTAL	2,005.98	-	-	6,000.00	8,005.98
804 MEADOWS HOMEOWNER INS.	825.20	-	-	-	825.20
805 P.C DEPOSIT	1,627.81	-	-	2,500.00	4,127.81
806 CLEARING FUND	11,373.49	-	-	5,000.00	16,373.49
999 PAYROLL CLEARING FUND	-	-	-	-	-
<b>TOTAL</b>	<b>1,037,840.08</b>	<b>555,387.00</b>	<b>77,632.98</b>	<b>15,280,725.35</b>	<b>16,951,585.41</b>

# UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)

(Do Not Include General Obligation Debt Being Paid By Other Sources)

(Do Not Include Special Obligation Bonds & Revenue Bonds)

SCHEDULE 3

PURPOSE OF BONDS AND NOTES	AUTHORITY FOR LEVY OUTSIDE 10 MILL LIMIT*	DATE OF ISSUE	DUE DATE	ORDINANCE OR RESOLUTION	SERIAL OR TERM	RATE OF INTEREST	AMOUNTS OF BONDS & NOTES OUTSTANDING AT BEGINNING OF BUDGET YEAR JAN 1, 2025	AMOUNT REQUIRED FOR PRINCIPAL AND INTEREST 10/5 TO 10/25
<b>PAYABLE FROM BOND RETIREMENT FUND</b>								
<b>    INSIDE 10 MILL LIMIT</b>								
Various Purpose & Refunding Bonds(S/A issuer port)		2003-12		Various		2.5-3.0%	1,530,000.00	231,435.50
<b>TOTAL BOND</b>							1,530,000.00	231,435.50
<b>Unvoted Notes-Special Assessment</b>								
Various Purpose Notes		2020		Various		4.0%	1,495,000.00	78,487.50
<b>TOTAL DEBT</b>							3,025,000.00	309,923.00

**RESOLUTION NO. 2024-WS-35**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FINANCIERE ESTEREL d/b/a TRESICAL, INC., FOR THE PROVISION OF A NON-REFUNDABLE NET PROFITS TAX CREDIT AND DECLARING AN EMERGENCY**

**WHEREAS**, Trescal, Inc., a Michigan corporation and a wholly owned subsidiary of Financiere Esterel, a French company, has approached the Village of Oakwood to explore locating its operations within the Village of Oakwood; and

**WHEREAS**, Trescal has solicited a Net Profits Tax Credit from the Village of Oakwood; and

**WHEREAS**, R.C. Sec 718.15 permits municipalities to grant net profits tax credits;

**WHEREAS**, the Council of Village of Oakwood has investigated this matter and has recommended the approval of this credit:

**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 Net Profits Tax Credit Agreement in the form substantially similar to the one attached hereto, expressly made a part hereof by reference, and marked Exhibit "A".

**SECTION 2.** The Finance Director be and is hereby authorized to expend such funds of the Village pursuant to and in accordance with the terms and conditions contained in the attached Agreement.

**SECTION 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the creation of job opportunities and other economic benefits for residents of the Village and surrounding areas for which time is of the essence, therefore, provided it receives two-thirds ( $\frac{2}{3}$ ) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
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 Resolution 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 Resolution 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

### NET PROFITS TAX CREDIT AGREEMENT

This agreement made and entered into as of the last date of signature set forth hereinbelow, by and between the Village of Oakwood, Ohio, an Ohio municipal corporation, with its main offices located at 24800 Broadway Avenue, Oakwood Village, Ohio 44146 (hereinafter referred to as "Village" or "Oakwood") and Trescal, Inc., a Michigan corporation with its main offices located at Parc d'Affaires Silic, 8 rue de l'Estrel, F-94150, RUNGIS, FR., and a wholly-owned subsidiary of Financiere Esterel, a French company (hereinafter referred to as "Company").

#### WITNESSETH:

**WHEREAS**, Oakwood has encouraged the creation and retention of job opportunities throughout the Village; and

**WHEREAS**, the Company is desirous of leasing certain facilities located at Bldg. F, Ste. A, 7730 First Place, Oakwood Village, Ohio 44146, developed by Access Point Properties II, LTD., an Ohio limited liability company, Donald M. King, managing partner, to create employment opportunities (hereinafter sometimes referred to as the "Project") within the boundaries of the Village of Oakwood, provided that the appropriate development incentives are available to support the economic viability of said Project; and

**WHEREAS**, the Village of Oakwood is desirous of providing the Company with incentives available for the development of the Project; and

**WHEREAS**, the Council of the Village of Oakwood has investigated this matter and has recommended the same on the basis that the Company is qualified by financial responsibility and business experience to create employment within the Village of Oakwood and improve the economic climate of Oakwood; and

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Description of the Project.

- A. The Company shall lease for a period of ten (10) years certain facilities located at Bldg. F, Ste. A, 7730 First Place, Oakwood Village, Ohio, 44146 for the location of its Cleveland operations. The Company is a leading worldwide supplier of calibration services in numerous industries including aerospace, food and beverage, telecommunications, automobile and life sciences.

2. Job Creation and Retention.



- A. The Company shall create 32 jobs in the Village of Oakwood, by December 31, 2024, which will result in a minimum \$1,500,000.00 annual payroll subject to Oakwood's net profits tax.

3. Issuance of Grant.

- A. The Village of Oakwood hereby grants a non-refundable net profits tax credit based upon the creation of new payroll and jobs in the Village of Oakwood, according to the schedule below.

<u>Years</u>	<u>Amount of Grant</u>
5	Fifty percent (50%) of the actual net profits taxes owed to Oakwood by the Company commencing in 2024 and, thereafter, for each year the grant is in effect provided the annual payroll is \$1,500,000.00 or more.

- B. To receive a credit in any given year, the Company must make written application to the Village through the Mayor for such credit and provide the necessary documentation in support of its application. Based upon the information supplied to the Mayor, the Mayor shall recommend in writing to Village Council whether the credit should be given for any such year. Based upon Council's review of the information and documentation supplied by the Company together with the recommendation of the Mayor, Council shall either approve or deny such based upon compliance by the Company with the criteria set forth in this Agreement. This application must be made no later than February 28<sup>th</sup> of any year following the year for which a credit is sought.

4. Credits

A. Credit.

Payroll levels as provided herein must be met by December 31, 2024. The credit shall be made by June 1, 2025 (the following year), provided that the Company files a Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28, 2025.

- B. Timing of Annual Credit Payments. Annual credit payments shall be made by June 1<sup>st</sup> of the following year, provided that the Company files its Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28<sup>th</sup>. If the Company requests an extension for filing of its RITA Form 17, the Village shall make the grant payment within three months of the extended filing date. It is the responsibility of the Company to advise the Mayor of the filing of an extension.

5. Information for Annual Review. The Company shall timely provide to the Village any information reasonably required by the Village to evaluate the Company's compliance with the Agreement.
6. Certification as to Payments of Taxes. The Company certifies that at the time this agreement is executed and during any time while this agreement is in effect, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has not filed a petition in bankruptcy nor has such a petition been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the last day prescribed for payment without penalty under the Chapter of the Revised Code governing payment of those taxes.
7. Non-Discrimination Hiring. By executing this Agreement, the Company is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry. The Company further agrees to use a good-faith effort in giving preference in hiring to Oakwood Village residents provided they are otherwise qualified for the position available.
8. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Oakwood Village Council. The Village acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of the Company or to any third party so long as, with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the Village's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of the Company in all pertinent respects.
9. Termination of Grant
  - A. This Agreement shall expire December 31, 2029 unless otherwise extended except that credits accumulating for the year 2029 shall be paid in 2030 according to the schedules set forth hereinabove.
  - B. If the Company fails to submit required information and/or reports as set forth above, the Village may terminate or modify this Agreement and deny or modify future credits heretofore granted from the date of the Company's breach or default. In the case as provided in this Subsection, the Village's termination or modification of this Agreement may be instituted only if the Company fails to cure any breach of any term of this Agreement as determined by the Village within ten (10) days of

receiving written notice of such failure from the Village or, if cure of the breach cannot be completed within ten (10) days, if the Company has not made a good faith start of the cure, and/or not diligently pursued same.

- C. Oakwood may terminate or modify this Agreement and may also require the repayment of the full amount of credits awarded under this Agreement, if the Village determines that the certification as to delinquent taxes required by this Agreement is fraudulent or untrue, or if the Company otherwise breaches this Agreement.
- D. Oakwood may terminate or modify this Agreement and may also require the repayment of 100% of the full amount of the grant payments awarded under this Agreement, upon the occurrence of the following:

The Company vacates the leased premises located at Bldg. F, Ste. A, 7730 First Place, Oakwood, Ohio and moves the Project out of the Village of Oakwood or terminates its operations at the leased premises altogether during the term of this Agreement ending December 31, 2029.

- E. In determining whether or not to modify this Agreement the Mayor of the Village of Oakwood and Village Council shall consider the effect of market conditions on the Company's project and whether or not the Company is closing its operations, relocating its operations outside the Village of Oakwood or relocating its operations within the Village of Oakwood. After making the determination, the Mayor shall recommend to Village Council any modifications to this Agreement. The Village Council may adopt or modify this recommendation at its discretion. The Company agrees to reimburse the Village of Oakwood any grant refunds as provided above within fifteen (15) days of the date of the notice to refund grant funds is provided to the Company as detailed herein.

- 10. Any notices, statements, acknowledgments, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the Village to: ~~500~~ Village of Oakwood  
24800 Broadway Avenue  
Oakwood Village, Ohio 44146  
Attn: Mayor

With a copy to: Director of Law - Village of Oakwood  
24800 Broadway Avenue  
Oakwood Village, Ohio 44146

If to the Company to:

Trescal, Inc.  
Bldg. F, Ste. A  
7730 First Place  
Oakwood Village, Ohio 44146

11. Condition Precedent. The Company and Oakwood acknowledge that this Agreement must be approved by formal action of the legislative authority of the Village of Oakwood as a condition for the agreement to take effect.

**IN WITNESS WHEREOF**, the parties hereto, after first being duly authorized, have executed this agreement on the date first written above.

WITNESSED BY:

VILLAGE OF OAKWOOD

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Gary V. Gottschalk                      DATE  
Mayor  
Village of Oakwood

WITNESSED BY:

TRESCAL, INC. a Michigan corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_                      Title                      DATE

Approved as to legal form:

\_\_\_\_\_  
James A. Climer,  
Director of Law  
Village of Oakwood

This Agreement has been authorized by Resolution No. 2024- \_\_\_\_\_, adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Tanya Joseph, Clerk of Council

**RESOLUTION NO. 2024-WS-36**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FINANCIERE ESTEREL d/b/a TRESICAL, INC. FOR THE PROVISION OF A JOB CREATION GRANT AND DECLARING AN EMERGENCY**

**WHEREAS**, Trescal, Inc., a Michigan corporation and a wholly owned subsidiary of Financiere Esterel, a French company (hereinafter Trescal), has approached the Village of Oakwood to explore locating its operations within the Village of Oakwood; and

**WHEREAS**, Trescal has solicited a Job Creation Tax Credit from the Village of Oakwood; and

**WHEREAS**, The King Group through various of its companies, and including Access Point Properties II, LTD., an Ohio limited liability company, (hereinafter *King Group*) has developed facilities that have caused interest by Trescal in locating its US headquarters in Oakwood; and

**WHEREAS**, R.C. Sec 718.15 permits municipalities to grant job creation tax credits; and

**WHEREAS**, the Council of Village of Oakwood has investigated this matter and has recommended the approval of this grant:

**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 Job Creation Grant Agreement in the form substantially similar to the one attached hereto, expressly made a part hereof by reference, and marked Exhibit "A".

**SECTION 2.** The Finance Director be and is hereby authorized to expend such funds of the Village pursuant to and in accordance with the terms and conditions contained in the attached Agreement.

**SECTION 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the creation of job opportunities and other economic benefits for residents of the Village and surrounding areas for which time is of the essence, therefore, provided it receives two-thirds ( $\frac{2}{3}$ ) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

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 Resolution 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 Resolution 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

### JOB CREATION TAX CREDIT AGREEMENT

This agreement made and entered into as of the last date of signature set forth hereinbelow, by and between the Village of Oakwood, Ohio, an Ohio municipal corporation, with its main offices located at 24800 Broadway Avenue, Oakwood Village, Ohio 44146 (hereinafter referred to as "Village" or "Oakwood") and Trescal, Inc., a Michigan corporation with its main offices located at 8 rue del'Estrel, F-94150, RUNGIS, FR (hereinafter referred to as "Company").

#### WITNESSETH:

**WHEREAS**, Oakwood has encouraged the creation and retention of job opportunities throughout the Village; and

**WHEREAS**, the Company is desirous of leasing certain facilities located at Bldg. F, Ste A, 7730 First Place, Oakwood Village, Ohio 44146, to create employment opportunities (hereinafter sometimes referred to as the "Project") within the boundaries of the Village of Oakwood, provided that the appropriate development incentives are available to support the economic viability of said Project; and

**WHEREAS**, Access Point Properties II, LTD., an Ohio limited liability company, Donald M. King, managing partner (hereinafter "*King Group*") has developed facilities that have caused interest by the Company in locating its US headquarters in Oakwood; and

**WHEREAS**, the Village of Oakwood is desirous of providing the Company with incentives available for the development of the Project; and

**WHEREAS**, the Council of the Village of Oakwood has investigated this matter and has recommended the same on the basis that the Company is qualified by financial responsibility and business experience to create employment within the Village of Oakwood and improve the economic climate of Oakwood;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefits to be derived by the parties from the execution hereof, the parties hereto agree as follows:

1. Description of the Project.
  - A. The Company shall lease for a period of ten (10) years certain facilities located at Bldg, F, Ste. A, 7730 First Place, Oakwood Village, Ohio, 44146 for the location of its Cleveland operations. The Company is a leading world-wide supplier of calibration services in numerous industries including aerospace, food and beverage, telecommunications, automobile and life sciences.
2. Job Creation and Retention.



- A. The Company shall create 32 jobs in the Village of Oakwood, by December 31, 2024, which will result in a minimum \$1,500,000.00 annual payroll subject to the imposition of the Village's Municipal Income Tax.

3. Issuance of Credit.

- A. The Village of Oakwood hereby grants a non-refundable Job Creation Tax Credit based upon the creation of new payroll and jobs in the Village of Oakwood, according to the schedule below.

<u>Years</u>	<u>Amount of Grant</u>
7	Seventy-five percent (75%) of the actual withholding tax commencing in 2024 and, thereafter, for each year the grant is in effect provided the annual payroll is \$ 1,500,000.00 or more.

- B. To receive a credit in any given year, the Company must make written application to the Village through the Mayor for such credit and provide the necessary documentation in support of its application. Based upon the information supplied to the Mayor, the Mayor shall recommend in writing to Village Council whether the credit should be given for any such year. Based upon Council's review of the information and documentation supplied by the Company together with the recommendation of the Mayor, Council shall either approve or deny such credit based upon compliance by the Company with the criteria set forth in this Agreement. This application must be made no later than February 28<sup>th</sup> of any year for which a grant is in effect.
- C. In the event the Company exercises its option to renew its lease agreement for the facilities described herein, Oakwood shall consider extending the Job Creation Credit dependent upon the increased level in the Company's annual payroll.

4. Credit Payments.

A. Initial Credit Payment.

Payroll levels as provided herein must be met by December 31, 2024. The initial credit payment shall be made by June 1, 2025 (the following year), provided that the Company files a Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28, 2025.

- B. Timing of Annual Credit Payments. Annual credit payments shall be made by June 1<sup>st</sup> of the following year, provided that the company files its Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28<sup>th</sup>. If the Company requests an extension for filing of its RITA Form 17, the Village shall make the credit payment

within three months of the extended filing date. It is the responsibility of the company to advise the Mayor of the filing of an extension.

5. Information for Annual Review. The Company shall timely provide to the Village any information reasonably required by the Village to evaluate the Company's compliance with this Agreement.
6. Certification as to Payments of Taxes. The Company certifies that at the time this Agreement is executed and during any time while this Agreement is in effect, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has not filed a petition in bankruptcy nor has such a petition been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the last day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
7. Non-Discrimination Hiring. By executing this Agreement, the Company is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry. The Company further agrees to use a good- faith effort in giving preference in hiring to Oakwood Village residents provided they are otherwise qualified for the position available.
8. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Oakwood Village Council. The Village hereby consents to the assignment of some or all of the incentives described herein from Trescal to Access Point Properties II, LTD., an Ohio limited liability company. The Village further acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of the Company or to any third party so long as, with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the Village's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of the Company in all pertinent respects.
9. Termination of Grant
  - A. This Agreement shall expire December 31, 2031 unless otherwise extended except that credits accumulating for the year 2031 shall be paid in 2032 according to the schedules set forth hereinabove.
  - B. If the Company fails to submit required information and/or reports as set forth above, the Village may terminate or modify this Agreement and deny or modify future

grants heretofore granted from the date of the Company's breach or default. In the case as provided in this Subsection, the Village's termination or modification of this Agreement may be instituted only if the Company fails to cure any breach of any term of this Agreement as determined by the Village within ten (10) days of receiving written notice of such failure from the Village or, if cure of the breach cannot be completed within ten (10) days, if the Company has not made a good faith start of the cure, and/or not diligently pursued same.

- C. Oakwood may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, if the Village determines that the certification as to delinquent taxes required by this Agreement is fraudulent or untrue, or if the Company otherwise breaches this Agreement.
- D. Oakwood may terminate or modify this Agreement and may also require the repayment of 100% of the full amount of the grant payments awarded under this Agreement, upon the occurrence of the following:

The Company vacates the leased premises located at Bldg, F, Ste. A, 7730 First Place, Oakwood, Ohio and moves the Project out of the Village of Oakwood or terminates its operations at the leased premises altogether during the term of this Agreement ending December 31, 2031.

- E. In determining whether or not to modify this Agreement the Mayor of the Village of Oakwood and Village Council shall consider the effect of market conditions on the Company's project and whether or not the Company is closing its operations, relocating its operations outside the Village of Oakwood or relocating its operations within the Village of Oakwood. After making the determination, the Mayor shall recommend to Village Council any modifications to this Agreement. The Village Council may adopt or modify this recommendation at its discretion. The Company agrees to reimburse the Village of Oakwood any grant refunds as provided above within fifteen (15) days of the date of the notice to refund grant funds is provided to the Company as detailed herein.

10. Any notices, statements, acknowledgments, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the Village to: Village of Oakwood  
24800 Broadway Avenue  
Oakwood Village, Ohio 44146  
Attn: Mayor

With a copy to: Director of Law - Village of Oakwood  
24800 Broadway Avenue  
Oakwood Village, Ohio 44146

If to the Company to: Trescal, Inc.  
Bldg, F, Ste. A  
7730 First Place  
Oakwood Village, Ohio 44146

11. Condition Precedent. The Company and Oakwood acknowledge that this Agreement must be approved by formal action of the legislative authority of the Village of Oakwood as a condition for this Agreement to take effect.

**IN WITNESS WHEREOF**, the parties hereto, after first being duly authorized, have executed this Agreement on the date first written above.

WITNESSED BY: VILLAGE OF OAKWOOD

\_\_\_\_\_  
By: \_\_\_\_\_ DATE  
Gary V. Gottschalk  
Mayor  
Village of Oakwood

WITNESSED BY

TRESCAL, INC., a Michigan corporation

\_\_\_\_\_  
By: \_\_\_\_\_ Title DATE  
\_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
James A. Climer,  
Director of Law  
Village of Oakwood

This Agreement has been authorized by Resolution No. 2024- \_\_\_\_\_, adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Tanya Joseph, Clerk of Council

**RESOLUTION NO. 2024-WS-37**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY RESOLUTION AUTHORIZING THE  
MAYOR TO APPLY TO THE OHIO PUBLIC WORKS  
COMMISSION FOR A POTENTIAL GRANT FOR THE  
FUNDING OF CAPITAL INFRASTRUCTURE  
IMPROVEMENT PROJECTS**

**WHEREAS**, pursuant to Article VIII, Section 2K of the Ohio Constitution, the State of Ohio is authorized to issue bonds and other obligations of the State for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law; and

**WHEREAS**, pursuant to section 164.06 of the Ohio Revised Code, the District One Public Works Integrating Committee has been created to accept, evaluate and recommend applications for state financing of capital infrastructure improvement projects of political subdivisions in Cuyahoga County; and

**WHEREAS**, pursuant to Section 164.05 of the Ohio Revised Code, the Ohio Public Works Commission has been created to accept and approve applications for state financing of capital infrastructure improvement projects of political subdivisions in Cuyahoga County; and

**WHEREAS**, the Village of Oakwood has conducted a capital inventory and needs assessment and has determined that it is necessary to submit an application for financial assistance for certain capital infrastructure improvement projects:

**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 make application to the District One Public Works Integrating Committee and the Ohio Public Works Commission for financial assistance for the following capital infrastructure improvement project:

1. Tryon Road Improvements – Phase 2

**SECTION 2.** The Mayor be and he is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance and further upon the recommendations of the Village Engineer, and approved as to form by the Village Law Director, in accordance with all authority granted to and limitations upon the Village Director of Finance.

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

PASSED: \_\_\_\_\_

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 Resolution No. 2024-\_\_\_\_ 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 Resolution No. 2024-\_\_\_\_ 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

DATED: \_\_\_\_\_

**RESOLUTION NO. 2024-WS-38**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM FOR 2025, AND AUTHORIZING THE SIGNING OF CONTRACTS AND OTHER DOCUMENTS RELEVANT THERETO, AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Section 714.02 of the Cuyahoga County Code, there is created the Cuyahoga County Community Supplemental Block Grant program to be administered in conjunction with and using the same grant process as the County Community Development Block Grant Program; and

**WHEREAS**, the Cuyahoga County Community Development Supplemental Grant (“CDSG”) program shall be administered by the Cuyahoga County Executive through the Cuyahoga County Department of Development; and

**WHEREAS**, the CDSG program shall be funded through the County Casino Revenue Fund as established in Chapter 709 of the County Code. Fifteen percent (15%) of the funds transferred into the Casino Revenue Fund annually shall be used to fund projects approved through the Cuyahoga County Community Development Supplemental Grant program; and

**WHEREAS**, CDSG funds are available to eligible municipal corporations to fund projects meeting a community development need related to the health or welfare of the community, which projects include: a) community master plans; b) housing and commercial demolition; c) infrastructure; d) public safety; e) streetscapes; f) parks and playgrounds; or g) community and senior centers; and

**WHEREAS**, the Village of Oakwood is a municipal corporation eligible to receive CDSG funding for an eligible activity through the Municipal Grant Program; and

**WHEREAS**, The Mayor and Engineer have advised Council that CDSG funds may be available through the 2025 Cuyahoga County Community Development Supplemental Grant program in an amount not exceeding Fifty Thousand Dollars (\$50,000.00), to fund the Tryon Road Improvements – Phase 2 project.

**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 and Engineer are hereby authorized and directed to make application, sign, and file all necessary contracts and documents with the Cuyahoga County Department of Development for CDSG funding through the 2025 Cuyahoga County Community Development Supplemental Grant program for the following project:

**Tryon Road Improvements – Phase 2**

**SECTION 2.** The Mayor be and he is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance and further upon the



recommendations of the Village Engineer, and approved as to form by the Village Law Director, in accordance with all authority granted to and limitations upon the Village Director of Finance.

**SECTION 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that it is necessary to timely submit the application therefore, provided it receives two thirds (2/3) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_

RESOLUTION NO. 2024-WS-39

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR 2025, AND AUTHORIZING THE SIGNING OF CONTRACTS AND OTHER DOCUMENTS RELEVANT THERETO, AND DECLARING AN EMERGENCY**

**WHEREAS**, Cuyahoga County, as an Urban County designated by the Department of Housing and Urban Development (“HUD”), receives and administers an annual entitlement from the Community Development Block Grant program through the Cuyahoga County Department of Development; and

**WHEREAS**, the Department of Development carries out various housing and community development activities with Community Development Block Grant (“CDBG”) funds including funding eligible activities carried out by other units of local government through the County’s Municipal Grant Program, which eligible activities include: a) community master plans; b) housing and commercial demolition; c) infrastructure; d) public safety; e) streetscapes; f) parks and playgrounds; or g) community and senior centers; and

**WHEREAS**, the Village of Oakwood is a local government eligible to receive CDBG funding for an eligible activity through the Municipal Grant Program; and

**WHEREAS**, The Mayor and Engineer have advised Council that CDBG funds may be available through the 2025 Community Development Block Grant program through the Cuyahoga County Department of Development in an amount not exceeding One Hundred Fifty Thousand Dollars (\$150,000.00), to fund the Tryon Road Improvements - Phase 2 project.

**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 and Engineer are hereby authorized and directed to make application, sign and file all necessary contracts and documents with the Cuyahoga County Department of Development for CDBG funding through the 2025 Community Development Block Grant program for the following project:

**Tryon Road Improvements - Phase 2**

**SECTION 2.** The Mayor be and he is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance and further upon the recommendations of the Village Engineer, and approved as to form by the Village Law Director, in accordance with all authority granted to and limitations upon the Village Director of Finance.

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

PASSED: \_\_\_\_\_

\_\_\_\_\_  
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 Resolution 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 Resolution 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: \_\_\_\_\_

**ORDINANCE NO. 2024-37**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY SALARY ORDINANCE SETTING FORTH CERTAIN POSITIONS  
OF EMPLOYMENT AND COMPENSATION AND BENEFIT SCHEDULES  
THEREFORE FOR THE VILLAGE OF OAKWOOD COMMENCING WITH THE  
FIRST PAY PERIOD BEGINNING ON JANUARY 1, 2024**

**WHEREAS**, it is necessary for Council to provide from time to time for employment positions and rate of pay for employment with the Village;

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

**Section 1.** The following positions of employment and the schedule of compensation therefore for certain employees of the Village of Oakwood shall be as follows:

**Administrative Jobs (Full-Time)**

Clerk of Council	\$19.23/hour--\$20.19/hour
Executive Assistant to Mayor	\$55,000/year--\$68,250/year
Finance Director	\$82,000/year--\$93,616.89/year
Fire Chief	\$85,774/year--\$90,062.70/year
Service Director of Public Service/Properties	\$90,542.40/year--\$95,069.52/year

**Administrative Jobs (Part-Time)**

Chief Building Official	\$40,000/year--\$43,938.96/year
Recreation Director	\$26.00/hour--\$27.30/hour

**Building Department (Full-Time)**

Building Department Secretary	\$21.66/hour--\$22.74/hour
Housing Inspector - Building	\$17.52/hour--\$18.44/hour
Office Manager/Executive Secretary Building	\$20.58/hour--\$21.66/hour

**Finance Department (Full-Time)**

Accounts Payable	\$19.23/hour--\$20.19/hour
Finance Specialist	\$21.63/hour--\$22.72/hour
Finance Clerk	\$18.22/hour--\$19.13/hour
Payroll Specialist	\$24.04/hour--\$25.24/hour

**Mayor's Court (Full-Time)**

Chief Deputy Clerk of Courts	\$23.67/hour--\$24.85/hour
Clerk of Mayor's Court	\$24.94/hour--\$26.19/hour

**Recreation Department**

Recreation Assistant	\$12.36/hour--\$12.98/hour (PT)
Recreation Commission Secretary	
Summer Camp Counselor	\$13.00/hour--15.00/hour (Seasonal)
Summer Camp Supervisor	\$16.00/hour--\$16.80/hour (Seasonal)

**Police Department (Full-Time)**

Administrative Assistant	\$23.67/hour--\$24.85/hour
Dispatcher	\$22.00/hour--\$25.19/hour

**Police Department (Part-Time)**

Auxiliary - Police Officer	\$16.50/hour--\$17.33/hour
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**Service Department (Full-Time)**

Foreman	\$26.58/hour--\$27.91/hour
General Laborer Service Worker Level 1	\$23.00/hour--\$24.15/hour
General Laborer Service Worker Level 2	\$24.81/hour--\$26.05/hour

General Laborer Service Worker Level 3 \$25.50/hour--\$26.77/hour

**Service Department (Part-Time)**

Custodian \$16.81/hour--\$17.65/hour

Emergency Labor Service Worker \$25.00/hour

Mechanic \$17.00/hour--\$17.85/hour

Senior Van Driver \$10.93/hour--\$11.48/hour

Summer Laborers \$15.00/hour--\$16.71/hour

**Traffic Control (Part-Time)**

School Guard \$14.02/hour--\$14.72/hour

**Fire Department (Not to Exceed 71 Total)**

Assistant Fire Chief (2) \$35.09/hour--\$36.84/hour

Assistant Chiefs, each one works 20 hours per week on average.

Captain \$30.38/hour--\$31.90/hour

Weekend differential rate \$37.98/hour

Fire Prevention Officer \$27.62/hour--\$29.00/hour

(Monday-Friday only)

Lieutenant \$27.62/hour--\$29.00/hour

Weekend differential rate \$34.53/hour

Firefighter \$25.11/hour--\$26.37/hour

Weekend differential rate \$31.39/hour

Probationary firefighter (first 6 months) \$20.33/hour--\$21.35/hour

Weekend differential rate \$25.41/hour

**Section 2.** The persons listed in Exhibit "A" attached hereto and incorporated herein shall receive the rates of pay specified in Exhibit "A" for their respective positions and shall receive the benefits specified in the Employee Handbook originally adopted by Council in Ordinance 2021-63 as that Handbook may be amended from time-to-time.

**Section 3.** The rates of pay specified herein shall not be changed without approval of Council.

**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 provides funding for critical operations of the Village and the daily operation of municipal departments, 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

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Erica Nikolic, Council President

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

Present to the  
Mayor: \_\_\_\_\_

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor Gary V. Gottschalk

**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. 2024-37 was duly and regularly passed by this Council at the meeting held on the \_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-37 was duly posted on the \_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted in accordance with the Oakwood Village Charter.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council



**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 5<sup>th</sup>, 2024, at the age of 88; and

**WHEREAS**, J.C. Blade was born on May 27<sup>th</sup>, 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

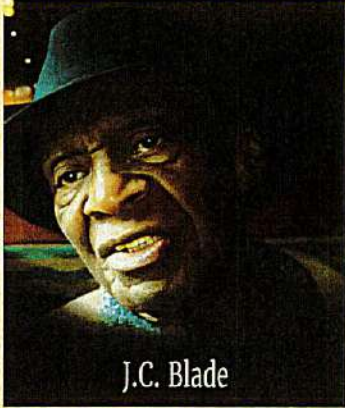
**POSTING CERTIFICATE**

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 5<sup>th</sup>, 2024, at the age of 88;  
and



**WHEREAS**, J.C. Blade was born on May 27<sup>th</sup>, 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:

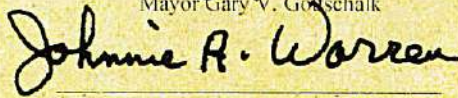
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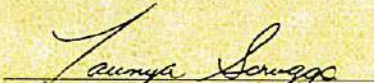
**SECTION 2.** The Clerk is hereby authorized to present a copy of this resolution to the family of J.C. Blade.

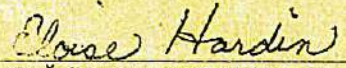
**SECTION 3.** This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

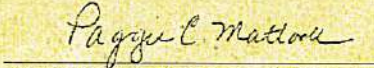
  
\_\_\_\_\_  
Mayor Gary V. Gotschalk

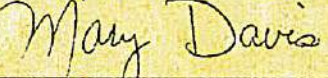
  
\_\_\_\_\_  
Council President Erica L. Nikolic

  
\_\_\_\_\_  
President Pro-Tem Johnnie A. Warren


  
\_\_\_\_\_  
Councilperson Ward 1 Taunya Scruggs

  
\_\_\_\_\_  
Councilperson Ward 2 Eloise Hardin

  
\_\_\_\_\_  
Councilperson Ward 3 Paggie Matlock

  
\_\_\_\_\_  
Councilperson Ward 4 Mary Davis

  
\_\_\_\_\_  
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 1<sup>st</sup>, 2024, at the age of 63; and

**WHEREAS**, Joel was born on March 7<sup>th</sup>, 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 1<sup>st</sup>, 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 Mincey (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 1<sup>st</sup>, 2024, at the age of 63; and

**WHEREAS**, Joel was born on March 7<sup>th</sup>, 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 1<sup>st</sup>, 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'yeon, Lhayla, Chad, Junicep 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.

  
Mayor Gary V. Gotschalk

  
Council President Erica L. Nikolic

  
President Pro-Tem Johnnie A. Warren

  
Councilperson Ward 1 Tanya Struggs

  
Councilperson Ward 2 Eloise Hardin

  
Councilperson Ward 3 Paggie Mallock

  
Councilperson Ward 4 Mary Davis

  
Councilperson Ward 5 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 1<sup>st</sup> 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

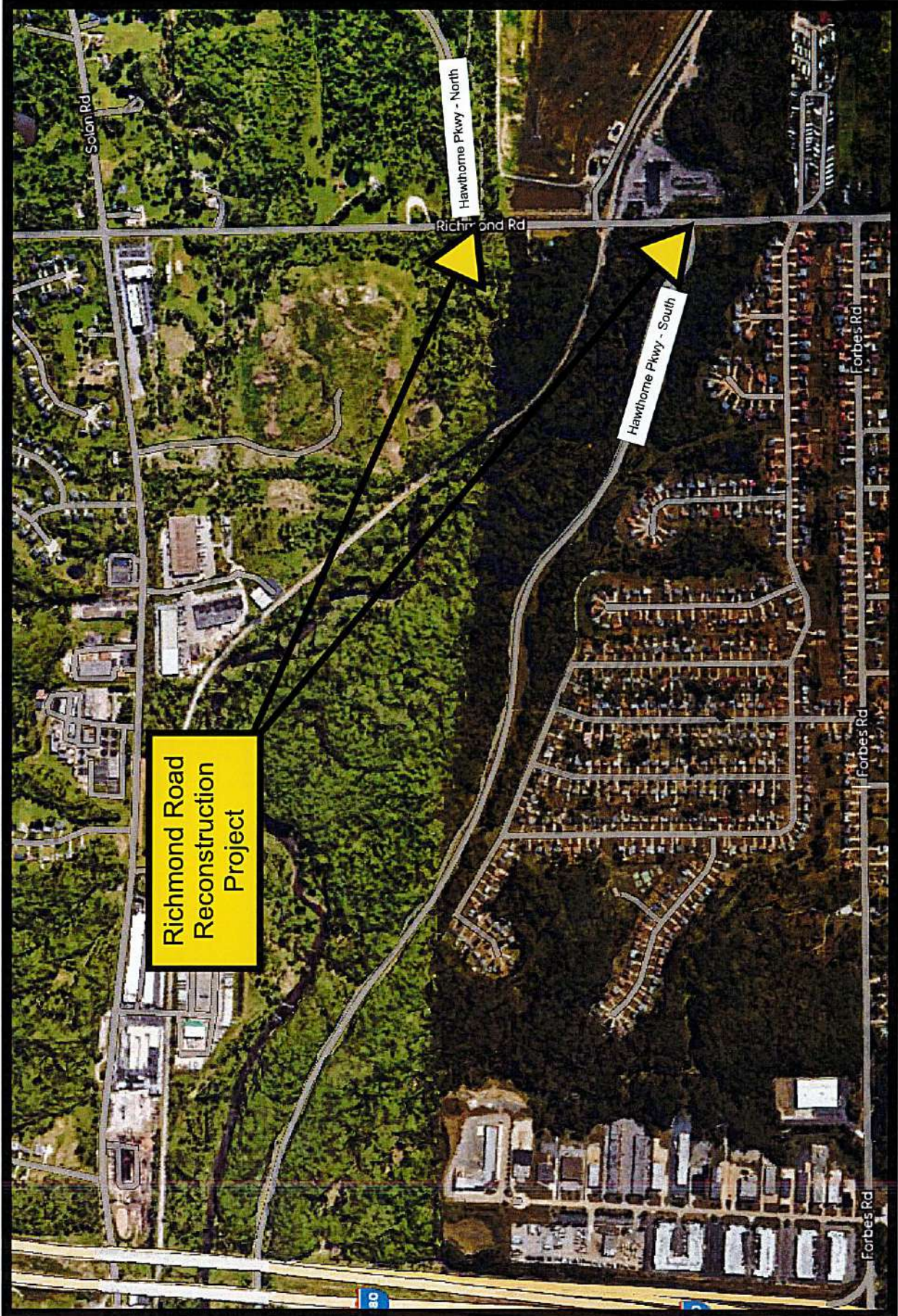


EXHIBIT A

**RESOLUTION NO. 2024-53**

**INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE**

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF RICHARD CHRISTIAN**

**WHEREAS**, Richard Christian, a longtime resident of Oakwood Village, passed away Thursday, August 15<sup>th</sup>, 2024, at the age of 62; and

**WHEREAS**, Richard was born on October 21<sup>st</sup>, 1961, in Oakwood Village, to Richard and Patricia Christian. Richard and Patricia had three children, Mary, Joyce, and Richard who was the baby of the three; and

**WHEREAS**, Richard attended school in the Bedford City School District where he graduated in 1979. During his early childhood years, Richard enjoyed playing baseball with his friends; and

**WHEREAS**, Richard met Tamara “Tammy” on the CB Radio in 1982. They got married November 11<sup>th</sup>, 1984, and with that union they had two beautiful children Melissa Christian (1988) and Robert Christian (1990); and

**WHEREAS**, Richard was an Amateur Radio Operator, N8BY was his callsign. Richard volunteered at the Veteran Hospital as a VE’s Examiner, testing people to get their FCC license. Additionally, Richard volunteered as a Fireman for the Oakwood Village Fire Department; and

**WHEREAS**, On July 12<sup>th</sup>, 2000, Richard received the “Gift of Life” when he received a miracle heart donation from a very special person in Chicago. The heart transplant was successfully performed at Cleveland Clinic; and

**WHEREAS**, Richard leaves not to mourn his passing, but to cherish his memory, his wife and best friend Tamara “Tammy” Christian, his devoted children Melissa Christian and Robert and Lindsey (daughter-in-law) Christian, his loving mother Patricia Christian, his sister Mary and Robin (brother-in-law) Davis, and his sister Joyce and Bill (brother-in-law) Deak. Along with his twelve nieces and nephews, and twelve great-nieces and nephews. Richard 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 Richard Christian 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 Richard Christian.

**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. 2024-53 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. 2024-53 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 RICHARD CHRISTIAN

WHEREAS, Richard Christian, a longtime resident of Oakwood Village, passed away Thursday, August 15<sup>th</sup>, 2024, at the age of 62; and

WHEREAS, Richard was born on October 21<sup>st</sup>, 1961, in Oakwood Village, to Richard and Patricia Christian. Richard and Patricia had three children, Mary, Joyce, and Richard who was the baby of the three; and

WHEREAS, Richard attended school in the Bedford City School District where he graduated in 1979. During his early childhood years, Richard enjoyed playing baseball with his friends; and

WHEREAS, Richard met Tamara "Tammy" on the CB Radio in 1982. They got married November 11<sup>th</sup>, 1984, and with that union they had two beautiful children Melissa Christian (1988), and Robert Christian (1990); and

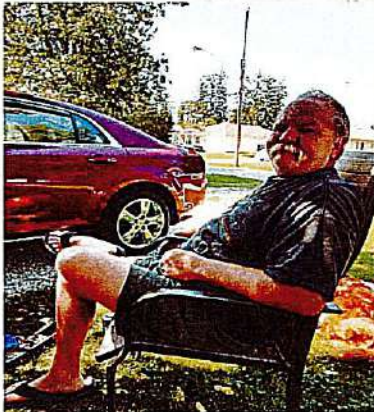


WHEREAS, Richard was an Amateur Radio Operator, N8BY was his callsign. Richard volunteered at the Veteran Hospital as a VE's Examiner, testing people to get their FCC license. Additionally, Richard volunteered as a Fireman for the Oakwood Village Fire Department; and



WHEREAS, On July 12<sup>th</sup>, 2000, Richard received the "Gift of Life" when he received a miracle heart donation from a very special person in Chicago. The heart transplant was successfully performed at Cleveland Clinic; and

WHEREAS, Richard leaves not to mourn his passing, but to cherish his memory, his wife and best friend Tamara "Tammy" Christian, his devoted children Melissa Christian and Robert and Lindsey (daughter-in-law) Christian, his loving mother Patricia Christian, his sister Mary and Robin (brother-in-law) Davis, and his sister Joyce and Bill (brother-in-law) Deak. Along with his twelve nieces and nephews, and twelve great-nieces and nephews. Richard 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:

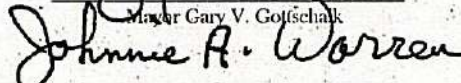
SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of Richard Christian and hope that the fond memories of such a wonderful, caring person, comfort them in their loss.

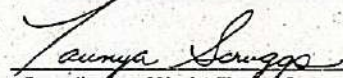
SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Richard Christian.


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.

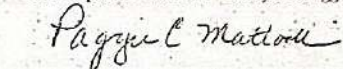
  
Mayor Gary V. Gottschak

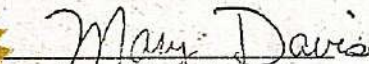
  
Council President Erica L. Nikolic

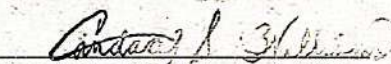
  
President Pro-Tem Johnnie A. Warren


  
Councilperson Ward 1 Taunya Scruggs

  
Councilperson Ward 2 Eloise Hardin

  
Councilperson Ward 3 Paggie Matlock

  
Councilperson Ward 4 Mary Davis

  
Councilperson Ward 5 Candace S. Williams

  
Clerk of Council Tanya A. Joseph



**RESOLUTION NO. 2024-54**

INTRODUCED BY COUNCILPERSON NIKOLIC

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT A NATUREWORKS APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR FUNDING UNDER THE NATUREWORKS PROGRAM FOR THE OAKWOOD VILLAGE PARK, NE CORNER OF BOOKER AVENUE AND KENTUCKY AVENUE PARK PLAYGROUND IMPROVEMENT 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,

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

**SECTION 1.** That the Council of the Village of Oakwood approves filing this application for financial assistance.

**SECTION 2.** That 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.** That the Council of 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**.

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 Resolution No. 2024-54 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, does hereby certify that Resolution 2024-54 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: \_\_\_\_\_

**RESOLUTION NO. 2024-55**

INTRODUCED BY COUNCILPERSON NIKOLIC

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR A T-MOBILE HOMETOWN GRANT FOR THE OAKWOOD VILLAGE PARK, NE CORNER OF BOOKER AVENUE AND KENTUCKY AVENUE PARK PLAYGROUND IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY**

**WHEREAS**, the T-Mobile Corporation is committing up to \$25 million through 2026 to support small towns, villages and territories across America by funding community projects through their nonprofit partner Main Street America, and

**WHEREAS**, the Village of Oakwood desires financial assistance under the T-Mobile Hometown Grant Program to fund a portion of Phase 1 of the Oakwood Village Park playground improvements at the northeast corner of Booker Avenue and Kentucky Avenue,

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

**SECTION 1.** That the Council of the Village of Oakwood approves filing this application for financial assistance.

**SECTION 2.** That the Mayor is hereby authorized and directed to execute and file an application with Main Street America for the T-Mobile Hometown Grant and to provide all information and documentation required to become eligible for possible funding assistance.

**SECTION 3.** That the Council of 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 **T-Mobile Hometown Grant Program**.

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 Resolution No. 2024-55 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, does hereby certify that Resolution 2024-55 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: \_\_\_\_\_

**VILLAGE OF OAKWOOD  
FINANCE COMMITTEE MEETING MINUTES  
2024-3-25**

**ATTENDANCE**

Erica Nikolic, President	Gary V Gottschalk, Mayor
Taunya Scruggs, Ward 1	Brian Thompson, Finance Director
Eloise Hardin, Ward 2	Tom Haba, Service Director
Paggie Matlock, Ward	
Mary Davis, Ward 4	
Candace Williams, Ward 5*	

**ABSENT**

Dave Tapp, Fire Department	James Climer, Law Director
Mark Garratt, Police Department	Daniel Marinucci, Chief Bldg. Official
Matt Jones, Village Engineer	Ross Cirincione, Prosecutor
Johnnie Warren, President Pro-Tem	
Carlean Perez – Recreation Director	

\*Arrived after roll call

\* Chair of Finance Committee

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Meeting opened at 5:38pm by Williams \*\*Recorder started at: 7:23pm

Pledge of Allegiance

Roll Call taken

**Jones:** And he has ensure now that he is doing that for you, just to be clear. Ed has a couple of guys that work directly with him at CVE that are constantly keeping an eye on grant funding opportunities. I don't know if you guys have ever had a chance to meet Stan Kosilesky. He's been the guy that's done a lot of our grant application. He previously worked for the Cuyahoga County and then came to work for CVE. He worked, you know, handling a lot of the funding. So, we have people that are out there looking for those opportunities. **Davis:** Okay, because you always have, I don't want to say you always have. But the majority 99% of these are with that OPWC or the other... **Jones:** CDBG is another source of funding. NOACA funds a lot of the County routes, you know, busier roads that are maybe like on the emergency network. So, those types of things, but OPWC is definitely a reliable source of funding. That's one where, because of the fact that you're a Village. You do qualify for additional funding through OPWC for the small government program. So that is one example of you guys get more funding. **Williams:** So, for this particular project if we did not do it. What would not get done is the street on our side within our Village limits? **Jones:** Correct, there's also some drainage work that has to occur as part of this. Again, the bulk of it is for the road. **Hardin:** Madam chair, would you ask that question again. What did you just say? **Williams:** If we did not do this project, this one with the trails, what would not get done? Our road and some drainage... **Jones:** Right, the road wouldn't get repaved, the drainage wouldn't happen. And then of course, the connector trail, which again, yes, is on the Glenwillow side. But connects your system to another system, will also not get done. **Davis:** So, would Glenwillow still get this \$250,000 or they would not? **Jones:** No, our application to OPWC was joint between us and Glenwillow. So, if one side backs out of the project dies. **Hardin:** How did this come about? Whose idea was this one? **Jones:** I think Glenwillow is the lead on this if I'm not mistaken. Mayor is that true? **Gottschalk:** Glenwillow is the lead, when Bedford owns half of Forbes Road, between Broadway and Northfield and we owned the other half. We never paid Bedford everything up front. When they were the ones who needed to have the work done. And so, I did the same thing here. I said, look, I'm not going to pay this kind of money, but I'll do it over 20 years. So that's why I got it down, whether it be five or six thousand per year. Otherwise, this is just too much money. I didn't see the feasibility at this point. But \$6,000 per year, that's not a problem. **Williams:** So, any more

questions on that project? What would be very helpful at this point. And I also asked Brian at the very start. If we could get a spreadsheet of what's due this year, what's due possibly in 2025 to 2026 and what's due over 20 years, for all of these projects. And if you could include any other payments for any projects that have already happened that we have to pay in future years. So we have an idea, because it looks like all of those come from SCMR. But, what's coming from that fund (inaudible).

**Jones:** I will have to sit down with Ed on that because obviously I don't have the history. **Williams:**

That would be helpful. **Jones:** I have a pretty good handle on what you see before you. **Williams:** I

mean, it's great to have these separate and to understand them in full detail. **Jones:** Sure, yeah,

evaluate each one on its merits. **Nikolic:** Madam Chair, could you just let us know. I know a couple

of them you mentioned we cannot push. But could you just let us know which of these we could

push out? That does not have to be done in 2024, if any at all. **Jones:** Sure. **Gottschalk:** Well, I

don't see (inaudible) industry, which brings in the tax dollars. **Williams:** Can you let him answer

that question directly. **Gottschalk:** I want to make a point; I didn't need to have that here. All I'm

saying is that these are roads that are commercial really, in most cases. And it's important to satisfy

our businesses that are paying big dollars that are here and staying here. You notice by the way,

another entity in the sense that, well, many are working at home. So, it's important to satisfy this.

But as I say next year, and that was why I was pointing out that on the rating of the streets. As you

can see now, we wouldn't be in any position doing anything this year, but we could next year. Well,

let's see how it's all laid out, Brian has assured me that, in fact, the way he's budgeted this thing. We

can meet everything that's been said. **Nikolic:** Rest assured Mayor, I just want to say we understand

the importance of why they were chosen. **Gottschalk:** Yeah. **Nikolic:** We hear you when you say

that our industry is important. But in the totality of looking at everything, when we start to lay

things out. If there's a necessity to push anything, we would need to. But in totality, just to have that

information while we're all here. We can understand what could be pushed. But we do understand

the importance, and we definitely understand the idea of supporting our industry. **Gottschalk:** Plus,

by the way, by having these out of the way. There's not much left to do on major streets because it

will be basically done. **Jones:** Right. **Gottschalk:** Right, so now we can focus on everything.

**Jones:** But to answer your question, honestly. I think the only one that even is remotely possible to

push would be the second phase of Tryon. That one, we don't have any funds committed to it at this

point. And that's on the application that we're going to make. That's about the only one I would say.

**Nikolic:** And that was the only one that the \$68,000 was due 2025. **Jones:** Right, there's no funds

on that for 2024. **Nikolic:** So, I guess I was asking about funds required in 2024, all funds required.

**Jones:** I don't think any of these could be pushed. Any of these if you did push them, the project

would die, and you'll lose the matching funds. And you can also be on the hook for some other costs

that you've already spent on some of them as well. **Nikolic:** Okay. **Jones:** So, that's your answer,

it's very difficult, if not impossible to push any of these. **Davis:** Can we get an idea or the actual

cost of what we've already paid for these different projects that he's just mentioned. That he says

we've already put money on hold for? **Thompson:** (inaudible). **Davis:** Is that just in engineering

costs as well? Okay... **Jones:** Yeah, none of them had any construction costs. I mean unless you

unless you count the Broadway signal. Since that was, you know, a number of years ago, but that's

kind of separate. **Williams:** So, Councilwoman Davis is asking, per project what we've already

expended and essentially Engineering fees. **Jones:** Okay. **Hardin:** Madam Chair, I think the

Finance Director, did I understand you just say. That you are going to do it tonight? You were

telling us how you were going to make all of this happen. **Thompson:** Yeah. **Hardin:** And which

projects you were talking about? We're talking actual dollars tonight. **Thompson:** Yeah, just a

quick summary, just make a comment. But I did put the budget together, after all these components

in totality from Matt. That was approximately \$2.8 million, construction was approximately five

hundred and some thousand dollars to engineer. When you add those together, it is about \$3.3

million. When you take into account you're loans, your OPC... **Williams:** Is this a document that

you have? **Thompson:** Just numbers, I've been looking at this so long. We can probably recap and

bring it back to you. So \$3.3 million, \$2.8 was construction, five hundred something thousand was

engineer. We'll put this on paper. When we took into account all the disbursements, loans, and take

into account we got the \$500,000 ARPA money. And then the reimbursements, the number for the books is in excess of about \$900,000. So, if you look at this budget that I gave you, one pager, fund 201. It would show you from the top, like the revenues. Even if we set aside the conversation, we had to do a direct disbursement as we dialogued with Ms. Howse. We still have those funds. So you'll be bringing in approximately \$1.4 million with all those variables. Taking into account \$937,000 for the miscellaneous contractual cost. The Engineer fees for Ed is \$403,000, because some of his fees, like Matt said, is going to be reimbursement from OPWC and different organizations. You add in some electric, utilities, repairs, and maintenance for a few of Tommy's vehicles, gasoline costs, ISIS snow removal, striping in the streets. That was probably \$1.4 too, so that fund at the end of the year. will be projected to end with \$411. Now, one of the big components is, the \$310,000. I got that schedule to your transfers. And those can be pushed in as I evaluate the disbursements and reimbursements throughout the year. I got \$310,000 scheduled in, and even with the \$310,000 scheduled into your General Fund transfers budget. I still got the general fund at this point, ending at \$357,000. Now, if we take into account receiving the dollars from the TIF dollars. And I relieve this 201 fund and do a direct disbursement to some of the TIF dollars. Then the general fund balance can raise up over in excess of \$400,000. So that's the way I got the budget. But every project that he has on those sheets, I summarized in the budget. And it is doable, with that balance being there. **Williams:** I heard you say you've looked at the numbers a lot. **Thompson:** Yes. **Williams:** So, what I would ask is, if, you know, there's going to be a presentation like this. With all of these project numbers, that you put that into the report for us. Because... **Thompson:** This is the report, I was dissecting everything... **Williams:** What's the report? **Thompson:** With everything on the project costs. **Williams:** Okay, if you could put what you just said in terms of the funds and how you expect that to show up in the general revenue for each of these budget accounts. If you could have that in a sheet where we can read and follow along. So, we can get a level of understanding, you just reciting it is not sufficient. **Thompson:** Okay. **Williams:** So, if you could put that together as soon as possible. **Thompson:** Yeah. **Hardin:** I guess I'm a little a little dumbfounded. Because when you said you had already figured it out and the Mayor went yes, and we were going yes. So, after all of this we went through, I thought you were going to have that written down. And I would have been a yes. **Thompson:** He's got everything in here, just a lot of components. And, you know, it took some time to go through all these. **Hardin:** So now it would have been icing on the cake. **Thompson:** That's what I have here, this is my icing, showing you how you can... **Hardin:** But, you should have had it written out so we could follow it. Because we definitely understand. **Jones:** I will say this, the numbers, we were still working on it as recently as today. So, I think, you know... **Gottschalk:** Certainly Friday. **Jones:** Yeah, certainly Friday, we spent Friday afternoon in my office going through everything. So, you know, these just came together. **Hardin:** That is what we need, now that you gave us the details. **Williams:** And you say you've been looking at them over and over, so you can recite them to us. That's not just today or yesterday, or Friday. **Gottschalk:** For us. **Thompson:** But that all kind of compiled... **Jones:** We've been going.... **Williams:** But you understand we can't follow without an actual document, right? **Thompson:** Yeah, that's why I brought it to you in the management summary here on the sheet for the fund. **Williams:** Can you explain to us how the 201 and the 6602 fund relate? **Thompson:** The 201 is the fund and 6602 is the department code. So sorry, if that's a little confusing. But all of this is your SCMR fund, so I'm showing a receipt. When you go to the move to the special revenue funds, you have to dissect them. So, you got revenues up top and expenses at the bottom. Usually, like with the general fund, you have a run on the departments, and you get one big number. But just straight answer to 6602, it's not a separate fund. It is just a department code of the 201 on the expense side. **Williams:** So, in 2024, in addition to the Engineer contract. what we will pay in fees is approximately \$403,000. **Thompson:** Yes, it's a little higher than that. But some of the if you remember the conversation. Some of these engineering fees, this is the cost we have to come up with. Which we have in the books for the \$403,000. **Davis:** So, the \$403,000 is only for these projects? **Thompson:** Yes. **Nikolic:** Madam chair, so looking at this, if we go back to what Ms. Howse said about the 202 and 203 funds. There's \$55,000 that you're totaling into this \$1.4

million. So, what we assumed is that \$55,000 is no longer available? **Thompson:** No, it's a reliable source of income, but I can set a budget to do a direct disbursement from those funds. **Williams:** It doesn't belong here. **Nikolic:** Right. **Thompson:** Historically, I have transferred the dollars. But I think the direct disbursement date are reliable source of funds. **Nikolic:** So, you're saying we will still have it. It's just the way it is set up here on this form is that it's not accurate. **Williams:** It should be separate, because when you have account 201. Then you have from fund 202, but that's not account 201. **Thompson:** Yeah, and I accumulate the dollars in the 202 and 203, just at the end of the year. **Williams:** Right, that's exactly what I'm saying, it's not 201 fund. **Thompson:** Right. **Williams:** You got it in 201... **Thompson:** Transferred out, but we can do a direct disbursement from those funds. **Nikolic:** Because it transfers into 202, and 203 comes from the general fund. **Thompson:** No, the money from 202 and 203 comes from us like County and state. **Williams:** So, we also need the 202 and 203 funds to see those as well. **Thompson:** You can see them on your cash report. You can see how it accumulated in the big report. **Williams:** Right, in the context of what you provided us, right? **Thompson:** Yes. **Williams:** You're saying that 202 and 203 can be used. Not as you transfer from this, to SCMR, but it can be used. So, we would need to see those funds in the same way that we're seeing 201. You follow what I'm saying? **Thompson:** Yeah, I'll have it set up for you. **Hardin:** Because you got us all the way to the 411, and that's where it stopped. **Thompson:** 411 is your (inaudible) and expenditures for the year. **Hardin:** I got that but in your explanation, that's where we stopped. And then you you were going back and forth on how you would pay it back. **Williams:** Ms. Howse. **Howse:** I apologize, I must have misunderstood, Brian. In the past, you said you have done this. So, then there's appropriation legislation that shows. **Thompson:** Yes. **Howse:** Council authorizing transfers coming out of those 201. So, you actually have a document in the in your budget that shows authorization of transfer out of 201 and 202, in legislation. **Thompson:** Yeah, passed years I would have it in the budget showing those dollars going up. **Williams:** That's different, what she is asking is if there is legislation? **Thompson:** Yes, it would be in the appropriation legislation. You would have the documentation of the legislation. **Howse:** So, your last document, your last ordinance, you did. The appropriations amendment the final? There's a transfer line item in the appropriation that shows \$41,699 coming out in 2022. And then in 2023, you had legislation approving \$43,000 coming out of 202. **Thompson:** Yes. **Howse:** The one I'm concerned about is the state, in the fact that you're doing a transfer. And I'll refer you to the ordinance I'm talking about in the O.R.C. Where it says those are restricted funds. It doesn't stop you from expenses, but the 203 fund, the state, is for state roads. That's all I'm saying... **Thompson:** Okay. **Howse:** But I just would like to see that ordinance. Because I'm surprised I didn't ask that question. **Thompson:** Okay. **Nikolic:** So, with \$411.58 left, meaning this is all you're projecting that we're going to appropriate to engineering. **Thompson:** For 2024, yes. **Nikolic:** And this is assuming they do nothing else. **Thompson:** Yea, that one particular line item for the 403 would accommodate all his engineering expenses and disbursements from OPWC. Usually, engineering fee is like five hundred and something thousand, but this would be our portion. **Nikolic:** Okay, that's fine, but all I'm saying is if anything comes up. Where we would need them to do something else, if there's other projects. As Councilperson Davis mentioned, is there no leeway for us to... I mean, I guess we'd have to look at the total budget. But \$411 doesn't give us much leeway to have access to our Engineers for other things, is that right? **Williams:** You have to transfer from the general revenue fund if you want more funds to be in there, correct? **Thompson:** Probably. **Williams:** Probably, where else would you get it from? **Thompson:** We maybe have projects where you're getting full reimbursement from a grant. I would have to pay it, so it can be different variables. **Nikolic:** Is this customary for this to be this close? Only \$400 left in the fund at the end of the year? **Thompson:** Maybe over the last 2 or 3 years. I've had maybe between \$200 to \$4,000 in those funds. **Nikolic:** After all projects said and done. **Thompson:** Yes. **Gottschalk:** But there weren't nearly as many projects as there are this year. As you can see, the scope of what we are doing here. You know, Forbes Road, Oak Leaf, Tryon, Broadway, and First Pace. **Thompson:** You can see the history here. See where it says misc. contractual going back to 2021. So, this was definitely one of the highest. **Davis:** And this increase is due to who? I mean, how we went from

the \$903 final revenue to the \$1.4 million. **Thompson:** That's related to the advice from the reimbursements and disbursements that the Engineer (inaudible), so I plugged that in as revenue. **Davis:** Okay. **Williams:** Any more questions? **Howse:** I got one quick question, maybe it's for the Engineer. First of all, this is really nice, this presentation. My question is that you have broken out your engineering cost, right? **Jones:** Yeah. **Howse:** So, this is for 2024. **Jones:** No, not necessarily, so up top that's the whole project. So, you're going to have to read the project summaries to see where the breakdown is and what year that falls in. **Howse:** So, he budgeted four hundred something thousand less, Brian this is for you. **Thompson:** Yes. **Howse:** That's enough to cover this expenses for 2024? **Thompson:** Yes. **Jones:** Yeah, we're looking at it like, it's close to a half million. But a portion of that is direct disbursement of OPWC grant. **Howse:** Don't we have an option to do a direct disbursement, for most of them? **Jones:** We typically use direct disbursements (inaudible), it's very unusual that we wouldn't. **Scruggs:** I've just been trying to calculate as our Engineer has been sharing with us. What was due now, what was due later. And from the very first project for 2024, we needed to disperse \$15,000. Then the very next project, it was \$10,000. Then the very next project, it was \$284,000. **Gottschalk:** That 10,000 was going to be eliminated through the TIF. **Scruggs:** So, \$274,000. **Williams:** That is a different one. **Gottschalk:** That was for project number 2 to get \$10,000. **Scruggs:** So, the \$270,001 was supposed to come down \$100,000 because it was going to come from the hotel. And then there was another \$48,400 on the next project. Then a \$25,000 on the next project. And then all the way, I put at the bottom. There was \$77,000, which could potentially be done if it's approved. But it hadn't been approved just yet. So just looking at that 2024, I didn't even tell you about 2025. That's over \$400,000 right there, just for 2024. Just that we need to and I haven't even added those numbers up. But just writing those out, that's over \$400,000. We need to figure it out if we're going to do those for 2024 immediately. **Thompson:** That's why I had the \$937,000 scheduled in to cover the four. And the appropriations we have to expend and get the reimbursements back. Because I have to make those expenditures. So that's why the appropriations are going way higher than what you're looking at. **Gottschalk:** Each year the expenditures are versus what we have okay. **Williams:** Any more questions? That was a total of \$829,400, so I hear you saying the transfers in are nine hundred and something thousand? **Thompson:** No, we only need a transfer in on top of the revenue portion of about \$310,000. To balance it all out, to cover the projects. **Williams:** For the \$829,000? **Thompson:** Yeah, also keep in mind, I had that \$500,000 I'm paying too for the ARPA funds. **Gottschalk:** I mean understand that the... **Williams:** One second before you start there, because it is 7:48pm, and we didn't expect that presentation at all. So, it's throwing us off of what we had planned for today. So, just in the future, if you going to invite someone to do a presentation, let me know. So, we can rearrange what we were going to go over. Before we do that, I wanted to just have a conversation about monthly finance reports amongst Council. If you take a look at that sheet. Just want to see if we have any additional reports that we want to receive monthly from the Finance Director. So, we have the up-to-date payroll register to receive that monthly, the statement of cash, the detailed revenue report, a detailed expense report, a check run. I noticed you also called it a payment line prior times. And Council President Nikolic asked that it be sorted by fund to make it easier for us to follow. The next report will be a detailed encumbrance report, monthly detailed credit card statements for all Village accounts, and monthly invoices for the Law Department. I'm not sure if there's any other invoices we want to receive monthly to follow. Then every quarter, the 941 form that has been filed. Not just what you intend to file, but what has actually been submitted to the IRS. And then a debt schedule, I don't know if you I don't know if you make payments monthly or quarterly. **Thompson:** Kind of like semi-annual, I will give you a debt schedule you can follow. **Williams:** Okay, so then we would need to get that twice a year. **Thompson:** Okay. **Williams:** Are there any other reports you all would like to receive? **Nikolic:** So, I know I spoke with Carlean the last time she was here. And I know she mentioned that we get the finances from you on a monthly basis regarding recreation. But per Charter, it's supposed to be per event. So, we can look at how many people were there, what was the event, how much was spent. And so, we can start to get a better idea of what each event is costing and how many people are attending. So, when we start making decisions on whether or not

we want to continue with certain events. Or if we want to do certain things or how we want to fund certain projects. We need something clearer where we can look at it in one report. I asked her, but I'm asking you because I'm sure you would be the one to do it. But a way to look per event, what was spent itemized. So, even if it's the lunches, I saw you have the lunches. But for each event, for each thing it should be itemized, attendance, what was spent. So, we can look at it monthly and see what events occurred in recreation. Who came and how much was spent, going forward.

**Thompson:** I can definitely give you a report on the summary basis. Carlean is really more hands on attendees and things like that. So, it will have to be a collaboration. **Nikolic:** Work together, yes, because it should come from her. Per Charter, it should come from her. But I'm telling you sort of the expectations. So, when you work with her, you'll understand what we're looking for.

**Thompson:** Yeah, okay. **Williams:** So, that's an event expense detail for every event that we have in the Village. Attendance, all expenses for the event. **Nikolic:** All itemized expenses, and I sent her the paragraph from the Charter that lists out every single thing. I haven't committed it to memory, but just ask her to forward you the email. **Williams:** We have the Charter in front of us, can you just... **Nikolic:** Okay, sure. **Thompson:** This number four is going to show you her detailed expenses per month. Like I said, I'll talk to you about the attendance. But that number four is going to show you that detailed expense report if you hone in to her fund 204. **Nikolic:** I understand it's there, but I saying something that we don't have to do the legwork to understand. **Williams:** And not even do the legwork, we wouldn't know which expenses are attributed to each of the events.

**Williams:** We wouldn't know that unless someone put those together for us. To be able to know that is what supported that event. **Nikolic:** Exactly and that's the point. So, we can get a very clear idea for each event. Because what you're giving is a list of everything. **Thompson:** Right. **Nikolic:** And when I say legwork, meaning we'd have to piece it together to try and figure it out by date or whatever. But for her, I mean, I'm sure she keeps her attendance sheets, and she does that. So, I mean, I'm sure it's not a huge deal, but just for us, we'd appreciate that. **Thompson:** All right, I will work with her. **Matlock:** We also need a lead report. And when I say lead report meaning, vacation used, and sick leave used per department. **Thompson:** I have turned that in a couple of times. How often do you want that report? **Matlock:** Do it monthly for right now until we can get caught up.

**Thompson:** Okay. **Williams:** So, vacation and sick leave we've approved every month. **Matlock:** Right. **Williams:** Okay. **Thompson:** You guys reviewed the one I gave you, right? **Williams:** Yes, we did, and we've just added that to the monthly finance report. So being able to see that each month. **Thompson:** Okay. **Williams:** Are there any others? **Davis:** I still need December's Huntington account. You have me, July through November, but not December. **Thompson:** Sometimes they might have, like the dates, like a month... **Davis:** Right, I checked ... **Thompson:** Which one you're saying? **Davis:** December of 2023, and then up to the ones now. From January to whatever time March, I don't have any of those. **Williams:** Are there any other reports we should be looking at every month? Okay, I'll update the sheet and give you an updated one. **Thompson:** Okay.

**Williams:** I will send it out to everyone so that we are all on the same page. Anything else before we go to the Mayor's budget? **Gottschalk:** What I'm going to talk about, what Tommy's going to talk about or any other director. This is not an (inaudible) where you have to pass this appropriation budget by the end of the week. We can discuss any amendments on this in April, May, June, whatever. So, let's not get stuck on anything if there's some questions. Because you have to have this thing into the County by the end of the week. The only thing that I am strongly recommending is I directed Brian to include the 5%, retroactive rates for the 22 employees who are full-time. That have had to have been here at least six months. If they're less than six months until they've been here six months, they are not getting that. Additionally, if a director feels any of his staff isn't meant to get the five, you can make that decision. **Williams:** All right, let me let me jump in before you go further. Because I don't want us to get too far down and away from where we're at as a Council. And we have the authority to approve the budget. What we are going to do by March 29th, 2024, because that is the date you have to submit to the state. And I understand that he has directed you. And I know you've been directed by Council to submit a 50% budget. So essentially taking the temporary budget that you had previously approved and just doing that times two to get

us through June 30th, 2024. **Thompson:** Yeah, Climer I think he advised everyone that you can't... **Williams:** It's not a temporary budget, it's our full measure budget. **Thompson:** I hear what you're saying, full measure. But you only want to do like two quarters, right? **Williams:** We're only authorized on 50% of the budget. **Thompson:** I'll go back and get clarity with Climer. That would be his legal determination per the Ohio Revised Code. **Williams:** You can get that; we've already looked it up. But you have until March 29th, and so are you hearing what we are saying we're at? **Gottschalk:** Yeah, you're saying that instead of the full thing, it's 50%. **Williams:** Of where we're at right now. **Gottschalk:** Yeah, I have no problem with that. **Williams:** That doesn't include any increases. **Gottschalk:** I know it includes the 5%. **Williams:** No, it includes... **Gottschalk:** I'm sorry, it's an insult to the few employees we have here. Who are now getting 5%. Putting up zero in 2020, 2% in 2022, and 3% in 2023. **Williams:** What did they get in 2021 and 2022? **Gottschalk:** 2%. **Williams:** Okay, so you skipped over that. But I'm telling you where we're at. **Gottschalk:** We have the money for this. So why do you want to insult the few employees that we have here? **Williams:** What is an insult to the employees is that we're under a special audit investigation. **Gottschalk:** Oh, please, we have the money for it, ma'am. We have the money for it. **Williams:** We're not going to do business as usual. **Gottschalk:** No, we're not doing business right. When you're trying to insult our employees. **Williams:** It's not an insult, if you want to frame it as that. Then that's your choice of words. But we are not doing business as usual under a special forensic investigation. **Gottschalk:** You should appreciate where we are in the city. We have more businesses in high tech and medical research than anybody else. And yet you wanted to do this. **Williams:** As a Council, we should not appreciate that we are under a special audit forensic investigation. And that is a slap in the entire Village's face. That is not a regular thing that occurs. That is something that happens for a very special reason. And to expect us to conduct business as usual under that is not putting our Village best interest financially at heart; it's not. **Howse:** What did you say? **Williams:** Our Village is Under a special forensic audit investigation. **Gottschalk:** That has to do with Schade. It has nothing to do with this. **Williams:** We can have further conversations about what it has to do with. Because I think that is a question that we all have. But until we get to that investigation, we know exactly why we're being investigated and what the findings are. It is unreasonable for you to expect us to increase our budget in any way. **Gottschalk:** With the 5%, we're not increasing the budget. You can see that we're still lower than last year. **Williams:** It's an increase. **Gottschalk:** It's not an increase, okay. Every one of the departments that are submitting their budget is less than last year in most cases. **Williams:** Well, let's go back, since we're down this road. What's an insult to the Village, is that... **Gottschalk:** No, it's an insult to the Village for these are 20 employees. That have been getting paid less than what even the economy is showing with respect to the increases. **Williams:** Here's what the issue is, Administration and the Council should be working together. When we're working together, what happens is. You, as Administration and the Finance Director, come to the Council in an executive session and say we're thinking about 5% raises. And then we have a discussion before you say one word to employees or directors. What you did was skipped over us, didn't acknowledge us, didn't acknowledge our authority, and told everyone what they would receive without any of our input. So your problem here is a problem you created. **Gottschalk:** You were asking for three and even two and even one, and I say it's insulting. These people have had a great work ethic and they're working very, very hard. And there's only about 22 of them outside of safety, meaning Police and Fire. And yet, as I say, they're bringing in less money every year since 2020. Even with the 5%, it's not covering the increases, respectively in grocery or gas or anything else. And yet you're saying, well, that's too bad, you're still not going to increase it. **Williams:** It's not too bad, it's just not, you talk about the budget as if it's isolated. And what we're trying to do is convey the, the idea that this is a totality type of thing. We can't just do an increase without looking at everything else. **Gottschalk:** You don't think this has gone through our own budget counsel and i'm not talking Brian or me. We're talking in terms of S&P rating, etc.. **Williams:** What does that have to do with this? **Gottschalk:** If in fact we were asking for an increase, they would be all over us... **Williams:** That doesn't have anything to do with this process. **Gottschalk:** That shows you why again, this is the wrong... **Williams:** No, let me



tell you what it shows you. **Gottschalk:** (inaudible) bond counselor (inaudible) anybody who looks at your books to see what the revenue is versus what the expenditure is. **Williams:** Isn't that what the auditors do? The special forensic audit investigators... **Gottschalk:** The auditors just show exactly what you have spent. The auditor is not recommending anything. **Williams:** But the auditors look at our books, right? **Gottschalk:** Yeah. **Williams:** Okay, the auditors that are looking at our books that are doing a special forensic audit investigation. Those auditors are looking for a reason, and they're... **Gottschalk:** That has to do with Schade, don't get it messed up here. **Williams:** It has to do with Schade? You know this for a fact? **Gottschalk:** Yeah. **Williams:** Okay, you haven't communicated that to us. **Gottschalk:** Well, there hasn't been a meeting because Climer hasn't had a chance to sit down with you. **Williams:** That's not up to Climer you're Administration, that's up to you. **Gottschalk:** No, it's for Council to have your executive session on the Schade matter. **Williams:** How do we have an executive session on something we don't know about? **Gottschalk:** He's tried to have it the last 2 or 3 weeks, and there hasn't been... **Williams:** Not about a special audit investigation. Did you receive the letter of arrangement? **Thompson:** I have the arrangement; it came to me. **Williams:** Did you communicate that to the Mayor? **Thompson:** Yeah, and the stuff they are requesting says for Schade. **Williams:** How long have they been requesting those things? **Thompson:** Quite a bit, but it's just coming together. And, if you go back a span of years, we got to go back through Iron Mountain. So, it's been quite a time period, but they are getting down to the end of the road on it. **Williams:** So, they requested documents and then when you send those documents. They requested additional documents, correct? **Thompson:** Yeah, to the expense for the year, once they understand kind of what they're looking at. **Williams:** So, as far as we know, the Schade incident that he keeps referring to happened in 2021? **Thompson:** Yeah, he's been out two years. **Williams:** So, why are they looking at 2017 to 2022? **Thompson:** You know what, that was already in the original subpoena. So, it's covering the same time frames. **Williams:** Okay. **Thompson:** Yeah, and that would have happened 2021, Schade would have happen somewhat a little before that. **Williams:** So, like four years before that? **Thompson:** I don't know if it's four, but it would have been some. **Williams:** Well, 2017 is four years to 2021. **Thompson:** But the original document for Schade is the same repeated documents as this new one. And everybody, I think, seen it because they were cc'd, I just signed off when it came in. **Williams:** We all received it, but there's been no conversation about it. It's a special forensic audit investigation. **Thompson:** I just got that within the last couple of weeks. **Williams:** Do you know (inaudible). **Thompson:** They would come through and look at the documents they want to pull. **Williams:** They investigate fraud, government fraud. **Thompson:** Yeah, this all was culminated with the Schade thing. **Williams:** So, again, until we know the findings from that. It's very unreasonable... **Gottschalk:** I have no time for that, I am buried in development. The only thing that we can make sure that can happens is. The Council president in the meeting tomorrow. When you're done, you can have an executive session on this matter with Climer and yourselves. And he'll give you whatever you need. **Williams:** We will do that, but do you understand that we are not increasing the budget until... **Gottschalk:** Well, I'm not hearing that, nope. **Williams:** Okay, well that's where we're at, March 29th is due. So, you understand the precarious situation that you are putting the Village in. If you choose to direct... **Gottschalk:** The residents will understand what the situation is. Let's get on with the Mayor's... **Williams:** Oh, no, no, no I don't want to I don't want to do that because March 29th is Friday. So, if you submit a budget to us that includes an increase that we're saying we're not going to approve. We're going to be at a standstill, you only have until Friday. **Thompson:** Well, I did include the... you have all the general fund. I will submit the special revenue tomorrow. But there were some assumptions in there that I do have in there. The 5%, potentially retro pay for the five pay differentials. **Williams:** When you give us those amounts? **Thompson:** During the budget time I gave to you. It's been somewhat conversation about what needs to happen with those officers and their pay differentials in their acting positions. So, I took that into account and put it in the budget. **Williams:** We've talked about it. **Thompson:** Right. **Williams:** And you just added it to the budget without telling us the amounts or that I think we're going to add? **Thompson:** Yeah, we knew the amounts, I put it in. But ultimately you're the body to approve it. So, you know, at some

point I think it needs to be addressed. If I wouldn't have put it in, we would have had to go back to amend it. But even now it's a draft, you can strike it. We can get a budget, make changes throughout the year. So, I've just put those assumptions in. The 5% is in there and the potential retro pay for those officers. And I still had it balanced with those numbers to \$357,000 per year.

**Williams:** So, you have it prepared to be on the agenda for tomorrow? Or were you expecting us to have a special meeting? **Thompson:** Not sure when it will happen. It has to happen by the end of the month. So, I did forward a draft for the legislation to Climer. To ultimately, I guess give it to Tanya, he just had to change some date. **Williams:** A draft for what budget? What we requested you to do? **Thompson:** No, it's a draft for the legislation we do annually. Just saying we making an appropriation for 2024. I just told him to change it from 2023 to 2024. And we repealed the temporary budget we did already this year. So, he has to put his legality mix in there. **Williams:** So, you totally disregarded our request. For you to put together the budget at the same level we had just approved. **Thompson:** I have not done that type of budget. **Williams:** Okay, so you totally disregard... **Thompson:** Not disregard because a draft is before you. If you want to strike the numbers then we can, I could go back. **Williams:** But you wasted time drafting a budget that we did not request. **Thompson:** Well, I think the assumptions were fair. **Williams:** You don't get to assume; we directed you to draft a budget. **Thompson:** I'm working for all three branches of government. So, I'm giving you the draft. You can amend it or start building it. **Williams:** We're not amending it; we're telling you that that is not what we are looking to approve. **Thompson:** That's going to be an amendment if don't approve it. **Williams:** You need to create a budget that's 50% of the budget at the levels you just approve. So that times two, very easy temporary budget times two of 50%. **Thompson:** That's something we can do. I don't have a problem putting the budget together. I'll just changed the numbers. **Williams:** You seem to have a problem. **Thompson:** It has to be put in legality terms of what needs to be done for the Village and me submitting the budget to the County. **Williams:** We know it's legal, I'm not sure why it's not done. Because you didn't even draft it and then draft an additional one. You just didn't draft it at all. **Thompson:** Still, you have that authority to change it. That's what I am trying to tell you. You're the ultimate body of the budget, you control the budget. **Williams:** Brian, this has to be done by Friday. **Thompson:** Right, and I could go back and change the numbers. So, I will consult with Climer tomorrow and see if we can do that type of budget and not a full one. **Williams:** You're doing a 50% budget at the numbers that we already approved. So that times two to get you through June 30th. **Thompson:** And you only approve the 25% budget. **Williams:** 25% times two is 50% to get you through, June 30th. **Thompson:** I'll see if we can do that if it's allowable. **Williams:** You're the Finance Director you should know if we can do that. **Thompson:** No, I know our bond Counsel chimed in, the Law Director said you cannot do that. **Williams:** The Bond Counsel chimed in on, can we approve another temporary budget. I don't know who phrased it that way, but we are not asking you to create a temporary budget. We are asking you to take the numbers from the temporary budget. Multiply it times two to get a 50% budget and use it as the full measure budget for the year, very simple. **Thompson:** The budget is temporary because you don't have a full-on budget, it still temporary. **Williams:** That is your full budget. **Thompson:** Only temporary. **Williams:** All you get to spend is 50%. **Thompson:** Right, and it's temporary. So, when you come back and tell me I need a full budget. I'm going to amend that temporary 50% you gave me to operate the Village for the full year. **Williams:** When we come back and tell you to amend it. You're going to amend what we give you as the full measure budget, it's not difficult. **Thompson:** Okay, I gave you the rendition of what's been recommended. We'll strike the numbers; I'll check on the legality of doing a 50% budget. **Howse:** Okay, so you're saying to take the temporary budget and multiply that times two to make it your permanent? But it's the intent that you're going to amend the appropriation once you get everything you need. Is that what you're saying? **Williams:** Correct. We have outstanding documents. **Howse:** Yeah I mean, I'm saying you can pass a budget at any number as long as it's permanent. But permanently you can amend the budget a gazillion times. **Thompson:** So, what I gave them, they can approve. **Howse:** So, it's not an issue, you can amend the budget as many times as you want. **Williams:** No, no, no, don't fast talk. We didn't say what you gave us we're going to

approve as permanent. We told you to take the temporary times two and you're approving that as the permanent. We're not approving what you created at the 5% increase for the entire year. We're not opening up the entire Villages purse for the entire year for you to spend at will. We are giving you 50% because we are under a special audit. **Gottschalk:** It's alright for you to spend \$13,000 to go to Washington. Yet you're not willing to give 5%. **Williams:** You can throw at us whatever you wish right now. You are getting 50% of that budget. Whatever you wish to say, feel free, you're getting 50%. **Gottschalk:** I want to know that for tomorrow in the meeting. That four Council people are against 5%. **Williams:** You got six right here. **Gottschalk:** If we didn't have the money, I could absolutely agree with you, yeah. **Scruggs:** So, I have a suggestion, if we go ahead and we approve this 5%, and then we cancel everything else that we're doing for the rest of the year. Then we make sure we take care of our employees, and we cancel all of the activities. We cancel all the extra special projects that we have going on, and we take care of our employees. Then we can work through this budget. Let's start there, let's do that. These people that are working deserve this 5%. No more activities, no more nothing until we can. So, those things get on pause and those things get on hold, and we take care of our employees. **Gottschalk:** Well Brian will be able to show you exactly the expenditures on the streets, etc.. So, you know what we're going to be working with. **Williams:** That's not what she's saying. **Scruggs:** That's not what I'm saying. What I'm saying is we shut everything else down, we pay our employees, and we don't do anything. Until we have the numbers. I have been here for like 60 days. I still don't understand this budget, and I'm sitting here and my heart is beating fast. And I'm just like, why can't we get a straight answer? It's so simple to me. What are the numbers? Give us the numbers, we can make a decision. And I'm feeling like, I'm real quiet. But I'm getting real upset that we can't get a straight answer so we can move forward. It's always like this, I feel like I'm spinning. Let's be straight, let's work together, let's make this thing work out. But right now, we don't have what we need to even make the decision. But if we want to make this an issue and we want to do this thing for our employees. And we want to say 5%, of course we want to. We want to support our employees. We're not saying they don't deserve it, inflation is crazy. So, lets shut everything else down and let's focus on our employees. Forget about the grants, we'll figure out a way to get another grant. We might lose the project, okay, we'll get another one. Let's pay our employees, let's forget about all these concerns. Let's forget about this egg drop and all of that. Let's forget it and pay our employees. If that's what we're talking about, that's where I'm at. **Gottschalk:** Again, there is the money for that, and you'll see that. But I have no problem with cutting things back if, in fact, we don't have it. **Williams:** She's not saying cutting things back. She's saying, you look at this 5% increase, which looks like \$255,000. **Gottschalk:** No, Brian... **Thompson:** That was a 5% for (inaudible). You can't just do 22 people and not your Fire Department. **Gottschalk:** Yeah, but the Fire Department is getting \$350,000 of (inaudible) **Thompson:** Yeah, but they still want their base salary. **Matlock:** Can I please ask a question on the Fire Department. They work full time somewhere else, right. **Thompson:** Yes. **Matlock:** Has anybody looked at what percentage of raise they got from the other entities that they work at? **Thompson:** I think one from Pepper Pike told me about 5%. **Matlock:** And the other ones got what? **Thompson:** I didn't poll the rest of them, just a couple guys. **Williams:** Just enough to match the 5% that you all want to give. **Matlock:** I'm just trying to see what the average amount that they were getting. **Gottschalk:** We're not paying benefits, insurance, or anything else. **Matlock:** No, but this part time, it is a part time job. I just want to know what is the average that they are getting. Because keep in mind they're working at cities or whatever that could pay much... we're a Village. We don't have as much coming in as they probably do. I'm not saying not to pay them, but I'm saying do we ever check out what is the actual average? And I know I'm looking at the actual Charter and maybe I'm reading it wrong. But it says, like a minimum of six months, they wouldn't get a 5%, right? But when I look at the Charter, it says full-time employees and regular part-time employees with a minimum of two years of prior service with the Village. In providing for wages, terms, and conditions of employment. **Davis:** What page are you on? **Matlock:** It will be under section 7.16 compensation of officers and employees. It was just something that I was looking at. And it will be basically your third paragraph down. **Williams:** So, the Police have already received

these increases though, correct? **Thompson:** Yes. **Matlock:** Because they're a part of a union. **Williams:** So, it's the \$255,000, that's the \$77,000, that's the \$15,000 because that's already happening? **Thompson:** Yeah... **Williams:** Or were you trying to give them a 5% on top of that. **Thompson:** No, when you budget, I had the budget for Police and everyone else. So, it's in there, that document I gave you tonight. You can look down by department and see everybody. It has the 5% in here and a couple more assumptions that I talked about. I still had the General Funds balance with \$357,000. **Matlock:** When was the last time you guys with the good pay ordinance? **Thompson:** We need to update the pay ordinance. **Matlock:** They're at a range, right? **Thompson:** Yeah. **Matlock:** But we're still giving them a percentage over. Are they going over that range if they're supposed to be at? **Thompson:** They are way over that old range. That pay ordinance needs to be updated. **Williams:** How could they be way over? **Thompson:** Because what we have done is given them raises per what we approve with FOP. That's what has been happening. **Williams:** But you can't go over the max amount of the range without legislation. **Matlock:** Unless we approve an actual new pay range for them. If they haven't done one, then you stay in that pay range. **Thompson:** Pay ranges need to be updated. **Williams:** So, you paid money on salaries and wages that was not authorized. **Thompson:** No, we gave it from what was approved to our safety force. That's just been the action that we're taking. **Williams:** But that's something you should have brought back to us. To say that the salary ordinance with the ranges needed to be updated/amended. Before you give these, we are out of compliance. You're out of compliance, you're spending unauthorized dollars actually. **Gottschalk:** When you gave 2% in 2022 and 3% in 2023, he was in non-compliance? **Williams:** Listen, it's very, very simple. When you have a salary ordinance... **Gottschalk:** This is exactly why this is where it is with all this I'm hearing. (Inaudible), population lost the entire country because of the mismanagement by most of the... **Williams:** You can't talk about city management if we're under special investigation. You can't play both sides. **Thompson:** But what happens with the salaries, we gave the raises. And Council approved the appropriations at that level with the raises. So, I did have the authority. **Williams:** But the salary ordinance... **Thompson:** The salary ordinance may be old. But the appropriations were approved by the body of Council who controls the budget. **Williams:** But you still can't go over the salary ordinance. You have to update it first, Brian, you know that. **Thompson:** You have to update it, but if you approve the budget. And the raises are in there, then I had the authority. **Matlock:** This is the problem I have... **Thompson:** And this is the new budget. **Matlock:** The problem I have is we all should be working together. **Thompson:** Yeah. **Matlock:** Administrative and Council, the salaries went out without even talking to us. The employees already were told they're going to get a 5%. But you didn't talk to nobody here. We should be walking hand in hand. I mean, seriously, because that right there you're talking about budget. You're talking about salaries and budgets of the Village. I'm just saying, when you start talking to employees really honestly. They shouldn't even be talking to each other about salaries. Because really, you should be doing an evaluation of each employee. And if they are deserving of 5%, okay, they're deserving of 5%. But you should be doing evaluations on them. **Gottschalk:** Paggie that's the director's job to be doing that. And I told you some directors are giving out less than 5%. **Matlock:** Yeah, but the only thing I have a problem with is. I'm looking at some of the things that's coming out and you say directors. Fine, but I'm even looking at things that are in the handbook. Remember, I have been just targeting in on just sick leave and vacation time. When you actually start looking at even that, they're not following that. **Gottschalk:** Some of the stuff dates back to 2003. **Matlock:** Hold on, but if that's the case, then we need to update or do whatever. But right now, we're in a situation where you got a handbook. And each director should know what's in their handbook. And when those employees come here with all the sick leave. And now we can't really touch your sick, but vacation time, we should be able. When this says you carry over 40 hours with, approval of an administrative person, that's what it should be. And at 40 hours, that means they come and tell you when they're going to take it on that next year. You have people in there that's holding vacation time like it's a bank account. Vacation time is not a bank account, it's not a bank account, period. And if they were to leave tomorrow, you will owe them so much money, it will bankrupt us. And that should be each director's job to say at

whatever time period. If it's in September, July, or whatever. Matter of fact, it'd probably be better at the beginning of the year in February/March. When are you going to take your vacation? I need you to sign off. How many weeks? But it's up to them to tell them in November. Okay, look, you had this many hours over this time period for the approval or whatever. Because really, in reality, down the way you lose it. If you don't use that time, it's gone. **Thompson:** I think you're on the right track Ms. Matlock. **Matlock:** But, I'm just saying this is just a problem that I have. Because we shouldn't be fighting over budget and 5% or whatever. Because that salary ordinance tells them. This is what your job is, this is how much you can get paid for this job, this is it. Until Council approves it and pushes it out a little further. Other than that, we're giving them 5%. We don't even know where they're at now. Last year, they got, what? **Gottschalk:** They got a 3%. **Matlock:** A 3% raise, a 5% raise, next year I know they negotiated what a 5%? **Thompson:** Yeah. **Matlock:** Then you going to give all the employees another five? That's 15% within three years, 15% of their salary think about it. **Gottschalk:** You can't say that we don't have any idea until we know we have the money. And the thing that's being forgotten is, again, be blessed that our Fire Department brings in \$1 million a year to the general fund. No other Fire Department does that. Bedford, Bedford Heights, they only have four people working in this department. **Williams:** but you spend it. **Gottschalk:** What? **Williams:** You spend it, you spend all of it. **Gottschalk:** That goes in the general fund, but it didn't have to happen. We have Glenwillow and Walton Hills. We won't be getting that extra million dollars going into the general fund. **Williams:** How are we using it to improve the Village? We're just spending it. **Gottschalk:** Of course. **Williams:** On uniforms and we don't even know what else. It's just gone, it's not an additional \$1 million that we can see real impact and benefit from. **Gottschalk:** Their uniforms are part of the Fire Department expenditure. **Williams:** No, I see them with the ambulance billing fund. **Gottschalk:** Yeah. **Williams:** They should be, you're so right. They should be in the Fire Department's budget, but they're not. They're in the ambulance billing fund, that's a problem. **Gottschalk:** But that's part of the EMS project. And that \$350,000 goes into that. So that \$350,000 of their emergency runs goes into the Fire Department. The \$1 million goes into the general fund. **Williams:** That money goes to the ambulance billing fund, and we spend it. **Nikolic:** So, we had been talking about the ordinances and working with Tanya. What is the status of the combination of all the salary ordinance? Because it was a request for our budget meeting. **Thompson:** I think we've put together all the ones we had, and we definitely need to move forward to devise a new one. Currently, we do need to fix that. **Williams:** Before we do that, what we asked you to do, and we asked every director. And I don't know if you shared it yet. We asked for job descriptions for every single position in the Village. To include their business hours for that position, to include their salary range for that position. That's what we asked for, and we still haven't received it. **Thompson:** Okay, that goes out to all directors. **Williams:** Correct, we haven't gotten it. **Thompson:** Okay. **Williams:** So, when we talk about why we are not approving more than 50% of the budget. The things that we continue to ask for, that we need to make solid decisions like salaries. And who gets the increase based off of what base pay. We don't even know where these people are at. You already said that you're outside of the range for the last salary ordinance. So, we don't even have anything to go off of to give this 5%. You just expect us to give up like 5%. We haven't even seen everybody salaries. **Thompson:** You should have it, I did give you the document, I sort it by departments. **Williams:** You gave us what looks like to be an Excel spreadsheet with numbers. I know can't be correct because the Mayor's pay is lower than Captain Freeman's pay. And there's no way by ordinance, he could be pay less than the Police Chief. He has to be 5% over, so automatically I know the numbers are incorrect. **Thompson:** Well, he is. **Williams:** But if you look on the sheet, he's not. On the sheet he's at \$103,000 and Garratt is at \$120,000. So that lets me know automatically... **Gottschalk:** Brian (inaudible). **Williams:** Thank you, so it is incorrect. **Thompson:** I have to look at the document Candace. Because he's always 5% higher. But Garratt gets uniform allowance, he gets longevity, so some of those things could come into play. But his base salary is always higher than Garratt. **Williams:** It's not on that sheet. **Thompson:** Okay, well maybe Garratt's numbers might be that because they get a proficiency allowance, they get longevity. So, some of those things are adding in. But his base pay is always...

he has his 5%. So, if you take out those components you look at the base pay. I guarantee you he's always 5% higher. **Williams:** So, if I ask you for the salary, then don't include uniform allowance and blah blah blah. **Thompson:** I showed you the rate of pay, the rate of pay is the salary. That's what was asked for... **Williams:** Let's do this, if you give me the payroll register from the payroll report. I could see what everybody was making without you creating an excel spreadsheet. **Thompson:** It's public record Candace we can give it to you. **Williams:** I've asked you for it for the last few months. **Thompson:** I have to go back and (inaudible) if you ask for the pay roll register. **Williams:** We've asked for the payroll register. **Thompson:** Not the register, I know you asked for the lead balance. I know you ask for the salaries. I know you asked for the pay rate. But you didn't... **Williams:** You don't have to go create an extra excel spreadsheet. With all you have, what payroll system do we use? I know payroll I do payroll. **Thompson:** We got VIP. **Williams:** Okay you can go into the system and print me a report. What we asked for was 2023-year end dates. 2023 is done, all you got to do is push a button. Because they got their W-2s, this isn't difficult. So why you create an Excel spreadsheet, I don't know. Because all you have to do is go in the system, hit that button and give me that report. And I can see everybody's paid for the entire year. **Thompson:** You didn't ask for specific payroll registers. You asked for rates and names. **Williams:** Why would you... **Thompson:** If you would have said register, then I would have gave a full register. You would have seen the gross, the Medicare, PERS, all their deductibles. **Williams:** Can you get us that tomorrow? **Thompson:** Sure, but I don't think that you said pay registers. I'm not looking to withhold information, it's public record you can have it. Whatever you want I can provide it for you. **Nikolic:** But Brian, I remember in one meeting you did mention that's something I can get to you tomorrow. And I think the clarification was the fact that you were going to give it to us in that form. As opposed to the form that I was asking. **Thompson:** It was just a misunderstanding. **Nikolic:** I was asking for per employee, but then we were in the meeting. You mentioned that you could provide something similar to what she's asking you, the next day. And I'm assuming that's what you were referring to. **Thompson:** I'll have that register so that you can see everything per employee. **Williams:** We cannot make decisions about increases without that information. And then also there steps to this. Then when we get it, we need to adjust the pay ordinances. You all are expecting these increases. We are trying to get things in order because it's out of order. We're not following the last pay ordinances. We don't know who's making what when, by position. So, all of these things need to happen, and I'm not sure what the lag is. Those job descriptions, current pay, hours worked, job description, and the salary range for the position. **Thompson:** The job descriptions are on record. But we can commentate it back to a summary. Because every time we have budget hearings for the last two years, you had your job descriptions. **Williams:** Right, but they're not for every position. Like for instance, you have the Payne's working. What are their separate positions? **Thompson:** You get finance management and accounts payable. **Williams:** Is there a finance manager position? Because I didn't find an ordinance where we created that role. What ordinance number is that, that we have a finance manager? Because you're the Finance Director. **Thompson:** Because you have accounts payable, checks and balances. And that person is pretty much working together to close out the books. It takes a lot going into it. **Williams:** It is difficult to create checks and balances. When two people are related, mother and daughter. **Thompson:** Yeah. **Williams:** That's not a good checks and balance. **Thompson:** That's one of the best decisions I've made, having that staff in place. And those two ladies work hard, they got to skills. We are getting the reports out on time. So, I would make the same decision again. You contest that their mother and daughter, it's not like it's a nepotism. They are not working for the mom; they are working for me. **Williams:** They are checking each other's work, right? You just said their check and balances... **Thompson:** They are doing the credit, checks, and closing out the month. I am doing the final reviews. **Matlock:** Whose job is it to do the updates? Whose job would that be? **Thompson:** I think, you definitely have to have the Finance Director involved. So, the finance, we'll put it together and grab the payroll information. We'll start where we are at with the salaries. And whatever is projected, technically for these raises. You kind of got to move those ranges together per year. So, we can do another three-year range together. 2024, 2025, 2026, lists all

the different positions and then we'll put the ranges per year. Then we'll have it all updated.

**Williams:** You don't need to do a range per year. You need to do a range for the position. Because I think one pattern that we're seeing. Is that there's an expectation for increases without any evaluations. So, increases need to be tied to something measurable from here on out. Not just we so choose to give 3,4,5, 6, whenever, to whoever. With no understanding of who's performing, who's not, who's showing up for the full amount hours and work who's not. We need to know all those things. **Thomson:** You only put together one range. I mean if things get negotiated. You know, set a range, you still have to go back and amend that. **Williams:** So, then we go back. But you don't just have full leeway to keep changing things without... that's the problem here. We control the budget. There's no way for us to control it. If you're just able to do whatever you want, whenever you want. **Hardin:** Brian you remember... just go back a little history. This is something that was set. It was called grading on a curve, remember that conversation? That's where we are, we need the evaluations. And give the supervisors the latitude to give the raises based on performance. **Howse:** Okay, so I looked at the legislation. And at one point it was just like, we just approve the rate. You didn't have a range, then you went to a range. And then there's no other order. So, is this right Brian, that the last pay range was 2008? **Thompson:** Yeah, I think that's around the time. **Howse:** So, in 2009, using you as example, your salary range was \$56,000 to \$70,019. Where are you at today? **Thompson:** I'm in the 90s. **Howse:** What about the Building Inspector? **Thompson:** They are all going to be higher than that. Because we approved in the budget year to year to follow the FOP contract. **Williams:** We are not in the FOP. **Thompson:** I'm not, I'm saying the budget move that way. Because it was given by the administration what the (inaudible) **Howse:** Brian I don't think this is nefarious. I think that's legitimate like, to your point it needs to be updated. And Mayor to your point, seriously how can you determine to give a person raise if (inaudible). You're asking Council to give a 5% raise. I haven't heard anyone say they didn't want to give it. All they've been asking for is Brian you're right, it needs to be updated. And then come back and say here's what I propose, the 5%. It should be updated every year. If you giving 3%, it should be updated.

**Gottschalk:** You do know that our pay is less than nearly every other community. **Howse:** It does not matter, you got to follow guidelines. **Gottschalk:** That's why the other cities are where they're at. **Howse:** You get a lot more with honey. This is ridiculous, it's simple stuff they're asking for. It's not unreasonable, you're making it out. You're trying to paint this picture that Council is against the Village, against these employees. You know that's not true. What they're asking for is reasonable. Instead of arguing and wasting all this time, Brian knows what to do. **Gottschalk:** (inaudible) give them what the other cities are making in terms of... **Matlock:** No, but that's not what we are asking. **Howse:** We are not other cities. **Gottschalk:** With what Ms. Scruggs had to say that, in fact, it's the 5%. We will cut back, in three months we'll see where we're at. We'll make the budget cuts that have to be necessary to offset this. **Williams:** We're not... no, what she's saying is. You either get increases now and there is no other spending. We're not cutting back in three months. We're cutting back right now. You get 5% increase and there is no concerts, no activities, no nothing.

**Gottschalk:** We'll know every month when we're meeting. **Williams:** That's not the compromise. **Gottschalk:** No. **Williams:** The compromise is... **Gottschalk:** You don't understand either, Council doesn't look at every single line item to yes or no. **Williams:** And you do? **Gottschalk:** Just the broad picture, it's not one single little thing. **Williams:** No, it's every line. **Gottschalk:** You're getting way too involved in this. And that's exactly why the other cities are where they're at. **Williams:** That's probably why we're under special investigation. Because we have... **Gottschalk:** (Inaudible). **Williams:** We're going to look by line item now. We're going to do exactly that. **Gottschalk:** Line items that were 20 years old that weren't dealing with Covid or anything else. **Williams:** Covid was 3 or 4 years ago, not 20 years. **Gottschalk:** And that's when the changes that were made. Particularly in terms of getting no percent for 2021, no percent and only 2% at 2022, and 3% in 2023. **Williams:** Well, what Mrs. Scruggs offered was the increase and we cut all other expenditures that are not necessary. Would you like that for a compromise? **Gottschalk:** You have three other people in the Service Department looking for another job immediately when the one left... **Williams:** We have to take care of the Village. You keep giving us... **Gottschalk:** Soon

we'll have no Service department people working here. **Williams:** Then we will have to hire new ones. **Gottschalk:** Oh, it's so easy to hire more. Even Solon right now, can't even get bus drivers. Cleveland schools are \$168 million in debt, and they're having to cut back nearly every single program. **Williams:** What does that have to do with us? **Gottschalk:** It has nothing to do with us, no. **Howse:** Do you have a list of who all you're giving 5% to? Or are you saying everybody deserves 5%? **Gottschalk:** No, what's going to happen, and nobody has gotten 5%... **Howse:** No, I'm saying, you said everybody should get 5%. **Gottschalk:** The director looks and sees his staff. There's not many in any staff. So, if they don't get 5% you can make the direction for 3% or 2% or 0. **Howse:** When did we give the directors the power to decide who they give raises to? **Gottschalk:** We're not going to be hiring human resource people. **Howse:** No, no, no, I'm saying it's always been you will decide. But Council decides who gets raised here. **Gottschalk:** Let me finish...if a person hasn't been here six months, they don't get any raises. **Howse:** It's legislated in here how people get raises. **Gottschalk:** 20 years ago. **Howse:** If I was Council, that would be the talk on the top of my agenda just like Mrs. Scruggs said. But every individual need to be looked at. It's not to assume everybody's full time should be getting 5%. And I do have a question for you, Mayor. Does everybody including salary, in this building. Does everybody punch a clock? **Gottschalk:** No. **Howse:** No, just the hourly people. **Williams:** Some hourly people. **Howse:** I know some cities including where I work, even salary punches a clock. I think accountability is the biggest thing and I think that's the issue here. That's the issue, every time I come to Council, when I do come. It's the same request, it's not unreasonable. It was asked the pay register, it's still a ledger. She asked for the pay register a while ago. **Thompson:** I think at some point I gave her one, I will go back and see. I gave her a register, I gave them all the rates, position... **Howse:** So, your pay register will tie to whatever the employee is making, the base pay right? Because you don't give increase on top of longevity do you? **Thompson:** No, the longevity is based on the tier in the handbook. The register shows everything, I run the year in register, and you can see it. **Howse:** So, if you ran a list, because they asked specifically for individuals their name. **Thompson:** Yeah. **Howse:** What is Joe Schmo making? **Thompson:** Yes, I gave it to them. **Howse:** So they should be able to tie that base rate to that pay register. **Thompson:** Yeah. **Howse:** What their making, and how that was determined, right? **Thompson:** Right. **Howse:** So, the legislation which is... and they are right Brian. Even though they passed 3%, if you have a salary range. That salary right should have been amended to accommodate that 3%, but it never happened. So, it is true you are really out of compliance. To bring it up to speed they need to know where they're at right now before they can determine who gets what. You can't continue to say, just give me 3% and not know what the person makes. You are out of compliance because you're passing legislation to give a 3% based on an old range that you're not using. So technically, based on this range you should only be making \$70,000. You should have changes that \$70,000 and increased it every year to what they gave you and presented to Council. They pass the salary based on the ordinances. That's how it's been, and in prior year. It used to be just like Joe Schmo, you're only getting \$50,000. There was no range that way you knew what Joe Schmo was getting. It wasn't a range because that's when you lost the control. I mean, the ranges worked then but you were giving the reports too. **Williams:** Well maybe that's what we need to consider. Whether we will do ranges or just one figure. Maybe if we decide to give increases, maybe we calculate what that increase is. Tie that to the position it holds there and then we have to update the salaries. There's no... I mean, we've lost control of knowing who gets what when essentially. And we approve the budgets and that is our job to know that. **Nikolic:** So, Brian, when you say you think you found all of the salary ordinances. How do you know who gets one and who doesn't? Is there, like, a set group of employees that has to obtain salary ordinances? Because you're saying you're not sure if you can find them all. You're not sure if you have them all. **Thompson:** The Clerk pulled up all the ones that are in a legislative form. And the one Karen has in legislative form I think that was the last one we did, salary ordinance for ranges. Sometime there's some caveat ones, carrying out. Like I think we have one for the Police Chief, and it definitely identifies so the Mayor won't lose ground. And the Chief is always higher, so he gets 5%. So, all of those are in place but bottom line, it needs to be a current. **Gottschalk:** By the way



Brian, have I ever asked about my salary? I don't even know what... **Williams:** So, everyone is supposed to have a pay ordinance, everyone. **Nikolic:** Everyone getting a check. **Williams:** Everyone getting money from this Village is supposed to have a pay ordinance. **Nikolic:** Okay. **Williams:** So again, that gives us some control of knowing who is being hired. So, when we have two new people in finance, but we haven't approved a pay ordinance. We don't know who's coming in because we don't have pay ordinances. So essentially the whole process has just fallen to the wayside. You could have 5 billion people on payroll, we wouldn't even know. They could never even show up, we wouldn't even know. **Nikolic:** How did you hire them without a pay ordinance? Did their money just come out of your budget? **Thompson:** Yeah, I've always put the money in my budget if you're just honing in on finance. But, I mean, the position has been in finance for a long time. **Nikolic:** But the money just sat there even though the position wasn't filled. The money sat in the line item? **Thompson:** Actually, for me I saved money, the line item was there. I mean, you got last year's, you bring people in and give them a certain salary. So actually, the people I brought in were lower than what I had before. **Nikolic:** But I'm asking if it just sat there. That amount of money just sat in the budget while there was no one in the position? **Thompson:** Yeah, and at the end of the year, my budget would have shown I didn't use all the appropriations. Because I didn't pay a person because they left, I didn't have anyone in the position. **Williams:** But to pay a person you need a pay ordinance. So regardless of whether the money sits there for five years, a year, six months, you need a pay ordinance to pay a person. **Howse:** So, the last few clerks that you hired in the Finance Department. What hourly rate are they? **Thompson:** We don't need to discuss this in some type of form or what? **Williams:** It's public record. **Howse:** What are they making right now? **Thompson:** forty to forty-five, because I was paying Ralph a lot. **Matlock:** Forty to forty-five what? **Thompson:** A year. **Nikolic:** Oh, I thought you meant per hour. **Thompson:** And those are less than what I had for previous employees. **Howse:** ok so \$45,000, ok so 2008 is the last salary. How did you come up with that? **Thompson:** If you figure from 2008 you have people in a position... **Howse:** But Brian that's the problem. **Thompson:** You asked me a question I'm trying to answer. If we pass legislations approving the budget and we give them the 3% over years. Ultimately, you know, the grosses go higher. I see the concept, we need a pay ordinance. **Howse:** Not a concept. **Williams:** It's not a concept, it is the law of Oakwood Village. **Thompson:** Okay, law, we want to use the language of the law. We're still trying to reach back to what Ms. Matlock is saying, work together. We need an updated pay ordinance. I'll get you the information in the correct form. If it's not, I need to communicate with somebody. Is this what you like? Do you want me to redo it? We'll get that nailed down for sure. So, no more conversation in Council that Brian didn't give you your report. Because I want to make sure you get what you need. **Williams:** And you got to follow the letter of the law. You can't just make an assumption... **Thompson:** I know I got to follow the letter of the law. But I wasn't out of bounds, giving these people... **Williams:** You were out of bounds. **Thompson:** I'm not a lawyer, we'll have to check with Climer. It was approved in the budget I paid them. Yeah, we didn't have the ordinance at that time in terms of being up to date. **Matlock:** But did you just see what you said? You pay them, but you can't do that. You can't just give them a salary. **Williams:** And you can't play both sides. You can't say I'm a Law Director but then... **Thompson:** I'm just saying I'm trying to have a conversation. But the person who has to determine that. You know whether or not the legislation being approved versus not having an up-to-date ordinance. Because I've even talked to some other directors... **Matlock:** You should have brought it to us. **Thompson:** One thing they have done is approve raises per what their contracts have done with the safety forces. **Howse:** There is nothing wrong with that Brian. But the problem is that you're paying them... All they're saying, it's not an insult, it's an O.R.C. It is an absolute O.R.C., the Council approves the budget, salaries, etc. And if you're saying that you used the last update. According to this sheet, those new hires should be making under \$45,000 based on this last one. You don't have that power; no director has the power to decide what a person makes. Council has that power, and you don't... **Thompson:** Council approved the levels, they approved the budget. So, I was able to pay it. **Matlock:** But that they don't give you...(inaudible) **Thompson:** I understand the concept of the payroll. **Williams:** It's not a concept. **Thompson:** I understand the

laws, Council approves... **Howse:** You should have come to Council and said, I want to hire these two people. I need an approval for that. **Thompson:** That was internal with administration to approve, all of that is an administrative function. You guys can't go to the Chief's department over there and say come to me when you want an approval. Nobody does that, that's all up to the director. **Howse:** The director determines what they get? You saying department heads approves... **Thompson:** You guys were talking about hiring, not what they make. **Howse:** I said if you hire a person Brian. You're supposed to come to Council, anything dealing with money. This pay ordinance is so out of date, it should have triggered you to say, I'm hiring two new people and I want to pay them at this rate. I need their budget for their salaries approved. **Thompson:** (inaudible) we needed it. I got the level of approval on the budget to pay those salaries; so, it's in there. The Law Director can determine it. **Howse:** You don't need the Law Director. **Thompson:** You do because you're talking about law. **Howse:** We're talking about the O.R.C., it's me and you talking. **Thompson:** Yeah, and that's law, O.R.C. is law Karen. **Howse:** It is the law but Brian you are the Finance Director. (inaudible) **Thompson:** Yeah, and I follow suit because the budget was passed with the levels of raises that was approved by the body. **Howse:** So, what you're telling me is, if you budget a \$100,000 for yourself. And you say it's in the budget, you can give yourself a \$100,000? **Thompson:** No, I wouldn't do that, first of all. **Howse:** (inaudible) you put it in the budget. **Thompson:** I don't need to argue, I'm ready to do whatever we need to move forward. Tell me what you need, and I will get it. **Williams:** There's some serious lack of clarity on your part as the Finance Director. That is concerning for us as the individuals that control our finances. **Thompson:** Well, you need to check the law. **Williams:** No, I'm going to finish... **Thompson:** All of this stuff has been on top of everything else. You always come in attack mode And here you go again, you're somewhat (inaudible) that you calling it, tried to insult me. I've been doing this job for (inaudible). A lot of the stuff that happened in that handbook, Karen was here. **Williams:** Brian, please stop talking. **Thompson:** No, I can't stop talking, a lot of stuff just being referred in this book Karen was here. **Williams:** Brian stop talking, stop talking. **Thompson:** You don't need to show me that. (inaudible) **Williams:** Any time we have a conversation with... **Thompson:** You bring in, this is your savior knowing about finances. A lot of these laws were here when Karen was here, and they move forward. **Howse:** That's true. **Williams:** And she followed them. **Thompson:** It's true. **Williams:** And what we're asking you (inaudible)... **Thompson:** I have to consideration a lot of these lawsuits. **Williams:** Karen is not a contest thing... **Thompson:** If you're going to insult me, insult Karen. This is the way I feed my family, and I take it seriously. **Williams:** You should take it seriously. **Thompson:** I know, but I'm not going to get out of my character. I presented you a budget, you're in ultimate control. If you want to strike down the numbers, I heard you. You want to get two double 25% if that's allowable by law we'll do it. I'm not going to contest to any reporting or any information on the taxpayers' dollars, you can have it. **Williams:** What we are saying to you is. Administrative function is you interview, you select who you want to hire. Legislative function is, you bring to us who you plan to hire and what rate you think you would like to hire them at. And we tell you whether you can. **Thompson:** That comes in the budget process. You haven't even got to my department. **Williams:** No, sir. **Thompson:** Whenever we come upon you, you bring all these directors before you. **Williams:** No, sir. **Thompson:** We show you organizational chart, we have the job descriptions, you see it in the budget. We talk about numbers... **Williams:** You're not understanding... **Thompson:** But I'm saying... **Williams:** You're cutting me off... **Thompson:** The positions are already there... **Williams:** Before you get to the budget part, okay. You have to come to us when you were hire and say, here's Betty Sue and I would like to pay her \$40,000. And we say, does that \$40,000 fall within this pay ordinance range? Yes it does, we approved 40,000. No, we don't want to approve \$40,000, we'll give you \$38,000, that is our authority. Your authority as directors is to interview and select the person you want. That's how this works, it is not an interpretation of the law, it's not a misunderstanding, it's not savviness. It's not any of those colorful things you added, it is very simple. You interview and select, and we tell you what you can pay that person, that is the function. **Thompson:** But if Council wants to go somewhere for fifteen grand. And it is not in the budget because we got a

quarter, that's a problem too. **Williams:** That's our job. **Thompson:** Okay, and you got administrative, judicial, and legislative. So, you got three branches of body, I'm not here to argue. **Scruggs:** I feel there's no argument to be had. Mr. Thompson... **Thompson:** Yes Mrs. Scruggs. **Scruggs:** When I come here and I see the titles Finance Director, Law Director, Mayor. Your titles mean something to me. That title means that you are an expert in your area that I do not have expertise in. So, when you say something, I am looking to you because I feel like you have knowledge that I don't have. And I am expecting from your position that you will be looking out for the best interests in that area to help me. And bring me to the place of understanding. And what I'm starting to feel is that, and what I heard you say. And this is what you said. Council approved the budget and since y'all didn't see it. Then oh well, I put it in the budget, you know y'all approved it. **Thompson:** I didn't mean it that way. **Scruggs:** But I'm new, but this is what I'm feeling like. Well, I didn't know it, y'all didn't see it. I put it in the budget, oh, well. You shouldn't approved it if it wasn't... So, I'm feeling a little uneasy and I don't have the time, and I don't have the expertise to go and understand finance. I want to be able to say my Finance Director knows and understands this. Let me reach out to my Finance Director. Because I know what I'm going to receive from my Finance Director is straightforward. It's not gray, it's black or white, and they're finance numbers. The numbers is the number and I'm having a hard time understanding gray when it comes to numbers. And I feel that way when I'm listening to Mr. Climer. I feel like he's spinning me too. And maybe it's just me, but I just feel like there's so much gray. And I feel if we could, if we could just get the black and white. It'd be so much easier if we can understand and make these decisions. And I'm trying to be just as diplomatic as possible. But that's what I'm hearing and that's what I'm feeling. And that's what I've been receiving. And so looking forward in trying to move forward. The gray just doesn't work in finance. The gray for me, I can't make a decision, I'm at a standstill, I'm confused, and I don't understand it. Give me black or white, give me the numbers and then it can make sense. So, I just want to just put that out there and just say that. **Thompson:** I appreciate your input; I just don't arbitrarily put these numbers in place. We go through a rigorous process in letting Council know, hey this budget has a 3% increases and this is what we're going to pay. So, it's not arbitrarily, I just come and set those numbers. I came in here and discussed it department by department. You knew that there was a 3% increase in these budgets, a 2%. It wasn't that I penciled them in. We have vigorous conversation about what's going in those budgets. I had conversation with everyone. I bring in professionals about the insurance and different things. So, it's not like I arbitrarily penciled this in. Council did have rigorous discussion of know what was going in the budget. And it's going to happen the same process... **Williams:** No, no, no, here's what you're not understanding. Rigorous conversation or not, that decision lies with seven people only here, okay. So, rigorous conversation or not, if you don't get 4 or 7 people to say we will give an increase, then it doesn't happen. We never had a final to say yes, put that in the budget. So, I don't know what you're talking about rigorous conversation. We could have talked about at 12 meetings. We never said add it to the budget. **Thompson:** You've been here a couple years yourself Ms. Williams, we've had budget hearing. I brought before you to put in a 3% raise. **Williams:** But that don't mean you get to...3%? Y'all were asking for 5%. **Thompson:** I'm talking about previous years. You could have struck it down then. We came in, we had conversations... **Williams:** We not talking about three this year. **Thompson:** But I'm just saying we are trying to go to the fact. Not about the rigorous conversation, but like Mrs. Scruggs was saying that I just arbitrarily put in numbers. I didn't do that, I brought it before Council. **Williams:** Nobody said you arbitrarily, what we said is that you are making decisions, that it is our authority to make. And you are overstepping your authority. Your authority is to bring to us what you all think you would like to do. Our authority is to tell you whether you can or not when it relates to dollars. If it is one penny, it is our authority and that is the standstill we're at here. In previous years, there were two different people sitting here and it looked very different. Let's talk about that elephant. Two people that are now sitting here, we didn't have the leverage that we have now. We now have different boats here. You cannot just give us numbers and expect us to say yes. **Thompson:** That's fine, you may have different leverage now. But you were still a conscious person two years ago and you made a decision. **Williams:** Oh yeah,

and I voted no for the last three years. So, you saying that to the wrong person. So, what I'm telling you now is you can't expect for you all to make decisions about the budget. And just expect yes, yes, yes, yes, yes, yes anymore. We make decisions about this budget on your recommendation of what you think you'd like to do. But you don't get to tell us what we're going to do. **Thompson:** Okay, I gave you the exhibit of my recommendation from administration office. You can tell us what you want to do. I did, you know, give it to you. **Williams:** Okay, and I told you 50% is what you need to set that budget for 2024 to approve by March 29th. If you don't have it at that, she's offered a different solution. We do the increases, and we take out of the budget everything that's not necessary. Until we make some final decisions about one, that's special forensic audit investigation. That's another option... **Thompson:** That's fine, I'll put the numbers together. **Davis:** Also, you know that with the Village code. We cannot give anybody a raise, period, for two years prior to their service. It's right here in the code. So, anybody who got a two year raise all these years or even this year. Cannot get a raise unless they've been here at least two years. **Thompson:** I'll leave it up to Jim to interpret. **Williams:** So, you got to start to better understand what's in our Charter. That's not for interpretation, it says if you haven't been here two years, no increase. So now that means we need a list of all the individuals that have been here two years or less. That's another level that you have to provide us with. **Thompson:** Some of those things in the Charter probably just need to be updated. **Williams:** We can't update the Charter. **Thompson:** Yeah, you got to vote on it. If you see it's old then it needs to be updated. **Matlock:** Those are things that you have to work on. But right now, that's the Bible, that's the law of the land. So, it's really nothing you can do about it but abide by it until they do updated or do whatever. **Williams:** You've been here 16 years, and if it's been in there all those 16 years. Then you should have suggested an update. Hey, this relates to my department, maybe we should look at this. But for right now, that's what this is. Two years or less, no increase. **Thompson:** All right, sounds good. **Williams:** Health insurance costs, I know that you all gave some projections, and you all signed a contract. Have you all made any of those payments? **Thompson:** Yeah. **Williams:** How did you do that without legislation? **Thompson:** Well, even with the quarter budget. I got enough to make the payments for the agreement. And it was binding language in the FOP to provide that. You know, we do have a contractual obligation to provide that health care. **Williams:** So why didn't you all have the Law Director draft the necessary legislation for you to be able to make those payments? **Thompson:** I'm not sure you have to ask him. **Williams:** Okay, well, finance has to work in concert with whoever they need. To get whatever they need. So right now, you would seem to be making unauthorized payments. Regardless of whether they're in that contract. When you spend money from the budget. Council has to give you the authority to do it. You all signed a contract. You indebted us to something, but you didn't come with the appropriate legislation. And we're now at the end of March. **Thompson:** Okay. **Williams:** So, you need to get the Law Director on that ASAP. Which is why we are only approving 50% of the budget. Because it seems that the mindset is, if the money is there we'll just spend it however we want. So, we want to get levels of control where we can see what's being spent. **Thompson:** Okay. **Williams:** That's the direction we're moving. **Thompson:** Sounds good. **Hardin:** The first thing we need and the objective now is to get those pay ordinances updated. And I think you can use your pay register. You know what everyone is making, at least you can start from there. And it shouldn't be that difficult. **Thompson:** Right. **Hardin:** So that being said I, that's what I want ASAP. I'd like to see those in the Law Department. I don't think we ask a lot, but that is crucial. And, Mr. Mayor, you can take a piece of this pie too. Because I think you should direct the Law Department to have those ordinances updated within the next ten days, tops, because it's not hard. **Williams:** March 29th is the date, everything has to be in alignment by this Friday. **Gottschalk:** Again, Council president rather than a work session tomorrow. Have the executive session when the meeting gets done. So that satisfies Climer and the Council, okay. **Nikolic:** Okay. **Hardin:** But in the meantime, can you have him, and his department start working on those ordinances. **Williams:** For every single person on payroll. **Nikolic:** Well, Madam Chair, we have to see them. We haven't seen them because they're in our email. But I thought Tanya was going to have them printed out. So, for tomorrow, part of the meeting. Can we just start by looking at them? I mean, they're in my email,

but I thought they were going to be a part of our finance packet. So, if we could start there with your register tomorrow. Maybe that could be a part of what we do tomorrow, if I may, Madam Chair. So, we could at least look at who is in the departments. I mean, for Taunya and I, we can just start with who's in the department, what they make and what the pay ordinance says. And which ones we're missing and why? Because that would be helpful for the new people. At least to start with that dialog and then move to updating. Because, you know, right now, Taunya and I are still behind the 8 ball. Because we're still looking at, you know, who's where and what. **Matlock:** So, you don't have to be behind the 8 ball because we don't even know yet. **Williams:** So let me add to this. Just because we have so much to do with regard to finance, so much. It's probably literally only 6 to 8 pages total. They're outdated, they're from like 2003, 2008, 2009. They're like 2 or 3 pages each, they don't include all the employees. So, it really doesn't warrant us to spend time at our meeting. If we could just take a look over them. What they really need to do is begin the process of updating. And that's where we need to begin. There are so outdated that, I mean, Brian's \$24,000 over the range. That's how outdated they are and how out of compliance we are. **Nikolic:** Did you see the I think Jim submitted. I think he sent at least, I don't know, there were maybe like 12 that I saw. **Thompson:** Yeah, I seen that one share with Jim. **Hardin:** It doesn't matter if they are in accurate. **Nikolic:** We got that; I'm just saying we need to make sure that everyone understands what we have. **Thompson:** Maybe Tanya Can print them because I will be doing a host of things. **Hardin:** She has them when this first happened. That was the first thing I asked the Law Director for; do you recall that? And here we are three, four weeks later. So, at any rate, it should not be a hard task because it's not by name. Most of it is by groups. **Thompson:** Position. **Hardin:** That's correct, position. **Williams:** Brian, I have two last things. Where are you at with the 941's? **Thompson:** 941's, Hillary's redacting all of the employee identification numbers. So, you'll have that by the end of the week. **Williams:** So where are we at with compliance? **Thompson:** They're all turned in... **Williams:** When you say turned in, have they been filed? **Thompson:** With the IRS, yes, that's what I mean. **Williams:** So, we are current as of today for all quarters since you've been in your position? **Thompson:** Yes, they are turned in and the last one coming up. She just gave it to me today to sign off. So, I'm reviewing it and then I'll submit it. **Williams:** So the IRS, we are current with all 941's that should have been submitted from your date of hire to now? **Thompson:** Yes. **Williams:** There are no outstanding 941's? **Thompson:** None at this time except for this current quarter. It's due 30 days after March. **Williams:** Let me just make sure I have complete understanding. The 941 is a 2-to-3-page form that you complete. You submit it to the IRS for them to be able to have pretty much a detailed account of the money that you have already sent to them for employees, correct? **Thompson:** Yes. **Williams:** Okay, when you submit that, does the IRS then give you a... So, for instance, when I submit my taxes, they say Candace you filed and here's your tax return. What do you get when you submit that 941? **Thompson:** Ours are just being mailed, so I don't get that electronically or email. I could probably opt for some message like that, but at this time I don't. **Williams:** So, you don't have anything to be able to confirm that our 941's were submitted? **Thompson:** We send them registered mail. **Williams:** So, after they're filed, the IRS doesn't do any type of electronic form. Where they then show that you've actually submitted them? **Thompson:** I haven't had an electronic form. **Williams:** No, that's a no? **Thompson:** No. **Williams:** Okay, do you keep copies of the 941's that you submitted? **Thompson:** Yes, those would be the ones you will be getting by the end of the week. **Williams:** Why did they take so long? When I asked you for these in January? **Thompson:** Just made a host of things to do and gathered all the information you said. She's going to do the final point of redacting the employee identification numbers and then you'll have everything. **Williams:** So, you've been here about 16 years. You're supposed to do one every quarter. So, that's sixteen times four, that's about 64 filings, right? **Thompson:** Yeah, you didn't go back that far. Do you want 16 years? **Williams:** No, but what I'm asking you is this. When you send that off or file them, you make a copy of what you send or no? **Thompson:** Yeah, payroll, it's usually just handled with payroll. So, they make the copies, I have to sign off, and we turn them in. **Williams:** So, if you just make a copy. **Thompson:** We have to go back and grab everything from Iron Mountain if you want 16 years' worth. **Williams:** I'm not

asking for 16 years, I already said that. When you submit those, and you've made that copy. Why couldn't you just turn around and make a copy of those. And give those to us to show us that they've been filed? **Thompson:** You wanted it collectively, like, so many years cumulative. So, I was just going to give it to you as one project, one package. I was giving you what you wanted out of the records request. **Williams:** It's the end of March, in January I asked you for those. For four years, four times four, you would have had 16. You're telling me someone couldn't just run through those 16 that you filed? Just run them through the copier and get it to us before the end of March?

**Thompson:** Had to put it together, I didn't have much staff. You know, the payroll persons was part time at that time. So, the end result you'll have them all by the end of the week. **Williams:** Okay, here's what I'm going to request. I've been in jobs where there's something that I have to do quarterly or twice a year. And it's something redundant, it's the same form. And literally, you're getting something from that entity that says you did it. Or you're just making a copy that you did it, and then you file them somewhere. So, sounds like to me, our filing system may not be where it should be. That you couldn't just pull that file, run those through the copy, and get them to us.

Before two months have passed. Because I did a public records request. **Thompson:** Yeah, I know you did. **Williams:** So, we're taking two months for public records request. Kind of really two and a half. **Thompson:** Yes. **Williams:** Okay, are we responding to the Auditors like that? **Thompson:** If we gather any information, yeah, it takes time. They want ten years' worth of information, and it's not a onsite. It's at Iron Mountain, you got to call Iron Mountain and see what your inventory is. Go through methodically and see what years they're looking for. So, it can take some time, especially with a shortened staff, and you're getting a ton of requests for other things. Yes, it could take that much time. **Williams:** I thought you had this stuff in place for a month or two. **Thompson:** We have, but you'll have it by the end of the week Candace. **Williams:** Okay, we requested, and I'm going to request this publicly now. We requested a list of everything that the auditors are asking for and the status of where you're at. And either yes, I've given them this or I'm still working on this. We as a Council need to now keep track of that as well. **Thompson:** They had us kind of a hush subpoena so we couldn't forward that to you. So, talk to Jim and see. **Williams:** No, no, no...

**Thompson:** It has to be Jim because it was a subpoena. **Williams:** What you need to do is get it to Jim, and then he gives it to us. **Thompson:** Why when Jim is the lead? He's getting the subpoena, it's a legal matter. **Williams:** That's good to know because Jim said you're getting the request. **Thompson:** Yeah, I am getting them to fill. But this original subpoena went through our law. I'm just trying to backfill what they're asking for. **Williams:** Okay. **Thompson:** He's come out a couple times. He's giving me a evidence sheet. Then he comes back and say Brian, give me this. So I'm cooperating with him fully. I'm giving him all the information. Then he wanted email stuff that I couldn't control. It had to come from the IT guy. So, it's taking time to get all that together, but it's not to stop. **Williams:** So, it sounds like you and Jim need to work together. Because what you just said is Jim is getting the request, and then he has to come to you to fulfill it. So, both of you know two things. One, what the request is, and you know, when it's being filled. And that's exactly what we're asking for. We're asking to know what they're requesting and when it is being fulfilled and what's outstanding. So, it sounds like between the two of you, you all can come up with a list, get that to Jim, and he can confidentially send that to us. For us to know where we're at in this investigation and keep us up to date. Does that sound reasonable. **Thompson:** Yeah. **Williams:** Okay, last thing, well, I think that's it. You all have a sheet for the restricted fund names. I'm not going to ask you to look at it tonight, but tomorrow when we do our finance meeting. If you could just kind of think about and narrow down some. I looked up all of the different names for a restricted fund, rainy day fund, reserve budget. There's a bunch of different names that municipalities use. There are nine different names, if you if you've seen more, we can add more. But just what would we like this one to be called? So that it could be establish... **Gottschalk:** Don't waste your time on rainy day funds, it's not going to happen. **Williams:** Whether we put something in the fund or not, is up to us but... **Gottschalk:** It's amazing you're crying about no money. Yet you're thinking of a rainy-day fund, that's beautiful. **Williams:** That's how things work, you plan for the future. We just need a name for the fund. So, we'll have to, you know, what do we not want to

do? **Nikolic:** I'm good with number six. I didn't know, are you asking us now or? **Williams:** We can do it now if you want. **Nikolic:** Number six for me. **Hardin:** Six is good. **Davis:** Question, is that what we would put for when we have to pay out all this money for retirement? **Williams:** No, we should establish a vacation/sick time fund. **Davis:** That's what I would like to have. **Williams:** Thank you for that, we need that. **Nikolic:** But that would be separate from this one? **Williams:** Yeah, it would. **Nikolic:** Just to make a quick point if I may madam chair. The legislation is requested by Council for the Schade payment. So, thanks to his support is on the agenda and work session. And you know, just a thought, that salary could kick off the contingency fund. Because it's been sitting for the last two years. We've been operating for the last I don't know. Correct me if I'm wrong for the last year and a half. But that amount of money, we can move from his pay line to start the contingency fund. Since we've been operating for a year or two without using it. Just a suggestion, that could be the funds that we used to. **Williams:** He's been paid. **Nikolic:** No but that's what I'm saying. I mean like that money we've been paying him; we would use. But you know what I mean. That money would not have been going to him. You know, we've been able to operate by still paying him. So, if we took that money and kicked off the contingency fund. I'm not sure what it is, but it could just be an amount, a safe amount to start it. Not to say we need \$500, \$600, \$700. But at least we know that the Village has been able to operate without that fund we've been paying him. **Davis:** But we still have to pay... **Williams:** We do have to pay the other acting... **Davis:** People, so we could use it out of that fund. **Nikolic:** So just a thought while we're talking about contingency fund. **Howse:** Clarification, so you're saying that we've been paying the previous Fire Chief that has been on administrative? I think this is all interesting, that we've been paying... so we've been paying two salaries. The Fire Chief and then the acting Fire Chief, right? So, you're saying if you're no longer paying the one that's been on administrative leave. That money you've been paying him. Maybe a percentage of that, now that you stopped paying him. Can go into this reserve for people for a future vacation and their payouts. **Nikolic:** Or just contingency fund, I don't know to what extent we can discuss it. But... **Thompson:** Ms. Williams had it right; you have to pay Tapp for stepping up too. **Nikolic:** It's just an idea. **Howse:** You're still doing two salaries though right? Jim Schade... **Thompson:** Is going to go to Tapp now. **Howse:** He just gets an increase on what he gets. **Matlock:** Right. **Thompson:** No, he'll still get the full salary. **Matlock:** No, he shouldn't be up to a full salary. But let me ask you a question about Tapp. Tapp is part time right? **Thompson:** Yes. **Matlock:** And I have seen none of your part time employees make the amount Tapp makes. The last one I looked at, he was making \$78,000. So, did you guys give him some type of increase? Or is he being paid for eight hours versus four? **Thompson:** No, it's all about the composition of Fire Department and just filling their shifts. So they have a, you know, a time schedule on how they fill their shifts. But, I mean, everyone already when you looked at that report, was part time. But Tapp, that's why I mentioned I was putting sixty something thousand in there. Because that's been a pay differential over the last two years between Tapp and Schade. And Tapp is looking potentially be paid along with two other officers, Manzo and Dirocco. For the changes in shift that they've been in the acting positions. So, I included that as an assumption in the Fire Department. **Matlock:** See, none of this is bought to us. **Thompson:** It's been conversations. **Matlock:** There have been conversations about it. But what I'm trying to say is, I'm already looking at Tapp. Do your part time employees make \$70,000 a year? **Thompson:** They do, it's contingent upon your hours... **Matlock:** But I'm trying to see... **Thompson:** Not mines, but administratively... **Matlock:** So, each one of them makes \$78,000 a year as part time? **Thompson:** No... **Matlock:** That's what I'm trying to say. So, Tapp is making \$70,000 a year, tell me was a difference? He's supposed to be part-time, and I looked at all your part-time salaries. None of your part time salaries are equal to \$78,000 a year. So, is there a certain type of pay that you're paying him? While he's in this position that's giving him the opportunity to make \$70,000? **Thompson:** Yes, he's still in the position as Assistant Chief. **Matlock:** So, he was Assistant Chief salary at four hours, I mean, for part time? **Thompson:** I don't know, I don't want to speak wrong about how you determine that four hours is part time. You'd have to ask Tapp, but he puts in his hours per the manning shit that they have. **Matlock:** Is there a salary range for the Chief. Is it one starting at one and he could work

himself up to this. I mean, is there a salary range for your Chief? **Thompson:** Yeah, between Tapp and the Chief it's probably like twenty something thousand-dollar difference. **Williams:** Well, here's what we can do. Can you give us his W2's from 2021 to present. So, we can see what his total year end pay before Schade left up to now. **Nikolic:** Right, that's what we need to see. **Matlock:** Because he will be brought up to pay. But with him being the Chief, he wouldn't get the full, I'm assuming. That he wouldn't get the full range as the Chief. Because the Chief been there for years. **Thompson:** Right. **Matlock:** He would start at a certain level and then work yourself up. **Williams:** Which goes back to the pay range ordinance. **Matlock:** Exactly, because normally nine out of ten when they do go into that position. They may go at the beginning range of whatever that position is. It would be up at the top price for that. **Davis:** Was Mr. Schade part time or considered full time? **Thompson:** He was full time. if he a full time. **Matlock:** And they are paid for 40 hours regardless, because normally when you were in that position. Regardless of what time there's an emergency, you up and you out when you're ready. **Thompson:** Right. **Matlock:** It is no overtime, It is no whatever, he's just paid a set salary. **Thompson:** Yeah, that's why I said the manning structure. You have to have Tapp elaborate a little more. **Nikolic:** And Madam Chair, I think the last time I asked a question about how much he was paid. I think you calculated Councilperson Williams it was around \$100,000. So, if we said \$100,000 in the contingency fund, based on what we were paying him. PERS, salary, and everything, I'm talking about Schade, and I'm assuming this is public record because we talk about salaries. So, if we just took that cushion the \$30,000 and kept it, that \$100,000 could be a starting point, for example. **Davis:** But he was full time, Mr. Tapp, as acting Chief is part time. **Nikolic:** No, but I'm just talking about amount to start the contingency fund. If we're looking at an amount that we could put in the contingency fund. And understand that the Village has been able to operate right, while still paying that out to him. **Thompson:** You still have to pay it though. I can see the cost of trying to get the \$100,000 but it's still going to be used... **Nikolic:** No, no, no I'm saying the \$100,000 would go in the contingency fund. Because last year you paid it ... **Thompson:** Last two years. **Nikolic:** So, you've been paying but, the Village has been operating by paying it. **Thompson:** Yeah. **Nikolic:** So, if you took that money away and put it in the contingency fund, a \$100,000. The Village is still going to operate. You following what I'm getting at? I'm no finance guru either, but I'm just looking for money where we can start it. And if we have not, and we do have the legislation in our work session for tomorrow. That would require the reduction of his pay to a dollar. **Matlock:** But that being paid a dollar is going to be sent to a fund. It's going to be set aside until all of this stuff is cleared. **Thompson:** You're saying Tapp's pay? **Matlock:** Let me ask you a question, does Tapp get PERS? Is he being paid retirement right now? **Thompson:** We don't pay PERS for them, we pay like the Medicare. Because they're getting PERS at their first job. **Matlock:** Okay, that's all I want to know. **Thompson:** All those Firefighters go into decent fire pensions at their regular job. **Hardin:** We're doing finances, and my question is regarding the Engineer. How is that structured? Are we retaining the Engineer Department, by name of an individual or by company? And when you pay PERS, that person that we're paying now is leaving the company? Or are you still going to be paying the person that's retiring and adding this person's name and paying them PERS? What is your understanding of how that's supposed to work? It'll be Matt and not Ed, And Ed will get the credit for PERS. **Hardin:** Okay, so how much is involved? **Thompson:** You talking about just the PERS? **Hardin:** Just the PERS. **Thompson:** His salary is set in that legislation. So, PERS would be \$5,300. **Howse:** You said 1.45? **Thompson:** .14. **Hardin:** So, \$5,300 is PER for him? **Thompson:** Yeah. **Hardin:** And you're paying... **Thompson:** \$38,000, we got to contribute the employer share for fifty-three. And it's a small share for Medicare as well. So, his base is \$38,000. **Hardin:** Did you increase the base, what's the base salary? **Williams:** We haven't improved that contract. **Hardin:** I know we haven't, I just need to know what we're doing. Just give me a minute... **Thompson:** Yeah. **Hardin:** What is the salary? **Thompson:** \$38,000. **Hardin:** Okay, what were we paying the other person? **Thompson:** I have to look back; it was a little bit less. Maybe \$35,000 or something, I know they were asking... **Williams:** 36,000, (inaudible) was given twenty-four and he was given twelve. **Thompson:** Yeah, so now they want thirty-eight, so a slight increase. **Hardin:** It's two thousand and a change of



name? **Thompson:** With that being said... **Williams:** It's almost a 5% increase, right? **Davis:** It is. **Hardin:** It is a 5%. **Davis:** We automatically gave him. **Hardin:** So, with that being said, is he an employee then? **Thompson:** Yes he's an employee that's getting a PERS contribution. But they are also billing you by that billing structure. For miscellaneous contractual for those engineering fees. **Hardin:** So he has a salary plus the engineering fees. **Thompson:** Yeah. **Hardin:** I get that part, so... is that a normal way of dealing with your Engineer in this day and age? **Thompson:** Our operation used to be like that years ago, like Paul Grau. They wanted to get that PERS contribution. So, a portion of their salary, that's how come, I think Paul, Steve Karnowski, and all those guys. We had a portion for salary, and then they billed us by firm. Now, the Law Director doesn't have a salary. He's billing us as a firm. **Hardin:** So, you don't pay him PERS? **Thompson:** No, but Ross gets PERS, not Climer. **Williams:** It's a choice as to whether we do it. **Hardin:** Do we have to pay PERS to the Engineer? **Thompson:** Yeah, if you... **Williams:** No, we do not. **Thompson:** Yeah, it's a state law. **Williams:** her question was do we have to pay PERS to the Engineer. **Thompson:** Well, PERS is set by the state in the pension system. **Williams:** No, we do not have to pay him as an employee. No, we do not, it is a contract. **Thompson:** If you do pay, you have to make that contribution. **Williams:** Her question to you was, are we required? That's a yes or no. **Thompson:** But she said required to pay PERS. **Hardin:** That's my question. **Thompson:** Right, if you have him as an employee. You're required to pay the PERS, yes. **Williams:** We don't have him as an employee. We have him as a contract. **Thompson:** No, it's a two-way street, he's an employee and he's a contractor. **Howse:** He's right, it's been an exception since before I even got here, okay. So, the way this contract is structured, optional. The way it's structured is, Council elected to pay his PERS. Because he works as an engineer, as an employee. So, meaning he's on call at your beckoning call 24/7, you have access to Matt. Anything dealing with structure, design, that is when his firm, he can solicit all other Engineers. But in the contract, the way it's constructed. It says he will be deemed as an employee and will use Chagrin Valley as resources at his need. Is it required to do it that way? No, but that is how has been structured forever. **Hardin:** And based on how it's structured. We are required to pay? **Howse:** The way it's written, yes. If he's paid on the payroll side. It is required as an employee that he, just like you guys. You guys are part time, you're elected officials, and you get a pension; you get PERS. The way the contract is written, it says he will be deemed and paid to the payroll side. Which requires you pay for PERS. It is not required that he be paid on the payroll. So, he can be looked at as a 1099, but that is how it's been structured. **Davis:** That's a consultation 1099? **Williams:** It's a contract. **Howse:** It is, however, that is how it has been constructed. So, it is specific to nature, saying he will be paid on the payroll side as an employee. His resources when he needs, he consults with Chagrin Valley Engineer blah, blah, blah. **Hardin:** So based on how it how it's written, nothing to do with history. But based on how it's written, we are obliged to pay part of PERS. **Howse:** Based on how it is written. **Hardin:** Okay, that's what I was told. **Davis:** Do we pay the PERS just on the \$38,000 and not this other extra fees? **Hardin:** Just on the salary. **Howse:** So, Brian you're paying the Medicare and everything? **Thompson:** Medicare and PERS, yeah. **Hardin:** He's our Engineer. **Matlock:** Well, what does he do? **Hardin:** These projects, he's our Engineer on all these projects. **Matlock:** Okay, but I thought we go through Chagrin Valley Engineer. **Hardin:** That's his company. **Howse:** And partners, any time, like you said, he has to go measure the streets or the depth of a project, right. He can't just do that by himself. He has all these consultants, and you have to pay. It would be not just because he was a contractor. And if he said, okay, I don't know about these roles. I'm going to contract Joe Schmo to do that. So, he's your advisor if you call him up to say, hey, we got a pothole over here, can you see about it? He would just call Tommy and they would work together or whatever. If it's a safety issue, Tommy is going to call. I'm just using it as an example. **Matlock:** But let me ask you a question. Because Erica had sent us a message and said that she asked him about PERS. So can he get multiple cars from every municipality that he works? **Howse:** It's not illegal. **Nikolic:** To clarify just in that because I knew we had asked about it. And I asked him, and he said that he gets PERS from 18 of the 20 municipalities that he works for. **Howse:** It's not and looking at that contract, Carl Brown wrote something a long time ago. And when I read that, and the reason why I asked that

question at the Council meeting. Is because I notice it didn't say it. Why it stood out to me is that you had the contract for the legal right. And it specifically said no PERS. So then when I was looking at the Engineer. That's what I... and you certainly can't expect me to remember how these contracts are written. **Thompson:** Yeah, I know. **Howse:** So that's why I asked the question. How come they're not getting PERS? And why is he getting PERS? **Davis:** You said we pay Mr. Cirincione PERS, and not Mr. Montello? **Thompson:** Yes. **Howse:** No, no, it says no PERS, that's why I asked because it said no PERS. **Nikolic:** It's at \$7,000. **Thompson:** Well, he's doing some prosecution work and then he has a salary as well. So, he... **Howse:** So, as a prosecutor, he's getting PERS? **Thompson:** Yeah, he's doing prosecution work and... **Williams:** The old contract, yes, and I'm sorry so yes. In that, the other option is to build a contract like we have built the other contracts with no PERS. **Howse:** So, it's in the new contract for the Prosecutors, the two now. It says no PERS in that one, that's why it struck me to ask. **Williams:** The new one says no PERS. Once they decided to split it, then they went to no PERS. **Howse:** Okay. **Nikolic:** The Law Department budget I think it says PERS. So, with the Law Department budget, there is PERS for someone. **Williams:** Because under the old contract for Cirincione, he had PERS. When they tried to do this new contract that we have tabled. They took the PERS out. **Nikolic:** No this is the Law Department's budget. **Williams:** So, in the Law Department's budget was Cirincione, Assistant Law Director. That's why you're seeing the PERS, it is attributed to him. **Nikolic:** Well, the one he submitted for 2024 has it. **Williams:** It should be zero. **Matlock:** So let me ask the question, because on his new contract... **Nikolic:** His 2024 department budget has PERS because we talked about it. **Howse:** It's either, or, you have to figure out either or. If he's getting... at one point he used to be. **Williams:** Yeah. **Howse:** This new one says no PERS which triggered the question of why Engineer, right. **Williams:** Yeah. **Howse:** That's why the question was, and he's right because there was an opinion on that. But now that they split it. It says it specifically says in there no PERS. So, PERS shouldn't even be considered for 2024. **Williams:** So, it shouldn't be in the budget anymore? **Howse:** For the PERS. **Hardin:** For those two attorneys? **Howse:** Prosecutors, right. **Nikolic:** So how much are we talking in terms of, for the Engineer's PERS? **Thompson:** \$5300. **Hardin:** Yea, so that's the dollar amount that's involved. **Matlock:** So, the total for him should be the PERS, the Medicare... **Thompson:** Yeah, and his salary as well. **Matlock:** It's going to add, it's like double. But let me ask you a question. So, each one of those contracts, they got 5%? **Thompson:** The contracts? **Matlock:** I mean, each one of the actual agreements that they have on the board right now with us, is a 5% raise? **Williams:** They have increases. **Thompson:** This one may equate to 5% but may have to go back and see what Ed has resulted in over the years. **Matlock:** Okay, so when they say 5%, they just go 5% across the board on us? I mean, it looks like everybody across the board just did 5%. What's that? **Thompson:** I think Ed was kind of acting independently in terms of requesting \$38,000 from the \$36,000. **Hardin:** But it's 5%. **Matlock:** But it's 5%? **Thompson:** Yeah. **Matlock:** Everybody across the board did 5%? **Thompson:** Yes. **Matlock:** So, is that just a word that got out to everybody saying Oakwood is giving 5% raises? **Thompson:** When they did their F.O.P contract, I did put that letter out. I said, okay, that's historically what we've been doing. Maybe not following the law, but I told everybody to schedule their budget for 5%. Because we were historically getting it from the F.O.P contract. So, when they negotiated with it... **Matlock:** You shouldn't have done that. **Thompson:** Yeah, I understand you guys told me. **Matlock:** F.O.P is totally different because of the fact that's a union contract agreement. **Thompson:** Right, I was scheduled to be in the conversation with the Mayor. He wanted me to speak for 5%, so... **Hardin:** Speaking of that, we didn't go over the Mayor's budget. **Thompson:** Right. **Hardin:** Okay, and he said he has another phase of it tomorrow. **Thompson:** He wanted to do the Mayor's tonight. And then, of course, he always does the REC and Senior, so now he has three to do tomorrow. **Hardin:** All right, now before we go any further. Is anybody else missing? **Thompson:** This year has been kind of orthodox for us. Because we went over Police, Fire, Council, and Council clerk, you all may want to revisit. And then, I did like the animal warden, refuse, lighting. Some of the ones left are me, Building, Mayor's Court, Bond fund, our permanent permit, and I gave you the 201 today for the streets. And then you have a little bit to do for the

sewer, but the sewer is going to be a match for what ED is telling us. Like whatever is going to be spent, we get an exact match on the grants. **Hardin:** But do you understand why we are doing what we're doing? **Thompson:** Yeah, I understand. **Hardin:** It's too much, and this is what we have to do to bring all this in. **Thompson:** Right, I understand. **Davis:** You gave us employee accrual summaries of the vacation time, sick time, and all that. Now, are these hours, are these days, or what? **Thompson:** Those are hours, you can divide it by eight to get the days. **Davis:** Okay, and what was our limit for the amount we're allowed to carry over? **Matlock:** Only 40 hours. **Davis:** 40 hours you're allowed to carry over... for vacation or sick? **Matlock:** Vacation, sick you can't really touch. Vacation time is just 40 hours, and they have to get approval from an Administrator. **Davis:** So how do we have vacation time, like for example, our Mayor is 240 hours. **Matlock:** Exactly, it shouldn't be. **Williams:** Sick time is only (inaudible)... **Matlock:** Yeah, you can't really touch people's sick time, it's earned. **Howse:** That's talking about payout when you talk about sick time. There's a limit to pay, remember Climer said there's no limit and there is a limit in place. And there's a limit for vacation, and there's a limit for when you pay out people. It's in your Charter what that cap is. **Thompson:** It should be 960 if I am thinking. Like if they anniversary just hit in February and they had tenure here at the job. And you go to the chart in the handbook and they get 240 hours on the anniversary date, you can see that there. But of course, they need to get rid of it. **Matlock:** Well, you could still say 240 hours, but they have to get rid of it. They can only carry over 40 hours of that 200 and whatever hours that they get. But if they get so many hours, a week, or a year. Then they still can only carry over 40 hours of that. And it has to be approved right by administration. **Thompson:** Yes. **Matlock:** Okay, because if they do, it's up to the directors to go through each one of their people. And say, this is where you're at, and I need you to be clear. **Hardin:** How are you going to handle those that have gone over? **Davis:** Yeah, we have all these people that have gone over. **Matlock:** You can't do that, they lost it. Unless they have something in writing that says 40 hours. **Thompson:** I mean, Climer kind of made the law known that there was a certain cap they could have, so. **Matlock:** And my understanding is you guys had a meeting with the employees. And you gave them the handbook for vacation time, am I not correct? **Thompson:** Yeah, all of the components are in there. **Matlock:** And they signed it? **Thompson:** Yes. **Matlock:** So, then the employees know too what their limit is on vacation time. But they just waiting for you to say okay, if not they will go over it. But it's something you guys really have to stress. Even if you have to Xerox that part out and keep going over with them about vacation time. **Hardin:** That brings up something real important. We ask you to give us the list of accumulated time, right? There should be a column that designates how many I was allowed. You have to keep that a running account too. Because all of a sudden letters will appear. Hello, so you don't want that either. So, when you give us the list, there has to be proof of from supervisor that it is approved to be carried over. **Matlock:** And the only thing that can be carried over is 40 hours. Not 80, not 160, and put it on till next year. So, I don't know how y'all will get it off the books. Unless you sit there and you're going to let them take the time. You know you will be short during that time period. So, you'll be in there making up that whatever you got to make. **Hardin:** There has to be a form. And I'm going to ask you to make that form. **Howse:** But that is such a liability to have that on the books. Because even this ordinance 2008-10, there's a new section. Because I looked at the last one, it was put in... there's a section F added that talks about even the sick. And even how they can convert it and paid out in cash, it even has a cap on that. "Employees who have accumulated more than 960 hours of sick time may, in December of each calendar year. Convert accumulated sick to cash and be paid one hour of cash for each three hours of sick converted". So, there are provisions. **Matlock:** So, that means they won't lose all of it, they get something. **Howse:** I mean, at the end of the day, they can only get paid out 120 hours of sick at a time. **Davis:** Yeah, you have 1323, and your deputy clerks, the Clerk of courts one thousand two hundred and something, way too much. **Nikolic:** Because we understand that was the issue, the buy down. (inaudible) so we can't be on the books. Because when people start talking about buy downs and pay outs. They have to be able to look and see the accurate number. So, this all has to be... **Matlock:** They need to update that, because... **Williams:** Did the Law Director confirm if buy downs are allowable? Do we have ordinance for that?

**Thompson:** Yeah it's in there you can buy down as long as you don't go under the 960. You can't go below 960 if you are doing the buy down. **Williams:** But if you can accumulate more than 960, how would you have more than 960 to buy down? **Thompson:** I seen somebody do this, for example, these older individuals. When they passed a legislative to, you know, like Tommy. When he retired and came back to work. It said it specifically in the legislation. That he was going to keep his balance frozen and intact. **Williams:** Did Climer send you that ordinance? Climer's supposed to confirm if buydowns were allowable, (inaudible) did he send you that ordinance? Because we didn't get it. You sent us a payment line report for February. Why are we paying Mount Zion of Oakwood Village real estate taxes for 2023, in the amount of \$1,297.50 cent? What legislation is that payment stemming from? **Thompson:** That was some time ago because they had a special assessment on that road leading back to Mount Zion. **Williams:** So the special assessment ended. **Thompson:** The special assessment for the road, it had somewhat of a schedule on it. But the special assessment would never go away because Ed put them on there. But we'd have to look back at that legislation when we did that special assessment adjustment. **Williams:** They were supposed to end in either 2022 or 2023. We were supposed to pay their real estate taxes forever. Are we doing that for another purpose? **Thompson:** You got to look back in that ordinance for Mount Zion. Because they had a huge assessment on it, it was like five hundred thousand or something. Don't quote me on it, I know it was a certain amount. But then the legislation kind of said, okay, you can use the center forever. **Matlock:** So why are they charging us? **Williams:** Well, let me go back to where you have this. You have this in the payment line report for real estate taxes 2023. Are we paying our other churches real estate taxes? **Thompson:** No, just that one that was attached with that assessment and agreement to use the facility. We didn't pay Rome's or nothing. **Williams:** Why would our agreement to use the facility include paying their real estate taxes? **Thompson:** Back in the agreement, it was like a real high number. We were paying, like, \$20,000 a year or something like that. **Matlock:** The church? **Thompson:** Yeah. **Matlock:** Why? **Thompson:** For use of the facility. **Williams:** But \$20,000 a year isn't \$1,297.50, a month. **Thompson:** No, that's for the year. **Matlock:** Okay, so they built a church. Excuse me, I got to get my head around it. They built the church, but the expense of building their church, the city has to pay for it? You saying \$20,000 a year assessment. **Thompson:** The ordinance was some time ago and the assessment was on the property. We had an agreement paying Mount Zion, it was like twenty or twenty-two thousand dollars for use of the facility. But the deal was the adjustment on the assessment, and then we didn't have to pay the \$20,000. We could use the facility forever without a payment. **Davis:** But we're paying. **Thompson:** So, that's what happened, but it is in legislation. You have to have time to go back. **Matlock:** So, do we still pay? **Thompson:** We pay on that assessment, we pay one time a year for the sewer assessment for that property and leading back to the road. **Matlock:** But excuse me, don't they bill us for certain times we have used that church? I've seen on here today, three thousand and something dollars. **Williams:** In 2019 we paid \$24,000. That was the last year because in 2020 we paid \$2700. **Matlock:** Why we paying that much money? **Thompson:** The events in Mount Zion is not directed to them. He (inaudible) the acts that are in there at that time. Like remember he had Elvis come and he did that gospel fest. That's an event at Mount Zion. If we paid Mike Albert \$10,000, it would go on there. But it wasn't directly to Mount Zion. **Matlock:** Mount Zion activities, on here it says \$3,000, use of building. It's in his budget. **Williams:** I'm looking at a different Mount Zion, where are you at? **Matlock:** Look on the bottom of Mount Zion Activities 2024. And it says \$3,000, use of building. **Hardin:** But we're suppose to get it for free. **Thompson:** Well, he's proposing not to get it for free just usage. He wants to do with Sam's Club breakfast... **Hardin:** I don't care, we supposed to get it for free. **Williams:** Here's one flag, this should not say events at Mount Zion. If these are events, to Councilwoman Nikolic's earlier request to have events broken down. This line item should be events and whatever the event is. As opposed to events at Mount Zion. Because it does appear that we're paying them, in 2019 we were. These line items, this is not an appropriate line item. If you're claiming that these amounts were actually to the actors or whatever they were. **Thompson:** Yes. **Williams:** Then it needs to be under events specifically, not Mount Zion. **Thompson:** Yeah, it wasn't to Mount Zion, it was for

the acts there. **Williams:** The use of building would be to Mount Zion tough. **Thompson:** Yeah, use of building would be. Like if you had an event and staff was there. **Howse:** Brian, question, I don't know how we're conflating these two. The special assessment, that agreement got put in place because Mount Zion, I have a history on it. This is before you, Mount Zion was complaining about the shoes assessment they can't fill. After I left, the Mayor passed legislation for this agreement to use that new facility. That's for Paving Street, all of that, that settlement was huge. And they were trying to figure out a way, where can't we work out a way to get rid of the assessment. It's like everybody else pays their assessments. We can't do that just because you're a church. You know, you built a new building. The assessment, paving the curb, that's your responsibility. And all of a sudden that ordinance came, to allow to say we're going to pay you X amount of dollars to use the facility. I had an issue with that because to be honest with you. And all of a sudden, that assessment is no longer in existence. Their assessment is paid off. **Thompson:** Yeah, it's done. **Howse:** So now, all of a sudden, you're paying to use his facility after you paid. And this is what you did, or what was allowed. Not you per say, but what was allowed is, we paid their assessment that we put on for them. We turn around and pay for using the building. Even though we may have used it three times. Y'all been paying that, that whole time, all those years. And now that assessment is off the books. **Hardin:** And we're still paying? **Howse:** There is no assessment on that building. The city paid the assessment that we assessed them. We paid the assessment for them. **Nikolic:** So, about how much was the assessment take? **Williams:** About \$133,000. **Matlock:** We should've never paid that. **Hardin:** We paid \$133,000? **Nikolic:** And we're still paying \$20,000, the \$20,000 went toward the assessment? Or was the in addition? **Williams:** Essentially, that's what it was. **Howse:** That assessment was stretched out, I almost want to say 20 years. All you got to do is look at the property tax and you'll see. From whenever that building was built from like 2000. I mean, I got a problem with that, and I attended that church. But I'm like, why should my tax dollars be paying for your assessment? This was before you Brian, this was before you. But that was legislation that you guys passed. And it came in direct complaint of Mount Zion saying the assessment was too high. Then all of a sudden, oh, we're going to pay you for using your community center. **Nikolic:** I'm sorry, just so I can be clear, I'm a little foggy. But the church decided to build this building. And then when the tax assessors came in and said, this is what your tax is. They said it was too high and then asked the Village to pay the taxes. Am I following? **Howse:** No, so, it's a special assessment. We did the road to get back there, we already had a part. But in order for them, the paving curving in that area. The city did the job, we took a note out or bond out for that. I think it's you note, and the idea was they would be assessed to help us pay the bond off, that assessment. So, we assessed them and then the money that was supposed to come back to us, to help us pay down the note. And then all of a sudden a contract came in place. That you're going to pay them to use a facility that you use like what, three times. **Williams:** That totaled the amount of the assessment. **Nikolic:** Okay. **Hardin:** I'm glad you reiterated it, because I was on Council. I didn't remember how that came about. **Howse:** Yeah, after I left, I closed after I left. Then he brought in, I think it was right in 2007 that he was trying to bring it. Because I can't remember when it was passed, but I came to the Council meeting a long time ago about that. Along with the Liberty newspaper I was talking about. It was right around that time. **Nikolic:** But now the assessment is finished? **Howse:** It's been gone, because Brian do you remember when I asked you that question. **Thompson:** Yes. **Howse:** Is that assessment, are they still paying that assessment. And you said, "no, it's done". **Hardin:** So, here's a question, why are we paying to use it? **Matlock:** What we paying to use that building? **Thompson:** Or they feel like, when he had his events and they get staff dispatched to do some of these events. Well they bill when he has his events, and he has staff dispatched to do some of these events. The Sam's Club breakfast and stuff. That's what they billing for, this additional staff to handle the events. **Matlock:** So, why can't we have it in the communities? **Thompson:** You can, you can take it up with the Mayor. **Matlock:** Yeah, why don't we have in the community center, I mean... **Thompson:** I don't know maybe the Community center won't be able to hold it. I don't know, the Sam's Club breakfast be pretty big when they have it. **Hardin:** We can send a letter to the Mayor.

**Nikolic:** What is the Sam's Club breakfast? **Thompson:** Just get your seniors in and give them a breakfast, we pay for it. **Nikolic:** But why is it called Sam's Club? **Thompson:** We used to use Sam's Club facility. But the manager down there left, and he just never changed the name. **Hardin:** So, they don't have it anymore? **Thompson:** No, it was some type of... **Hardin:** So, what is this on here? **Davis:** That's the pay for breakfast food for seniors. **Thompson:** She must be fixing the food. **Nikolic:** Brian, we could with these events. I mean, cause I know it's not just \$1,700 to Sharon. And also, like, the Blue Canyon dinner. I'd like to know because we saw a check to Billy Donato that was quite high. And I know he mentioned that he was there. I'd like to see, \$6,000, how much is going towards dinner? How much is going towards entertainment? How much is going towards subsidizing tickets? So, the Village residents only have to pay 20. Because, and same thing with the clambake. We have \$4500, how much is for... **Davis:** That clambake would be a lot more money I would think, because that is very expensive. **Thompson:** She moved it to the Hawthorne, she got a better deal. That \$6,000 for the Blue Canyon is probably for the actual dinner cost. **Howse:** Do they pay into that? **Thompson:** They give a small portion, you know, he's always got. **Howse:** So, it should be revenue expenses, and that determines... it used to be that way. **Thompson:** It's still that way. **Nikolic:** What's the \$30,000 for the Advanced Learning Center? **Thompson:** I am not sure, he was going to explain that one today. **Nikolic:** And \$1,000 for the Solar Eclipse glasses. **Williams:** Advanced Learning Center, that's not the private fund entity that he was... **Nikolic:** Yes it is, and it's under miscellaneous contractual, \$13,000 Advanced Learning Center. **Williams:** Why is that showing off in our budget? **Thompson:** I don't know, we didn't give him a chance to go over his budget. The solar glasses are for the eclipse. **Davis:** But that's next week, so we already ordered them I assume. **Thompson:** We only had a few in but, there was a request to get more. **Matlock:** That's good though. **Hardin:** That was me, I want nobody to get their eyes... What's the matter? **Matlock:** How much are they? **Thompson:** \$1,000 to get the level of glasses requested. **Matlock:** Did we do a bulk sale warehouse to get these? **Thompson:** She got on Amazon. **Hardin:** She just did it today, so she can cancel it. **Nikolic:** I asked Tanya for a zoom account and she was like, we can't. **Howse:** Are you guys open for the eclipse? **Matlock:** A lot of places are closed. The glass. Were purchased and is going on the website, first come first served. **Williams:** The question is, where are the glasses going? Are we opened or closed? **Hardin:** I don't know if we're open or not, but you can come and get the glasses. First come, first serve. **Howse:** I was just asking because if you're picking up the glasses. Are you open that day, or is there a deadline. **Hardin:** She's putting it on the website. I called just this morning, I thought about it, other communities were doing it. So, the Mayor said he would put it I his budget. **Williams:** She has a question related to the budget. **Thompson:** Our financial (inaudible) he likes to look up a lot of information. He's compiling stuff for his companies and everything. So, it's a subscription to these companies. **Davis:** Okay, because he has down there, he's got NBC subscriptions, the Barron's report. **Matlock:** Those are all financials? **Thompson:** Yeah. **Davis:** So, that total is all the subscriptions for \$600. Because you have payments each month on you (inaudible) **Williams:** Can I get a list of those itemized? **Thompson:** Financial and Medical journals? **Davis:** And the BMI License, is that for him? I mean, a license he has to pay for it, or we have to pay for? The \$400, it's a BMI licensing fee. **Thompson:** Yeah, I'll see what it stands for. **Matlock:** Do we carry an insurance policy on him driving? **Thompson:** Oh, driving, yeah. **Thompson:** They don't rate him individually for the Village. That would be on his personal insurance. **Matlock:** So, if it's on his personal? **Thompson:** That's what it would have to be, I'm assuming if he needs to be rated. **Matlock:** But I'm just saying because he carries up a lot of cars. **Howse:** He's on our liability. **Thompson:** She was saying do we rate him. **Matlock:** No, I'm saying the insurance company... **Howse:** The risk management determines year to year, what your insurance is going to be based on your accidents. **Williams:** Can you get us a report of our car insurance rates for the Village for the last five years. They can also give us a report of how many accidents the Mayor has been in in the last. **Thompson:** Just the Mayor specifically? **Williams:** The mayor specifically because we know he was just in another accident. And after that accident, when he got another vehicle of the Village from the Building Department. So, yes, the Mayor specifically. We would also like to know what the policies are around, what happens after

you get an accident in a Village vehicle. Thomspson: Okay. **Matlock:** And that's for his safety... **Thompson:** Right. **Matlock:** Because he was kind of strangling... **Williams:** It's for safety of others on the road as well, that's a liability. **Matlock:** And if he goes home in that car and hit somebody, we're liable. **Davis:** And the Verizon contract he's putting in here. Who is that for? Or is that for him? **Thompson:** Just his phone. **Davis:** Just for him, he's paying \$84 a month? **Nikolic:** Sounds about right with Verizon. But just a question about gas. Are we getting gas at Sam's? Or do we have some type or is it just anywhere? **Thompson:** Anywhere because sometimes Sam's Club is closed and sometimes the Fire Department go to fill them up and Sam's Club is closed. They have to go to Sunoco or Circle K, so it can be sporadic. **Nikolic:** Okay, but as a rule, are they filling up at Sam's? **Thompson:** Yes, they go with Sam's as long as it is open. Sam shuts down after a certain time, and they provide the cheapest. **Nikolic:** Yeah, but for? **Davis:** Who are the ones that we pay gas for besides the Mayor? **Thompson:** Tommy drives his truck. **Davis:** So, we pay for Tommy's gas? **Thompson:** Yeah... **Davis:** What does he put it under? Because I don't see anything in the reports about him. I mean, he has a budget amount, but I never see anything between his credit cards. **Thompson:** Yeah, you can see it on all his gasoline line item in his budget. **Davis:** In his budget but, I never seen anything on the bills. So, how is it getting paid? **Thompson:** You'll have to hone in on his actual card. **Davis:** Sam's club only has a few people, according to the reports we got. It only has you have a card... **Thompson:** I don't use it. **Davis:** The village of Oakwood has a card, Dee has a card, and it was Schade. You still have Schade's name on this. **Thompson:** So, we got rid of that one and just put Fire Department for Tapp. **Davis:** Has it? Because I have all the way up to December on Sam's and it has since changed since? **Thompson:** Yeah, we just changed it to Tapp's card. **Matlock:** Is it possible to take Schade's name off? **Thompson:** We have, we just took it off. **Williams:** Did you cancel the cards? **Thompson:** Cancelled the card, shredded it, new card for Tapp. **Williams:** So, is that new numbers? **Thompson:** Yes. **Williams:** For every card that Schade ever had access to. **Thompson:** Yes. **Williams:** Because I was surprised to still see them. Schade has been gone since 2022, I was surprised to see us using cards with Schade's name in 2023. You would think after an incident like that. That we would cancel all cards and reissue numbers. **Thompson:** Yeah, we just did. **Davis:** Okay, so who are we paying gas for again? **Thompson:** You figure Tapp's driving a car... **Davis:** Tapp driving his car, does he take that home? **Thompson:** Yeah, I'm sure... **Davis:** Mr. Tapp... **Thompson:** Tommy, the Mayor, Police... **Davis:** Dee has charges on here for unleaded gas. So, why is Dee charging unleaded gas may I ask? **Thompson:** Dee's card? **Davis:** Yes, it's her it's her card. She's using her car, her account, and it's got gasoline charges on the receipts that you have in here. **Thompson:** Yeah, so, I have to see if they were using it for the Mayor. **Davis:** Because we have a Village of Oakwood account, Brian's account, Dee's account, and then we have Mr. Schade's account for Sam's. That's the only ones we got. That's four people that have cards. So, who gets to use the Village of Oakwood account? **Thompson:** What's the amounts on there right quick. **Davis:** One is for \$462 and one's \$271. **Thompson:** Yeah, those could be going for some of the purchases for meals for the seniors. **Davis:** It says merchandise, COMM, and umables. **Thompson:** Yeah, some of those would be for those senior functions. For the meals at the community center. **Williams:** So, since Mary has delved into our credit cards. I do think as a Council, we need to have additional discussions around credit card usage and who has them. Who has access to them, who can keep them in their persons, and what level of controls we can implement. **Thompson:** You can just cancel them all and do me a bigger kind favor. **Howse:** Just have them sign out. Let them come to you, sign it out, what they are purchasing, that's our policy. A person has to come to you and you're the custodian of the card. They do not have them on their person. **Thompson:** They come get them, I need to have them sign for it. **Hardin:** How many are there? **Thompson:** I listed them all across the board. **Williams:** Here's what...and this is just what I'm proposing. And we can have further discussion when our minds are more fresh. But I think the cards should be.. and it is going to be a little bit on your part. I think they should all be canceled because we don't know who maintain numbers that are on a card. But they should all be cancelled. If you want to reissue one or several, but then you should maintain those in a locked place and they should have to sign them out. You should create a form that says

their name, date, and what they're signing them out for. I mean if you're signing it out for an event. They should be able to say I need plates, napkins, food. I mean, if they buy a few extra things. Then of course, then they provide you the receipt afterwards for itemization. But at least you can then say I knew Dee took the card for events on March 26th. **Thompson:** What about Police if he needs his like 24/7, or giving it to the Officers? **Williams:** I don't know, that's why I said we need to have more discussion. Because we need to see who's using a card for what. And make sure that people have them for what they need. But we also need much more level of control around who has a card, when and why. Because.. **Davis:** This is abuse. **Williams:** Yeah. **Davis:** It's lots of abuse in here. **Williams:** And we really can't track if things are for Village purposes. And now we're under a special forensic audit investigation. We need to institute some other policies and procedures. That gives us the control to know what's happening. **Hardin:** Brian, the bottom line is there's a word and I used it last week. There hasn't been accountability and it's for the Village's own safety. And I don't think we could have learned a harder lesson than what I think we might be involved in here. So, when you asked about the safety forces. To me, of all the professions in a municipality, I would always feel comfortable with Police and Firemen. But that doesn't always work, I guess, I don't know. I think, I don't care whether it's safety forces or not. Those cards cannot be left without being returned within 24 hours of requesting them, and they have to be signed out. And when you say Police force, what do they need at night? **Howse:** They have hardly anything. **Thompson:** They need gas. **Matlock:** That's about it. **Thompson:** Yeah, the ones that I mentioned about the Police was for gas. **Williams:** If you gas all cars during the day, they shouldn't run out of gas by nightfall. When you're in during the office hours, you gas everything up during the day. Why would you need gas again at night? **Hardin:** And there is such a thing as a gas card, exclusively for gas. **Thompson:** That's all they got, is gas cards. **Howse:** They run the cars for 24 hours, so... **Hardin:** They do leave them running. **Howse:** They do leave them running... **Hardin:** So, they need a gas card. **Davis:** No, for example, Mr. Perry has some charges on your Amazon Marketplace things. **Thompson:** The Chief has a Huntington card but his Officers and him have a gas card as well. **Davis:** Where do they put the gas on? We don't have anything with gas. **Thompson:** He's puts it on the Sunoco card. **Howse:** Brian, It should just be you. And everybody else if they have a reason to use a card. You have to sign them out, the gas cards are understandable. **Davis:** Can we get a copy of the Sunoco bills? Because I only got Huntington and Sam's Club, I didn't even know there was a Sunoco gas card. (inaudible) that happened with the gas card with Sam's Club. You guys remember that? That was brought you, Tommy brought it to you guys. The Summer kids were using the gas for the Sam's Club. They were gassing up, and then two people would come behind them and they would gas their cars as well. They weren't employees... **Williams:** That's why I'm saying, just to say is for gas... **Howse:** Sam's Club closed the gas station, and not when they closed the gas station. Before, when they first started it, it used to be opened all hours. And they changed the hours because of that. **Matlock:** But it would be a time too that before... it should be protocol before they get out the car, they fill it up and turn it in. **Davis:** So, I need this Sunoco's and December's Huntington. **Nikolic:** Quick question, about executive screenings at UH and gym membership. I just think it might be easier to go through some of these questions. So tomorrow we don't have to spend so much time. So, if we if total expenses for that. Well, first of all, what type of executive screenings at UH? **Thompson:** I think they come out do blood test, check your cholesterol, etc. We've had a partnership with them, they come out do that. **Nikolic:** They come out and do the screening? **Thompson:** On site and do the screening and check your cholesterol and do some imagery. **Nikolic:** On site? Who? **Davis:** It used to be at UH. **Thompson:** I'm pretty sure they come out to the Community Center. **Davis:** They come out to blood test. **Nikolic:** So, is it at UH or, are they coming into this building to do screenings? Gym membership rebates, is this the rebate that you can get back if residents go? **Thompson:** Yes. **Nikolic:** Okay. **Thompson:** I have to see if UH is coming here, or at UH. **Davis:** What he just did for the Vitamin D, he had them come to the Community Center. **Thompson:** Okay. **Davis:** You have your regular screenings, ultrasound of your carotid. That was at the UH, but that was at the Bedford UH. So, I don't know for anybody who wants to sign up. **Nikolic:** For employees or just anybody in the village? **Davis:** Anybody in



the Village, but you have to have proof of residency. **Hardin:** And guess what? Those are excellent test. **Matlock:** Yes they are. **Williams:** Where is the Vitamin D being expensed to? **Thompson:** I think it's under seniors misc. **Nikolic:** Why did we only spend \$410? And why would we go from \$410 to \$5000, if the usage was only for \$410 in 2023? **Davis:** I think because he only did the blood test before the Vitamin D. Because we did that in December. **Hardin:** He had that the day we had your party. **Williams:** Question is, why would we then appropriate \$5000 for next year if we only used \$400 this year? **Hardin:** I'm sure it cost more than \$400 bucks what went on up there. **Thompson:** Yeah. **Nikolic:** Can Brian please respond. **Matlock:** There is a gym membership thing that they have for membership. **Thompson:** You have the gyms under in conjunction with that UH. I think we have a lot of them and one of the 101-7799 called healthy Oakwood, it's not here. That's probably why it has been low. Because the charges are probably going there instead of his department. **Nikolic:** Separate these out, the gym rebates. I do not know why they would be in the same line item. Because this, you would want to know how many people are accessing this. **Thompson:** I guess like healthy or something, separate the... **Nikolic:** Gym membership rebates and the executive screenings at UH. Because if we only spend \$410. We do not know if it is for health screenings, or is it for rebate? **Thompson:** \$410 would not be for screening. **Nikolic:** Ok it would be for the screening. Nobody got a rebate last year? **Thompson:** If they did it would be under Healthy Oakwood. **Nikolic:** Healthy Oakwood, is that a different line item? **Thompson:** It's under 401-7799, if you open up that book. **Nikolic:** Okay, I see it. **Thompson:** Fitness rebate, so it's a \$1,000. **Nikolic:** \$1,500? **Thompson:** That is what is projected for next year, I think. But looks like the rebate is for \$1,000. **Nikolic:** I see the \$1,500, so, recreation center, fitness rebate program. **Thompson:** We combined it in one place. Now if he wants it under his program... **Nikolic:** Is this the Mayor's budget or what? The twenty-two is part of what? **Thompson:** Oh, this is, our health and (inaudible) operational contract expenses. **Nikolic:** Where does it start? Twenty-two goes back to? **Thompson:** It starts on 21. **Nikolic:** And it's called various operational contracts? **Thompson:** Yeah it is, a portion of it is kind of health benefits subtotal. So, you got to go past that and then you go down to other different categories. **Nikolic:** Okay, so it starts with health benefits and then we flip over to. **Thompson:** The next page as a continuation. Do y'all like this flip on both page, or should I put them separately? **Hardin:** Front and back is good. **Thompson:** Okay. **Nikolic:** So, we keep going down, all right so I gotcha. But it's separate than the Mayor's budget? **Thompson:** Yes. **Nikolic:** So, this isn't the same thing? **Thompson:** It is, definitely on the rebates. So, we need to just put it in one place. Unless the rebates want to come here. He keeps the executive screening in his. Because those are two kind of separate functions. **Nikolic:** But if you're projecting... so there was \$1,000. **Thompson:** That was actually rebated in that line item. **Nikolic:** Right, but you only got \$400 here. **Thompson:** Yeah, which is probably just the screenings. **Nikolic:** Okay. **Thompson:** So, no rebates went under his line item. **Nikolic:** So yeah, if you could clean that up. So, we could be clear what is happening there. **Thompson:** Or at least keep the screening there for his budget. **Nikolic:** Yeah keep the screenings there. But I'm just saying clean it up so it's not combined. And so, if we're only spending \$400 on screenings, then this can be dropped to \$500. **Thompson:** Yeah, I mean that could fluctuate I guess depending on the level of participation you get. So, it would definitely go higher. **Nikolic:** Right, it could go higher but it wouldn't be \$5000. I would say like a thousand, I wouldn't put five. Because you already have \$1500 appropriated in Recreation for the rebates because you only spent \$1000 last year. **Thompson:** Right. **Nikolic:** So, I would budget at least \$1000 maybe. So, we don't have to go through it tomorrow with him. Because it probably, you know, would be too much. **Hardin:** Looking at the Mayor's budget, why wouldn't the Sam's Club catering be recreation? Or is that one of his projects? He looks at it more like a project or program. **Nikolic:** For senior enrichment, is there a fund for senior enrichment? **Thompson:** It kind of flipped from Sam's Club to Mount Zion. **Hardin:** He did what? **Thompson:** Flipped from Sam's Club, even though he isn't using the Sam's Club, we don't go in there anymore. We have it as other Mount Zion activities, so that where it will be taking place. **Hardin:** Oh, so that's how he's justifying the \$3,000? **Thompson:** Yeah. **Nikolic:** But these should be under senior enrichment. If these are specifically for seniors, are

they for seniors or no? **Thompson:** Not that, this is for the Sam's Club senior breakfast. This is just the catering for Sharon. **Nikolic:** No, I understand, but I'm asking you, is it for seniors? **Thompson:** I would say 80%-90% of people are seniors. **Nikolic:** Does it happen during the day? **Thompson:** Yeah. **Nikolic:** During the weekday? **Thompson:** Yes. **Nikolic:** Then it's for seniors, it should be a senior enrichment. **Matlock:** Can you answer this for me? What is considered miscellaneous contractual? **Thompson:** Oh, that's a line item always with Ms. Candace here. But they try to explain it out. So, he's got a cell phone bill. (inaudible) **Matlock:** Well I wanted to find out what that was. **Thompson:** Yeah, these ones accumulated at the bottom is just showing the details of the total. **Hardin:** Oh, I'm very serious, it's not too late. Because they haven't advertised it, she was going to announce tomorrow. These glasses, I'm serious, so does Council have a problem with that? **Matlock:** No, because you'll have people looking and they will get messed up. **Hardin:** I thought it was a safety factor. **Davis:** Also, you don't know if these guarantee that you won't get hurt? **Hardin:** And that's why I called back and I told her to check with the Law Department. To see if there's some liability in giving these out. So, we'll have the answer tomorrow if you want to do it. Because she was going to announce it Village wide to pick them up. **Matlock:** Depending on what the Law Director is saying, are they the correct UV ray. **Thompson:** Hopefully, she didn't order them. **Matlock:** Cause I don't want to get stuck with them. **Thompson:** I know she had a few, she had little hand... **Hardin:** Yeah, well those are like \$30... because I called her Friday, and she got got them. And I told her I'd pay them. Because she used that card and don't put nothing that Mrs. Hardin talked about on no card. So, I told her I would give her \$30 bucks for those. But back to... the Mayor was passing by her today when she and I were talking. And he thought it was a good idea. And that's when he said he wanted to order more. This came from him, but anything got my name on it in this Village. I don't want no parts, no crap. **Matlock:** About how many people you think would need? We can only use them for that eclipse, that's it. **Thompson:** Depends on how fast you can get the word out. **Davis:** It's the holiday weekend so you guys are going to be closed Friday, Saturday, and Sunday. **Hardin:** And they got all next week to pick them up too. **Davis:** No, it's Tuesday. **Hardin:** It's April 8<sup>th</sup>. **Davis:** And you guys are closed Friday for Good Friday? **Thompson:** We had no announcement that we're close. **Hardin:** April 8<sup>th</sup>, so they got time. I'm asking y'all seriously, do you want her to do it or not? The Mayor's doing that in his budget, but do you think it's a good idea? **Williams:** I think we just got to (inaudible). You already got it in motion right? **Hardin:** No, we can stop it. **Davis:** We're cutting all this budget, we're trying to cut things. And then we're going to (inaudible). **Nikolic:** I mean, in all fairness, we just had a big back and forth email exchanges. About classes for Council, to educate them to do their jobs, right? There was a lot of back and forth. About whether or not we should take classes to educate ourselves as representatives of the Village, a lot of back and forth. It's been mentioned a couple times about the fact that we went to NLC. That's for our professional development, right? So, I don't see we spent fifty, thirty, twenty thousand dollars for other people's education and personal development, correct? So, and I know for a fact that my classes were not the cost of these glasses. But if we're going to go back and forth about educational professional development for Council... Is this what we're doing? I'm asking. **Williams:** In all fairness, it was about all the costs. Because there was food, there were hotels, flights, there was a number of things. The issue also was we're not discussing things in time enough. For us to be able to think through them, talk through them, and come to a consensus. So that was a totality issue. However, I would agree, just expenses overall until we get control of the budget. But if you already set it in motion. **Hardin:** It doesn't matter, if it's \$1,000, I'll pay it. I don't want no problems with nothing with this Village. **Matlock:** I don't think we need that many. It depends on the cost of each unit. **Williams:** How do we get the word out that quickly to where people can take advantage. **Hardin:** It's April 8<sup>th</sup>, so you got a week and a half. **Williams:** I keep thinking it's Monday. **Hardin:** No, and the fact that other communities have closed their schools. And they are giving out the glasses, that's what made me think about it. **Nikolic:** So, there are other entities that are giving them out? **Hardin:** Oh yes. **Williams:** Yeah, there are libraries giving them out. **Hardin:** Yeah, I thought it would be something. And for the safety of those in the community. **Williams:** However, that encourages additional costs. Because

what...we got to drop flyers to tell people they are here? **Hardin:** No, she's putting it on the website. That's the best we could do. **Williams:** Okay. **Hardin:** But better yet, we can cancel. I'm serious, we don't have to go through that. Brian, tell her tomorrow cancel them if she can. **Matlock:** We don't have anything in here but Billy DiNado. **Nikolic:** There's a check for \$4,500, what is this... in the month of February, it's a check reclass. Where did this money go? **Thompson:** That Bill DiNado was initially for a dinner show. **Matlock:** That he's doing in November. **Thompson:** Yeah, but what happened Was one of those shows is canceled. So, it's allocated for economic development for when the Mayor meets with these companies. There's this film, I don't know if y'all seen it. **Matlock:** That he does on his Apple cellphone. **Thompson:** Oh, yeah. **Matlock:** So, we're going to pay him \$4,500 to film on an Apple cellphone? **Thompson:** Film and doing editing to the old then and now. **Matlock:** And all he's doing is putting a couple little clips in. **Thompson:** That's what he's doing, yes. **Hardin:** How much is it? **Matlock:** \$4,500, you don't even pay a professional person that kind of money. **Nikolic:** I saw the video; I saw exactly his editing software. I own a production company, I am a Editor. And trust me, what that video is. And I explained this to the Mayor after I saw it. Especially because... I'd like to know how much he's been paid to be completed up to now. **Matlock:** Tens of thousands of dollars. **Nikolic:** Because right now, what is this \$4500? **Thompson:** It's for economic development for editing that film? **Nikolic:** All right, well, what I would suggest is maybe we should have a Council view it. Maybe it's a good time to have Council. **Hardin:** He showed it in here. Something about a chicken doing something at the end... **Thompson:** No, we showed the old smokestack industries back in the day. And then he has to triumphal music showing new companies that would come in. So, every time there is something new, like Dunkin Donuts just came in. You got to go back and edit the film. McBee came here, got to go back and edit the film. **Williams:** Okay, I know it is late, two things. Brian we need to go through the entire, 2024, zero you gave us. Anything that says other supplies, other expenses, miscellaneous. We have to develop a better system than other, that's one. Two, I see a whole lot of cell phones for people that sit in offices. And I think we can start cutting... **Matlock:** Who has cellphones? **Davis:** Building Department, 3 employees... **Williams:** We need to know who all have cell phones and what their job description is. Because we need to make some assessments about it. To see if those cell phones are necessary. Cell phones are not cheap, and it doesn't look like they're really getting a group rate. Cause I know I pay about \$100 per month through Verizon. And it looks like they're paying about the same. So, if there's no group rate and you don't need a cell phone. Then you don't need a cell phone. **Thompson:** I know we negotiated those safety forces phones. **Davis:** Yeah, but we're talking like Building Department. **Williams:** The Building Department has four phones and there's like five of them. Why? **Davis:** They're sitting at their desk. **Nikolic:** They just need one phone, and if one of you is going out to do jobs. Take the Building Department... **Matlock:** You got to worry about it because they aren't going out. **Williams:** I mean, I would even say pushing it would be two phones. In case two of them have to go out. But, four and five phones, that's excessive. So, we need a listing of all who have cell phones and what their job description is. **Davis:** And what we're paying for them? **Thompson:** Do you actually need the bill or just a list? **Williams:** No, you can just give us a list. **Davis:** Are they all paying exactly the same amount for their coverage? **Thompson:** I'm sure Safety Force's is probably a little lower. **Davis:** I'm talking about all of our employees that have them. Because they're paying \$84... **Williams:** I mean I know our safety needs them. But the rest of these departments... **Matlock:** Who else have one? **Williams:** Service has them... I'm just wondering if all of them are out at the same time? Because if they're not all out at the same time, they don't all need them. **Matlock:** I could see the directors having them. **Thompson:** Yeah, you figure Tommy and Corey... **Matlock:** Yeah, I can see directors having them, but not like... **Thompson:** I don't know if Tommy calls them on 24-hour plowing. **Williams:** So, that's what I'm thinking because I know for my job I can get a call anytime, day or night. So, they pay for my cell phone bill for that reason. So, I'm thinking about service, and they have all these seasonal things so I could see them needing a phone. But are they all out at the same time? Like do they all need? **Hardin:** I mean, so the objective is to have a phone when you're working. And so, two phones being signed out is plenty. Because you have two people that never

leave the office on assigned inspection. **Davis:** That's the Time Warner bill, you're looking under service for the Time Warner. **Williams:** Is that (inaudible)? **Davis:** No, but they only have Tommy's cellphone. **Williams:** Is Time Warner \$4,000 per year? **Thompson:** Tommy uses that Time Warner, that's just the cellphone and Time Warner in that. **Williams:** If Time Warner is for weather it should be its own line. He uses that as equal as essential equipment, right? **Thompson:** No, it's just a contractual service. **Williams:** What I'm saying is he needs it to do the job of being in the Service Department, right? **Thompson:** Yeah. **Williams:** Because weather is important in Ohio. So, it should be a separate line item because then we can't see what their cellphone costs are. To see how many people have cell phones. We need to be able to see itemized costs more clearly in our budget. A lot of things are grouped together. **Thompson:** You may want the detail; I'll have to run the detail. But it's going to be a real thick report to see everything. **Williams:** We don't need you to run the detail. But if you separated them out in line items. Then we just knew Time Warner is X amount of dollars. Because that's all that Time Warner is, right? **Thompson:** Yeah, just a subscription fee every month. **Williams:** So, if it's something he's had for a while. Let's just do a Time Warner Cable weather report subscription line item that we can do separately. **Thompson:** Okay. **Williams:** It feels like things are being tucked in places. And we can't always determine what's tucked where and what exactly is labeled as what. **Thompson:** Yeah, I see what you're saying. Probably just get cleaned up over the years to kind of combine some of those. Instead of having like another ten lines, you know, segment out services like that. **Davis:** Yeah, cause Fire Department has a lot of cell phones. I mean, they have \$6,000 worth of cell phones. That's a lot of people, I know they have to have a couple cell phones. But I can't figure out... **Hardin:** Why do they have so many? **Davis:** I don't know. **Thompson:** I can check what may be included in there. They have an internet plans to access that Ipad they carry. **Davis:** Okay. **Thompson:** Let the doctor know I'm coming with a patient or something like that. So that might be the case, I'll check with Tapp. **Williams:** If that's under there and you have it labeled as cellular phone. The internet technically isn't a cell phone, right? So, then we're thinking this cost is super high for something that it's not actually for. So, maybe if we break that out into internet service for medical or something so that we know what that is. Because it looks like to me, it could also be in a few other places that we don't really... other expenses, equipment... **Thompson:** Well, see this one has single cell phone. While the other one had Time Warner cellphone. So, you just amassed a cell phone code across the board if they got it in their department. **Williams:** Yeah, so if there's internet in there. Then do the same thing that we did with service and break it out. I'm looking at this medical oxygen supplies maintenance smoke and CO detectors at \$26,000. **Thompson:** Medical oxygen, I'm sure they have to replenish those oxygen tanks on the fire trucks squads. Sometimes cots do go bad, and they're very expensive things. You know, the ones they drop down and bring you on a cots. And, the smoke and CO detectors, that's where we may be making the purchases we give out to the Village. **Hardin:** Can we go back for a minute regarding how you handle credit cards that you are aware that were misused. How did you say you dealt with it? You did what to them? You destroyed them or? **Thompson:** No, I destroyed Schade's cards, but these other ones are still active. Like for the Police Chief, Tommy has one for Home Depot, that whole list I gave you of who got the cards. When I said destroyed, I had gotten rid of Schade's. **Hardin:** Just that one? **Thompson:** Yeah. **Williams:** Sorry to be jumping around, we have a lot of work to do. In terms of when I look at wages and each of these departments. And us being able to align the job descriptions that we're asking for with those ranges. And also align that with the payroll register. Like we have to make sure all these numbers align with this projected number that you have now. So, I'm just giving you a heads up. We've got some extra work to do around that. **Thompson:** Okay. **Hardin:** Piggybacking on, what Councilwoman Williams just said. Until I guess... the 5%, these figures that you came up with, these percentages. It's based on what they're currently being paid. That's what you used right? **Thompson:** Yeah, the base wage. **Davis:** Building Department, you have the wages for Marinucci, Lillie, Debbie, Aaron, and a new hire digital clerk. Now, I thought we already had a digital clerk working for him? **Thompson:** Yeah that description would be somewhat old. She's been there a while. **Davis:** So, she's been there, okay. Because he did ask for another one when he talked to us.

That's why I wanted to make sure... **Thompson:** Another one? **Davis:** Yeah, he wants a second person. That's what he told us... **Thompson:** That digital clerk if still there but... **Davis:** So, I would like to know what their hours are, what they work. Because he's mentioned that they're all different hours. And he makes up his own schedule over there. **Williams:** They're supposed to now include their hours for the positions with those job descriptions for us. So, we have everything in one place. **Davis:** So, we will have that, or we don't? I haven't seen it. **Williams:** We don't have. **Thompson:** No, we don't have the hours. **Williams:** Job description to be included, the salary range, the current pay for that position, and the hours for that position. I think that was everything. **Davis:** I thought we did that, but I don't see it. **Thompson:** We can just change the digital clerk to say her name. **Davis:** Yeah, it just says new hire digital clerk. That's why I said he did talk about hiring another one. **Thompson:** Yeah, that's just old. **Davis:** The one that's been there? **Thompson:** Yeah, I'll just put her name in. **Davis:** But we never gave approval. I thought we only gave her so many months or one year. But still officially...so, she's full time? **Thompson:** Yeah, she came about a year and a half ago. **Williams:** It was supposed to be temporary. **Davis:** It was temporary thing back then when we voted on it. It was when I first came, when I first got voted in. **Williams:** It was supposed to be temporary. **Nikolic:** So, quick question about a couple things. So, the \$4,500 was paid, but it was reclassified to Billy DiNardo. **Thompson:** Yeah, because the Mayor canceled the show that he was supposed to show up to perform. **Nikolic:** In February? **Thompson:** Yeah, he got prepaid for any upcoming. **Nikolic:** Prepaid? **Thompson:** Yes. **Nikolic:** Typically, you get paid after or... **Thompson:** I mean some of these acts and stuff is like a prepayment. Then you pay them the rest when it is over. But he is not going to perform, so the Mayor reclassified as digital editing for the economic development. **Nikolic:** Okay, what I would like to request is to freeze any further payments to Billy DiNardo. Until we...because he's just strictly entertainment? **Williams:** I'm going to suggest that as we introduce an ordinance to have all any expenses approved by Council. No matter the amount, going forward for the time being. Until we're out of the special audit. We'll have to talk through a process and if everybody agrees. But I think we should do something like people should request what they need to spend for. Fill out a form, it gets to us, maybe on Friday we review after we've approved. Then a PO can be created. That way we have some level of control around exactly what's being spent within the Village. Because right now I just don't think we have that. **Nikolic:** And I agree with Councilperson Williams, and only reason why I say that is because if it is for economic development. We understand that a lot of these deals are coming to us. We don't have to solicit for our deals. And if this piece is a solicitation piece, a lot of our deals have come to us without having to solicit or show this video to anyone. So, we've been working on this video for a number of years. And having seen it, I suggest that we get the Mayor to show the rest of Council the video as well. I would like to suggest that going forward, until we do have a better handle on the budget. That we freeze that particular, because right now, he's doing deals, right? He's doing deals, we don't need to solicit deals. And if that piece is for soliciting economic development. We've never used it, because it hasn't been finished, right? So, to keep paying five grand a month or upwards of how much? This was \$4,500 we paid again. Or however much we pay, however much. But if this was reclassified to economic development, this \$4,500 was paid in February? **Thompson:** Yes, to DiNardo. **Nikolic:** For that video? **Thompson:** No, initially it was for his performance. He has some performances lined up in his contract. The Mayor had reviewed it and canceled one of the performances. So, he kind of reclass for some of the editing that he's doing an economic development film for those dollars. **Matlock:** Can we get our money back? **Thompson:** Moving forward though, you can take action for him. **Nikolic:** I'm trying not to take action for him. I'm trying to take action in a sense of making sure that our dollars are spent in the best interest of the Village. We are not targeting Billy, let's be clear about that. But he is entertainment, right? His sole function is entertainment and so if we scale back on things that are strictly entertainment. For the time being, is what I'm saying, because he's been paid \$4,500 already in February. **Matlock:** That's three shows. **Nikolic:** Right, I know, because I remember the unit band that was so outrageous. That I suggested for the swearing in was \$1,500 for a DJ and a band. **Williams:** \$1,500 for 5 people... **Matlock:** That's why I said that's 3 or 4 shows that you could be doing. Because

Hughes wasn't even that much, Williams wasn't even that much. **Thompson:** Are you guys doing that October Fest again out of your budget for 2024? **Williams:** Right now, we would like to but... **Matlock:** We would like to do something on the holiday. **Williams:** We have to discuss all this stuff because there's a lot that has to change within this budget. **Nikolic:** Because that \$4,500 could have gone to that. **Thompson:** Yeah. **Williams:** But the last thing that I have is you gave us a 2023 appropriations versus 2023 with the final expenses back in January. And there were about six areas that went over budget. I would like to see the details on how those particular funds went over the budget. I had requested them before. **Thompson:** I will take a look at it. With rubbish disposal, the problem is (inaudible) the fees we have with waste management. **Williams:** I know but we're under contract, right? **Thompson:** Yeah. **Williams:** So, I'm wondering how it went over \$11,000 from the contract. So, we got this at our January 23rd meeting. It's not here, I brought it with me. Because there are approximately 6 or 7 firms that went over what we appropriate for them in 2023. And I wanted the details surrounding why they went over. Just as we prepare for this year, to make sure that that doesn't happen. Some accounts went over \$11,000, one of them was over \$112,000. So, I just wanted some more detail. **Hardin:** Which account was that? **Williams:** I'm sorry, this is not from this meeting. But rubbish disposal went over by \$11,000, Mayor's Court went over by \$2,800. This is over what we appropriated for 2023. Health benefits went over \$102,000, our transfers out were \$57,000 over what we appropriated. Our capital 401 account was \$213,000 over, our senior center account was \$3,385 over. And I just wanted to look at exactly what went over. **Nikolic:** Oh, I just remember, in our last meeting regarding rubbish in the new waste management contract that we were reviewing the work session. Mrs. Hardin asked about the tipping fees. And the tipping fees are what we get when the other municipalities dump the garbage in our waste management?

**Thompson:** Yeah and Transfer station. **Nikolic:** How many municipalities are dumping?

**Thompson:** I'll have to check with Tommy and Vance from waste management to see. **Nikolic:** And I think you said that it's probably a wash, right? What we're getting and what we're paying?

**Thompson:** Yeah. **Nikolic:** So I think, I mean, I'm the environmental person. I think, we should do a kind of a fee study. To kind of look at all the fees across the board. Because I don't think it should be a wash. I think we should be getting a lot more for them bringing their garbage into a waste management station in my backyard. **Williams:** Or which is what I was going to say, I'm glad you brought it up. I didn't want to talk about it tonight. But our fees are going up quite a bit from the beginning of the contract to the end of the contract. I don't know if you review the old fees as compared to the new fee structure for the next five years. They're going up like \$1 to \$2 per year. And I remember when I first got here, we said something like our rates were lower or moved at a lower rate. They increased at a lower rate than other communities because they were here in our community. But it doesn't look like we actually have any benefit to that contract. So, I just wanted to flag that as well. **Nikolic:** Tommy made a mention in the last meeting. He kind of made a comparison. But my my point is, if we are looking at what we're paying in the fees we're getting in. If it's a wash, it should be like this, right? Just like he said we get a million from using the ambulance. I think we should be getting a lot of money from people sending their garbage over here. Because I haven't done any information about, you know, emissions, gases, all the stuff that's in the air. But there's a reason why they don't want it in their neighborhoods. And if we are going to be affected by it. I think we should look at these, everybody's raising their fees. When was the last time we raised our fees for doing that? **Davis:** You want to do 5% on wages, but we're giving them the same price that we're charging them. **Nikolic:** Exactly, we should do a fee study. Every fee that we are charging across the board. What is it? When was the last time that we raised it? And you know, because we need to start getting income coming in, you know. So, everybody's raising their rates. We need to make sure that we are as well. So, I don't know if we need to hire a consultant to do that. If that needs to be something we work in the budget. If that's something you can do. But I just wanted to put that out there. Because that was something we discussed about the waste management contract. And for me, that's important because all that garbage being processed right here. You know, there is some emissions and... **Davis:** There's smells... **Nikolic:** Yeah, it smells... **Davis:** Especially summertime. **Nikolic:** Yeah, there's a byproduct to that. So, it shouldn't be just as

tonnage, right. Because I'm assuming it's being charged for tonnage. There should be some health and safety factor factored into that. I don't know how you do that. But if anything, it should be increased based on inflation like everybody else. **Hardin:** Madam Chairperson I will not be (inaudible) this is too much. **Williams:** Is there any other thing? **Hardin:** So, the the biggie... **Thompson:** the glasses? **Hardin:** Yeah, I will take care of that first thing in the morning, I don't want to be frivolous. Back to the pay ordinances, when do you think you'll have those up there? It shouldn't be that hard, because now it's only 20 something employees in there and there in groups. **Thompson:** Well, you got the 20 employees, and your 60 something Firefighters. **Hardin:** So, their pay ordinances is by name for each one of them? **Williams:** There should be pay ordinance for Police, too. It should just be in the FOP, every everybody should have a pay ordinance. **Hardin:** Are you saying that each fire person has their own salary? **Thompson:** Yeah, it would be probably by job duties. So, if you're a lieutenant, captain or just a Fireman... **Hardin:** Right. **Thompson:** First class, second class, third class. **Hardin:** Right, that's what I'm saying, it's not by individual. **Thompson:** Yeah. **Hardin:** Okay it's by job assignment. So, it shouldn't be that difficult. **Thompson:** Yeah. **Williams:** You're talking about two different things. There actually is a pay schedule by job description. But then there's a pay ordinance for every employee; so, there's both. **Hardin:** I'm starting with the pay ordinance... **Thompson:** You said by name or just by job description? Because I've never seen it by name. **Williams:** So, when somebody starts the job, that's when they should have a pay ordinance. They're incoming, right? **Thompson:** Yeah. **Williams:** So, we have a lot of people that don't have that. **Thompson:** Like if you got Council Clerk and whoever is coming in. It should just say Council Clerk and a range. **Hardin:** That's what I'm saying. **Williams:** But if you're hired... **Thompson:** Not so much Tanya as a name... **Davis:** No, no name. **Williams:** But she does have one and it includes her name. Because when you first start it should include your name. The pay schedule does not include your name. Pay schedule should be by job description. And that is some of what we received. The salary ordinance is in our email. But the pay ordinance should be what everyone started. The fact that a lot of them are not done is why we have to go back and do that. Which is why we don't think it's normal right now. But they didn't get done. **Thompson:** No, we'll get the drafts together and make sure we got it tweaked how you want it. **Nikolic:** My question is, maybe I'm not understanding. But how can they update... I thought the issue was that we needed to approve the ranges. How can they update the ordinances without our approval? **Thompson:** No, it will come to you in an exhibit form. **Nikolic:** Oh, I see, you're going to update it and then submit for approval. **Thompson:** Yes. **Nikolic:** Gotcha, okay, I'm on board. **Matlock:** But should those ordinances have the pay raise added in to them this year before you do it? **Williams:** No. **Thompson:** You should probably set the range. **Williams:** (inaudible) affect the range. **Matlock:** Yeah, you would have to because if not, you're going to go back in. You're going to be just updating for each... **Thompson:** Each class of job. **Hardin:** Yeah, that's the first impact. **Williams:** That's what we want to have. Because that should be the procedure. So, we need them for where they are right now. **Hardin:** How long you think it'll take you to get that? **Thompson:** I got to go back and look at the template just to see. And then, I got to have communication with the directors. The biggest part is Police and Fire they are usually most of the employees. The Administrative at 22 shouldn't be so bad as he's always referring to. **Nikolic:** Well, if you needed to, you know, the Police has already gotten theirs. So, if you need to so we can analyze what needs to be done. If you start with the people who we need to look at, then you can leave Police. **Thompson:** Yeah, the Fire and Administrative support. **Hardin:** But Brian, let's go back to how this happened. After you get this squared up, and if I'm not mistaken. I'm hearing 2008, that would be your starting point there. And then you'd have to go back and pull all of the increases over the years. To get this year to start with. **Thompson:** Yeah, we'll start back, that eight was already the template. But of course, it have to be updated by department, position name, the range of pay. I'm sure it got some hours structured in there per person on the pay. And I mean, a lot of the Police as you said, we may not have to worry about. They always kind of had separate ordinances related to the FOP contract. **Hardin:** But we should never get this point again. Because going forward... **Thompson:** Well, we should do like a three year trajectory to at least put some ranges in place.

**Hardin:** No. **Williams:** No, that's what we want to prevent you from having. The ability to move within that. Until we all get on the same page, right. Because it seems like right now Administration and Council are not working in alignment with each other. That's what it seems like is happening. So, until we are all on the same page and moving in the same direction. We want that range to be for what it is right now. Then we can go back and amend that. Because that's how that this action should happen. It should be an amendment and not just you all being able to constantly increase within this range. **Thompson:** But the one that will create. We want to just take employees salaries as they are right now. Don't put a range, just show where it is now. **Hardin:** No, no, start right where you are now. That's the only way you'll get it accurate again. You have to be where they are now. **Thompson:** Right, but what if they are there now? Even if y'all did 1%, don't put a range? **Hardin:** Don't worry about that. **Williams:** The range you should have, should be the old range, the last. So, for instance, your last range was \$50,000 to \$70,000. **Hardin:** That's not going to do it today. **Williams:** That is what we want to see because we want to know what the last range was. So, we want to know where we are at. You're out of your range. But we want to know that that's where we were at. **Hardin:** But you got the right idea. You got to pull the last template used. Pull the legislation and use the old template. That'll make it easier on you okay. And then you want to know what that person not by name. What that position is making now. **Thompson:** Right. **Hardin:** And just stop right there and we can go from there. **Thompson:** Okay. **Hardin:** But once we pull through this. There has to be a procedure in place, every year pay ordinances should be updated by the Finance Department. **Thompson:** Okay. **Hardin:** Those ordinances should be maintained in your office. **Williams:** Which means when you update them, then we get it to approve the legislation. And that is how we know something is changing, right. So, we're never in this place again where you're asking for increase. And then we're saying, well what's everybody's base. We have that ordinance, that's been approved. That is how that should work. If Mrs. Hardin should leave. God forbid we all go to NLC or somewhere else and we're not here. What exists to tell the next person what to do? **Thompson:** Right. **Williams:** So, that's why this is because it has to live somewhere. It doesn't just live with us. You could leave tomorrow. Where is the information for the next person to pick it up and continue on. **Thompson:** Right. **Hardin:** And I'm going to say something. I'm going to find out what happened... **Thompson:** With what? **Hardin:** How we got to this, first of all, it started with assumptions. **Thompson:** I mean, we didn't update the ordinance. We did raises per the FOP contract. It just accumulates over the years without pay ordinance. And, you know, I came and brought the budget. Apparently, not the right process. We should have had the pay ordinances in place. And that's how it kind of just escalated to this point. **Hardin:** Okay, if you need help I think you need to contact the Law Department. **Thompson:** Oh, yeah, for sure. **Hardin:** And pull in help and work weekends because we need this ASAP. **Thompson:** Yeah. **Hardin:** This is not a good situation. **Williams:** And the last thing I want to make super, extremely clear in trying to work together. That means everybody is trying to work together. And I am the finance chair. So, when you get directives from Council people, we should all be copied. **Thompson:** What about individual requests? **Williams:** We all have the power as electeds to make individual requests. Yeah, but if you get an individual request. You should be bringing all of Council up to speed. So, should Council members. But if it's just so happen that somebody doesn't know what somebody else is doing. You are the Finance Director to communicate what is happening. **Thompson:** But I don't want to be chasing down everybody. **Williams:** You don't have to chase down everybody. If I request salary ordinances from you. When you send them to me, copy everyone. **Thompson:** So, you're saying take individual requests. But when you respond, give it to everybody. **Williams:** Everybody should have the same information. Maybe I need it, maybe I don't. Maybe I'll need it later. But if we all have the same information. That's how we get on the same page. **Hardin:** Especially now, I want you to know, we're all in this together. Just until this thing works out and beyond. This, isn't it, the politics be dire right now. We got to figure out how to decide how to get this in order. And it's not that difficult... **Thompson:** Well this will be the first big step. **Hardin:** It's a wakeup call. **Thompson:** Yeah. **Davis:** Do you need our receipt from that class we took? **Thompson:** I need it collectively so I can do a reimbursement for y'all. **Williams:**



Everyone all set? No more questions for tonight's finance meeting? So, we have a finance meeting next Monday. Will we have one tomorrow at six first, right? **Thompson:** Yeah. **Williams:** And we'll go through these budgets that we didn't go through tonight. **Thompson:** Yes, and then I was going to put together some special revenue budgets as well. **Williams:** Okay. **Thompson:** But you already got SCMR, so I'll follow through with the rest. **Williams:** So, then we have the April 1st finance meeting. You did get that notice that we'll have meetings every Monday? **Thompson:** Yes. **Williams:** Except for April 8<sup>th</sup>, and we'll start at 5 p.m. on April 9<sup>th</sup> and April 23<sup>rd</sup> to give us a little extra time. **Thompson:** And for budget to be passed, you don't want the 5%. You want two quarters, I'm still not sure, but I'll check. As a exhibit coming along the past. So, we've made our obligation by Friday. **Williams:** Correct. **Thompson:** But when would the meeting be to pass the budget? **Williams:** If you can have it tomorrow, we wouldn't need a special meeting, right? **Thompson:** No. **Williams:** I mean, because we're not doing anything extra. **Thompson:** The 25% I didn't have the raises in there. So, I could put another quarter on it. **Williams:** There's no raises, just another quarter. Which puts the ball back in your court. For us to review all the documents we've asked for and you to get them to us. So, by June 30<sup>th</sup>, we can actually take a look at whether we're doing increases. What they are, so on and so forth. **Thompson:** Okay. **Hardin:** And in you know what, in all fairness to the employees, let's let's have that talk. Because the message is going out and I don't blame them. You know, June, half the year is gone, you know. So, why am I not getting my raise. Without being political, I think they deserve an explanation. That it has nothing to do with whatever (inaudible). But there's information that we have to have to be in compliance. We cannot pass a budget until we have everything we need. **Thompson:** Yeah, because I don't want to keep coming in here just combative. I don't think it's good for anybody. **Hardin:** That's why we're doing this now. I don't want to be sitting here with Candace all the time. You know, going back and forth. So, I'm just looking... **Nikolic:** We'll get there. **Thompson:** Yeah, we'll get there. **Hardin:** But kind of share with the Mayor, this is the objective. And I don't know if this is appropriate. Council I want you to think about it. If any employee would like to meet with us, we'd be glad to to meet with them. This is no secret... **Thompson:** Right. **Hardin:** We plan to give a raise, but we have to know where we are; it's crucial. **Thompson:** Yeah, you got to know the numbers. **Davis:** With their paychecks or however you do it. Have a letter in there about that. That we cannot do the raises or anything until June 30<sup>th</sup>, and we have everything in compliance. **Williams:** We can amend the budget at any time. We do have to have all the information. I guess we can draft a letter from Council just to say... **Hardin:** I think we should, it's only fair. These people are just, you know, they have families. They are wondering what's going on. **Nikolic:** But because we have until June 31<sup>st</sup>. That's not to say that's how long it's going to take. **Hardin:** And let them know that it will be retroactive, okay. **Williams:** Yes, I think we need to be mindful of not making promises that we don't know if we can keep. We really do, and it's not that we're saying we're not going to. We're saying we need to look at all the numbers. That's it, period, point, blank. When you go out on that limb and start making promises that you may have to walk back on. That's when you put yourself in that position. **Hardin:** Absolutely, that's true. **Williams:** We are going to be fair, we are not trying to be unfair. But we need to know our numbers. **Hardin:** And I think that's the that's the message sent. We have to be fair and accountable. Those are the two words I'd like to go out to the... **Williams:** Accountable to our employees and our residents. **Hardin:** Yes. **Williams:** Because this money also serves our residents. **Hardin:** Most definitely, so, Mr. Finance Director or finance chair. If you want, I'll help draft the letter or all of us get together. And that letter should go out using those words. We're going to make certain that we are accountable to the community and to you and fair in our dealings. But the objective is now to get a full understanding of the finances, period. **Williams:** Okay, I... **Hardin:** That'll stop the rhetoric for a little bit. **Davis:** Yeah, at least for a little bit. I mean, just so they have something in their hands. **Nikolic:** It's not a crumb (inaudible) you know, we just need the space to work. Without pressure and moving in a methodical method. I think that's what we want to do. We want to move methodically; we want to move informed. And we just want to make sure that we do the right thing. **Thompson:** It's understandable. **Williams:** I did want to throw this back. It just puts a whole another level of how

you work. This is in your court because now, we are just trying to finish this, right. And we're going to fully expect to start 2025 budget going forward in August. September, right? We're going to be right back at it. So, you need to understand that this is a whole year intensive thing. Because we're going to get this thing right. And no, I don't want it to be arguments, but I'm not going to back down on us getting it right. Because now's the time to get it fresh, right. **Thompson:** Okay. **Nikolic:** And having said that, I saw proposed legislation. This was something that we saw in proposed ordinances. Something that came up in our OML class. I would like to propose an ordinance that says that we actually do get our finances by October, September. So, we can close out the books by December 31. I mean, so we're not talking in February. We can't have a dance for the for the babies for Valentine's Day because we don't know. I mean if we have an ordinance that says we get our finances by October. We can have a final budget by December 31st. There were some pros and cons stated. For example, when their budget is complete, they can get out to bidding first. **Davis:** Earlier. **Nikolic:** Earlier, and while he didn't say there were tons. But just so we can free up our right resources to focus on other things for the Village. We don't want the totality of our resources and brain power consumed by this in the beginning of the year. When we could be looking at other things in other ways to enrich the Village. So, I mean, it's a potential ordinance... **Williams:** And I just add it to it and that's why I started this list. Because we do have a lot of ordinances we need to put in place. And so, feel free to just add to it as we talk. And then at some point we'll start getting to them. **Hardin:** Madam Chair, you are keeping a list of things you have. Are they on? Are we together? Do you have the same thing she has on her list that we've been waiting on? Maybe you're keeping a list... **Nikolic:** Mines were requests. **Williams:** I can work off the same document it doesn't matter. **Hardin:** Okay, I just want to make sure that we're talking apples and apples here. **Nikolic:** Right, these I thought these were potential ordinances relating to finance. **Williams:** Yes they are. **Hardin:** That's why I was just... If you have anything related to finance. So, we are all on the same page so we can keep this going. Because we've really got some great momentum going now. **Williams:** Do we have the document? Do I have access to it? **Nikolic:** Tanya, so this was the last thing with that. When I met with her in her office. She said that in order for her to update it. She has to go through the minutes to make sure she has everything. So, I told her there was no pressure to give it to us in this round. But when she goes through the minutes, she that's how she's updating it. And of course, we can send stuff to her and say, here, put this in, drop this in. I asked you to do a Google Sheet so we could do it. But she said that there was no way, that that isn't proper. Because it isn't a village... **Williams:** (inaudible) can't work with Google. **Nikolic:** Right, so maybe talk to her. As a way for us to be able to individually add our request. To take some of that workload off of her. But for now, she's the only one that has access to it. And I don't know if it's a good idea if too many people put stuff in there. So, I just leave it with her and let her update it. Or we can talk about how we can enter it or find a system when she circulates it. **Williams:** I'll find out because it would be helpful if it was all in one place. **Thompson:** I had Jim put together legislation as well. I might as well bring it up now briefly, I know it's late. But, when they did like the audit on the CARES. They had to give them all these vouchers when there were some things they deemed it wasn't eligible to buy. So, they've had several communities that have had this problem. So, what they're doing is, they are saying. If you take the expenses that were deemed it wasn't eligible. We'll let you swap the expenses to show that you paid for police and fire for the amount that you use, that they're ineligible. So, they gave me a template of the legislation. And I have Jim review, it's in his court right now. To put together the legislation, saying, okay, you spent this much. We'll let you swap it if you give us the ledgers for Police and Fire. And no harm, no foul, so that's coming down the pike to you. **Hardin:** I'm so lost. **Thompson:** But I just had to bring it to your attention. **Williams:** I mean, you could send that to us in writing where they're allowing that permissible use. CARES Act was in 2021 when Covid first happened. **Hardin:** Got it. **Williams:** It was the funds that they released. But CARES Act moneys had to be expended by, I think, September 20th. **Thompson:** We expended them but when he did that audit it was some things that (inaudible). A lot of communities are having this problem, he explained it to me. He said, well, we're doing if they spent something, we let them swap it. If you prove that you paid your Police and Fire that was responding for a

Safety. **Williams:** CARES Act funds were very restrictive. ARPA funds were broader. You had to spend CARES Act exactly how they told you. **Hardin:** I recall **Williams:** ARPA was created to be kind of like a catch all. **Hardin:** Right, but can I be real upfront? **Thompson:** Yeah. **Hardin:** I asked the Mayor when we were spending money. When we made the serenity spot at Mount Zion. Is that a part of that? **Thompson:** No. **Hardin:** Okay. **Thompson:** It was more related to me buying a financial system. I bought it, I tried to explain it to him. We had been like 30 years with this old system. It was becoming unsupportive. So, since they had all our information, I kind of just upgraded to this new VIP. Including the pay roll module. So, when they looked at it, they said it was an ineligible. But they say this is what we're doing with communities. If you have Council, pass legislation in this form saying, okay, we know we didn't spend this properly, we'll let you swap it. If you prove to us that you paid your Police and Fire for your amount, and that's what they want me to do. So, I gave the template to Jim, he's crafting it, for us. And we will have that in work session. **Hardin:** Okay, well, just like we're going to work with you. Because nobody is trying to do anything dishonest. **Thompson:** Right. **Hardin:** If we can help each other be compliant, that's the objective. **Thompson:** Okay. **Hardin:** Nobody is throwing you under the bus, and I don't expect you to do us that way. **Davis:** The projects, are we voting on that tomorrow? Are they going to be in legislation? All those projects that we had today? **Thompson:** I think his projects are going to be forthcoming and legislation form. **Davis:** That's what I wondered. **Thompson:** But I showed you that 201, you can accomplish all of those projects. **Hardin:** And we can afford to do so? **Matlock:** We can afford to do this project? **Thompson:** Yeah, you can get through it. **Hardin:** Oh, money, our Clerk needs a system. To come out of the stone age and into the 21st century with our minutes. But to accomplish that, she stated there's equipment she needs to buy. **Thompson:** Yeah. **Hardin:** Could you get the price out the computer and whatever the software is? **Thompson:** She went and got the quotes and everything? **Hardin:** I'm pretty sure. **Williams:** We'd need a report on that. **Thompson:** When I talk to Tanya, she kind of knows what she needs. And she knows the program she's looking at? **Williams:** Yes. **Thompson:** Okay, then when we buy something like that, it's under Council's budget? **Williams:** it will have to be, it's ours. **Hardin:** I want to price it so it doesn't waste so much time. **Williams:** Thank you for reminding me, something separately. I want us to go a step further with this cash that we're dropping. Because the state auditors clearly said that it was a bit unorthodox and asked us to create the legislation. I talked to Carlean Perez today. And I told her that I thought there needed to be an extra step of when people are coming to bring the egg to get the cash. There should be some type of sign out sheet that money is transferring from one hand to the next. So maybe just a last name of street address. A signature or Yes. I'm also a villager. Something needs to happen so that we can track it. We're not tracking that money. We're essentially saying, yes, we legislate you to drop \$1,000 from a plane. But we don't know who is going to, or if the egg drop is even happening, essentially. What we think is happening, but we need documentation to show how it happened and who it happened with. **Thompson:** So, sign in sheet, they would come and get the money from Carlean. Maybe their address... **Hardin:** Can I say one more thing? Apparently this is quite unorthodox or something. Because every year that this happens, we have to get an act of Congress. So, why are you putting money in it? Put some candy or something. **Williams:** Yeah, we may need to... **Thompson:** Last year for money and (inaudible). **Williams:** How much is the helicopter? **Nikolic:** \$1,500. **Williams:** Yeah, we could do something that's less, red flag? **Hardin:** As a matter of fact, talk to the Mayor. And let him know that I'm not forth putting the money in here. That's crazy. **Williams:** But it's also a safety risk because Carlean talks about older kids running over bigger kids trying to get to the money. **Hardin:** It's candy and it's fun, I'm glad you brought it up. I'm not putting money in an Easter egg. (inaudible) **Thompson:** They didn't get the money yet; I usually have to go to the bank. I get these denominations for \$1,000. **Davis:** I got two fliers; one I got in my mailbox. Does not list the money. And the first one that I got from as from Carlean when she passed them about at our meeting had the money on it. So, is it not money? **Thompson:** There is going to be money, but they didn't want to advertise that the \$1,000. **Davis:** Well, maybe we don't need it. (inaudible). Because it doesn't have that. **Hardin:** Well, she said she's not going to put money on it on the fliers, but. **Matlock:** Why would you put

money in there you already getting a helicopter and candy. That's an extra \$1,000 for what?

**Williams:** You want to finish this conversation tomorrow? **Davis:** Yes. **Hardin:** We are going to do better than that. We'll tell them tomorrow; we're not putting no money in no easter egg.

**Williams:** May I have a motion to adjourn?

Motion to adjourn made by Davis seconded by Nikolic

YES VOTE: Nikolic, Hardin, Matlock, Davis, Williams

MOTION PASSED

Adjourned at 11:29 p.m.

Approved \_\_\_\_\_

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

\_\_\_\_\_  
Erica Nikolic, President of Council

**VILLAGE OF OAKWOOD  
RECORDS COMMISSION MEETING MINUTES  
2024-8-27**

**ATTENDANCE**

Erica Nikolic, President  
James Climer, Law Director  
Tanya Joseph, Clerk of Council

**ABSENT**

Johnnie Warren, President Pro-Tem	Gary V Gottschalk, Mayor
Eloise Hardin, Ward 2	Tom Haba, Service Director
Paggie Matlock, Ward 3	Daniel Marinucci, Chief Bldg. Official
Mary Davis, Ward 4	Dave Tapp, Fire Department
Taunya Scruggs, Ward 1	Brian Thompson, Finance Director
Candace Williams, Ward 5	Carlean Perez – Recreation Director
Matt Jones, Village Engineer	Ross Cirincione, Prosecutor
Mark Garratt, Police Department	

\*Arrived after roll call

All attendees are members of the Records Commission

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Meeting opened at 5:04pm by Joseph

Roll Call taken

**Joseph:** We are calling the August 27th Records Commission meeting to order. It is now 5:04, and we're just going to go straight into roll call. Next agenda item is to discuss items that are for review to be destroyed. I sent out disclosure request forms to all of the department heads. And it appears that only the police department and the clerk of council has records that need to be reviewed for destruction. So, in front of you, I have the RC-3 forms, which is the certificate of records disposal form that lists out what they intend to destroy, the type of media it is, and the years that it's going to range from. In addition to that, I have the RC-2 forms in front of you. And that form basically tells you what kind of records a department should have kept and when they are allowed to dispose of those records. So, if you want to take some time and review that and compare it to the listings. From my review based on the RC-2 forms, the police department and the council clerk, records can be disposed of. So, I will let you guys review and then we can have a motion to approve. **Nikolic:** I have a question, so I understand the difference. So, we have two forms RC-3 and RC-2 is a record of what is to be disposed, correct? **Joseph:** Correct. **Nikolic:** Okay. Now first looking at the police department document. It's one page, and column five says inclusive dates of records. So, does this indicate the date time frame that the records are supposed to be kept? **Joseph:** That's the time frame from when the records started, and like, when anything with it ended if that makes sense. Like the duration of that record. So that accident report stemming from January of 2019, and it was over with, I guess, by December 2019, so that times has passed. **Nikolic:** Okay. What are the specifications of how long accident reports are supposed to be kept? **Joseph:** That's what the RC-2 form is. **Nikolic:** Okay. **Joseph:** You look at that RC two form. **Nikolic:** Is that one of these? **Joseph:** Yeah. So, if you go to this, second page, this page right here it'll tell you which department it's from. **Nikolic:** Okay, I see there are **Climer:** I think there are 4 accident reports about the fifth page. **Nikolic:** Okay. I just I just have to get acclimated with these documents because I've never seen them before. I don't know how the information is kept, so. **Joseph:** You're fine. **Nikolic:** I am looking okay, so I see RC 2 **Joseph:** So, if you go down to column four, accident, arrest, complaints, and tickets that should be the one, two, three the third page on the left-hand side. **Nikolic:** Okay. **Joseph:** The first part is paper electronics three years. This is how long it's kept; it can be Microsoft Word, Excel, PDFs, photos, or video files. So, this was from since 2019. This accident report. It is now 2024. So, three years have passed, so they are eligible to have those

records destroyed **Nikolic:** Okay, let me have do you have a pen? **Joseph:** yeah, but that's it doesn't work. **Nikolic:** okay and all right so tow slips? Do does this does RC-3 tell us where these documents can be found and found in RC-2? **Joseph:** No. You have to just go thru and figure it out yourself. **Nikolic:** Figure it out yourself. Okay. So, do you know where tow slips might be? Or what they are? Tow slips. Oh, records of towing. probably. **Joseph:** So, it'll be right above in section three where you were for the accident report so that last column where it says vehicle intake disposition records to include tow slips, impound, release information, photos, auction information, junk and vehicle information. Paper, electronics that three years after the sell or other depositions. That ended well one in 2017, 2018 and 2019. So those satisfied the three years as well. **Nikolic:** Okay, can we just keep down the line? **Joseph:** Yeah you just. **Nikolic:** Records requests. Ok general and administrative records. Do you? Do you know who the requests are from? Records requested is it from? Are these, like, **Joseph:** people who **Nikolic:** freedom of information **Joseph:** police department. **Nikolic:** So, like, general, anybody can request it. So that would be, I guess, administrative. Yeah, it wouldn't be investigations. **Joseph:** I guess it would probably be under, incident records or reports. So perhaps the under general and administrative, that first page, that last box where it says surveys, questionnaires, information, inquiries, or responses. **Joseph:** yeah that would make sense. **Nikolic:** Okay, so that would be one year that's one year. And these other 2 are three years, right? **Joseph:** Right. **Nikolic:** Gas receipts. **Climer:** I think it's on the second page one year. **Nikolic:** Oh, I got it. Okay. Okay. Daily shift assignments. **Joseph:** then I will fill in on the first page. **Nikolic:** The first box? **Joseph:** Yeah, like write them in. Either monthly or weekly. We go in either one of those or daily there it goes. Daily activity reports or logs and worksheets that's two years. Violence reports cases. **Nikolic:** So, are we to assume this is activity of the public or the police, or is this is everyone? **Joseph:** of the police department **Nikolic:** No. I mean, in terms of activity or **Joseph:** what kind of activities **Nikolic:** if it's incidents versus the. **Joseph:** well, it's daily shift assignments, **Nikolic:** right. **Joseph:** So, it would be for the officers. **Nikolic:** But I mean, these categories, they don't necessarily specify. Right? Or should we use it because it says annual activity reports, logs, worksheets produce from daily, weekly, monthly reporting. Right? So, is that shift assignments? Would that be a report? That's more of a detailing of their that's more like administrative stuff. I'm not sure if these are reports that they're taking out in the field versus. **Joseph:** Right. **Nikolic:** you know, basic checking in time clock type, you know, HR type documents. **Joseph:** I think assignments would fall under that activity report that daily activity report because you would just be reporting whatever your assignments was for that day. And then even if you look at the first box and annual activity reports, logs and worksheets logs produced from daily, weekly, monthly reporting, it falls somewhere in that section. **Nikolic:** Okay. So, look at the second page where it says personnel, assignment, rosters and or schedules daily weekly or monthly, the second page towards the bottom. **Joseph:** updates and records? **Nikolic:** Right? Do you see that? Law director **Climer:** **Climer:** I'm sorry. Okay. **Nikolic:** Personnel assignment. Rosters and or schedules, daily, weekly, or monthly. **Climer:** yeah, I think that that would include shift assignments. **Nikolic:** I think that would include daily shift assignments as it's referring specifically to personnel. **Joseph:** So that's three years. **Nikolic:** Okay. **Joseph:** So still satisfies. And domestic violence reports. Is it specified here? Do you know? **Climer:** That's what I was looking for. **Nikolic:** I see the section on arrests, complaints, accidents. Would it be incident reports not covered or investigations? Child abuse, homicide rate? **Climer:** We don't think it's in there. I think it would be crime or criminal reports, felonies, and misdemeanors. **Joseph:** Thats what I was thinking. **Climer:** Which would be six and two years. **Joseph:** Six provided no action, no actions pending, for felonies and misdemeanors **Nikolic:** So, this number is schedule number. Does that indicate whether it's a felony or what level of schedule number. What does that mean? **Joseph:** No. But actually, I think if we look at this is kind of telling. Those sections of, you know, a lot of traction, **Nikolic:** right? That's what I was asking. So, this one? I don't even see. **Joseph:** it's specified by DV. I would just assume (inaudible) **Nikolic:** Director **Climer:**, what do you think? **Climer:** I have some thoughts on various things. Should we finish going through? **Nikolic:** then double back? **Nikolic:** Okay. Vehicle impound sheets. **Climer:** I think that would be...**Joseph:** so that's the

bottom of three property and evidence? **Climer:** Yeah, three years **Joseph:** and vehicle intake and disposition record? **Nikolic:** Right. **Joseph:** three years **Climer:** I think crime reports again would probably be criminal reports, felonies and misdemeanors which are just six and two years. **Nikolic:** So, both of these would fall within that, right? **Climer:** Correct. **Nikolic:** Regardless of felony or misdemeanor crime. **Climer:** Correct. **Nikolic:** Okay. **Climer:** Can I give some observations? **Joseph:** Yes. **Climer:** So, I think accident reports January to December 21 are not necessarily yet eligible for disposal. **Joseph:** You said accident report January? **Climer:** January to December 21. **Joseph:** Okay. **Climer:** Because some of them would still be less than three years. I would request that records requests, all three of those be held for the moment, because I had a request from the auditors that may entail some of those. **Joseph:** Okay. **Climer:** The daily shift assignments. January to December of 21 I think or not yet necessarily expired, and domestic violence reports all three of those are not yet necessarily expired. **Nikolic:** Based on whether or not they're criminal felonies are misdemeanors 6 or 2 years? **Climer:** Yes. **Joseph:** So, any further investigation? **Climer:** We need to know if they're talking felony or misdemeanor or both. **Nikolic:** okay, so right, so in the future, I guess we do need more detail. Is this the? this is a standard form, though right? Okay. So I guess it would help unless the schedule number. This isn't telling us where to go, is it this PD? This is some other personnel personal record. **Joseph:** I thought it did, but no it doesn't. **Nikolic:** Okay, you can...so..I agree with Law Director Climber's observations, I have nothing to add. **Joseph:** All right. So, then we can take a look at the council clerk's records. **Nikolic:** Is this your form? **Joseph:** Yes. **Nikolic:** RC-3? **Joseph:** So, there's audio recording of minutes from 2018 to 2021. It's just one year until that is transcribed into a hardcopy printout. **Nikolic:** Can you show us where we are on the paper? **Joseph:** Oh, I'm sorry. Go to the new, go over to the council's RC-2 form so, do we have the time, or is this council proceedings? you see audio recordings? **Nikolic:** Okay, so one year until transcribed onto hard copy? So, you requesting audio recording minutes of? **Joseph:** January from January of 2018 to December of 2021 to be destroyed. **Nikolic:** Why do you have written electronic written paper under audio? Is it audio or is? **Joseph:** You have to listen to the track media is, that the record. The record is that's being retained. **Nikolic:** okay. **Joseph:** So, because we've transcribed it. And that the minutes, the paper copies are being kept, but the audio itself is being destroyed. **Nikolic:** Okay, so if any other in any other column, if it's kept in any other type of media, this content will let us know. **Joseph:** Yes ma'am. **Nikolic:** So, we have the audio recording which is also kept electronically and on paper. **Joseph:** Yes ma'am. **Nikolic:** Okay. **Joseph:** so that's the website and our books **Nikolic:** okay and **Joseph:** you access the council member files; we have the only thing you would keep from those is directors of any activities or correspondence they may have had. But we just had Pat Rogers, files she left in 2021 of November. She was from 1990 to 2021. Mildred Tabor left since 2015 that's from 1992 to 2015, and then Anthony Akins, he left in 21, and that was from 2000 to 2021. Go ahead. **Nikolic:** I'm sorry to interrupt you, but would you include that on the sheet? The names of the council members that would, would have had their documents destroyed? I think that would be helpful for recordkeeping purposes. **Joseph:** Their name is on here. **Nikolic:** I don't see it. **Joseph:** Yeah, if you look, it says by the dots by the bullet points that Pat Rogers left office in November 2021. **Nikolic:** Oh, gotcha I'm still in other media type records. Thank you. Thank you. Okay. Gotcha. All right, so this is I'm with you now go ahead. **Joseph:** Okay, so those, since they're already out there and at their terms, as I was speaking with the law director as well, the Ohio Historical Society can kind of let us know, you know, if, if they want to appraise it for historical value or anything like that. But other than that, they're no longer in office, so it's ready to be destroyed, and then we have the youth council applications and slips. The reason those are ready to go is because we no longer have the youth council. That's no longer so all of those records can be destroyed. **Nikolic:** If there was any thought to start it back up again, would there be a need to keep that? Would you need to confirm with council whether or not that was something they would keep up in the future, and if they decided to within the next year or two. Would we still then destroy the records. **Joseph:** I mean, if you want me to hold on to but we have records from 2015 and 2021 there's really no reason to keep it because as you look on the last page of the things just no longer exist. **Nikolic:** Say it again. Where are we? **Joseph:** On. The last page of

the RC-2 form? At the bottom. All the youth council stuff there's just lines through it because it just no longer exists. **Climer:** But, but we're only considering applications which is one year. Right? **Joseph:** Right. Yeah. Technically applications and, you know, any. Permission slips for any trips that they went to. **Nikolic:** Okay. Completed applications from the members who were in attendance at that time. **Joseph:** Yeah. **Nikolic:** So, there would be no specific relevance if the council was to continue if? **Joseph:** Yeah, not if you wanted to bring it back up this is just okay. **Nikolic:** I think. Yeah. I'm glad. Thank you for pointing that out Law Director Climer, because my question was really regarding, is it if there was anything in those documents that might be useful but as an application. No. **Joseph:** Yeah, not completely wiping it out, but just the unnecessary portions of it. **Nikolic:** And what was that term? **Joseph:** pardon me? **Nikolic:** What was the term of destruction for that one year? **Climer:** One year **Nikolic:** One Year? **Joseph:** One year. **Nikolic:** Okay. **Joseph:** And then until no longer needed for the youth slips, it's no longer needed. **Nikolic:** I'm sorry. Can you point me to the no longer needed? **Joseph:** Yeah, so where it says youth council permission slips created to give parents and guardians, so it will be 1, 2, 3, it'll be the 4th box from the bottom. **Nikolic:** Okay, I see it. **Joseph:** and that UNLAN stands for until no longer administratively needed. **Nikolic:** Okay. Okay **Joseph:** So, with that being said If the police retention can act upon their request of the police department and the council clerk for the records that can be disposed of? **Climer:** I think we should treat them separately, actually. **Joseph:** Well, yeah, I was going to speak on them separately. That wasn't the motion yet. **Climer:** Gotcha. **Joseph:** I was just asking if you have anything else that you want to add to that, we can go ahead and move forward with it? And if there's nothing else to add... Motion to accept the RC three form of the police department for record destruction of tow slips from January 2017 to January I mean to December of 2019? Record request from January 2019 to December of 2021. Gas receipts from January 2017 to January to December of 2019. Daily shift assignments from January of 2020 to December of 2021, and vehicle impound sheet from. **Nikolic:** I think the daily shift assignments was one he said was not going to be? **Joseph:** That was the DV reports I thought? **Climer:** And there were. **Nikolic:** The daily shift assignment categories. **Climer:** I have four categories of things that I think they're in issue with. **Joseph:** I see what you're saying it was just one of them. **Nikolic:** So yeah. **Joseph:** Just in January to December of 2020 daily shift assignments would be destroyed. Not the one for 2021, and then crime report from January 2012 to December of 2013. **Climer:** I'd like to move to amend the motion that we approve the police department RC-3 with the exception of accident reports from January to December of 21. The exception of records all three years of records requests, and with the exception of daily shift assignments through January to December of 21, and all three lines of domestic violence reports. **Nikolic:** I make the motion. **Climer:** Second. **Joseph:** Ok. All righty. So. Mr. Climer? **Climer:** Yes. Joseph: Ms. Nikolic?. Yes. **Joseph:** And then I do I vote in this? **Nikolic:** Yes. **Climer:** I think you do. **Joseph:** Motion passed. Police departments. Okay, and then may I have a motion to approve the Council Clerk items 3, 4 for record destruction for audio recording of minutes from 20...January 2018 to December 2021, council member files Pat Rogers from 1990 to 2021. Councilperson Mildred Tabor from 1992 to 2015, and Councilperson Anthony Akins from 2000 to 2021. Additionally, the Youth Council completed applications from 2015 to July of 2021 and the Youth Council permission slips from 2015 of December to July 2021. **Nikolic:** Law Director Climer, was it? Was it determined whether or not those records of council members would have any historical value? **Climer:** My understanding is that they are offered to the historical society, and it gives it the thumbs up or thumbs down. **Nikolic:** Okay, so will we be destroying them now? Have we gotten a determination from the historical society? **Joseph:** I have send it to them. After we approve. I have to send it to them for them to approve. Then the state auditors have to approve and then they'll get it back to me and let me know if we can destroy it. **Nikolic:** Okay, so, we approve to destroy them first? **Joseph:** Yes. They go to us, then the Ohio Historical Society. **Nikolic:** Okay **Joseph:** and then the auditors the State Auditors. **Nikolic:** Okay. So. Okay. All right. I was just thinking that I was it was my understanding that maybe they would have to do it first, but I got it now. Okay. **Climer:** It's like



we're proposing to destroy them. They get to look at them if there's any historical value and if they don't want we can destroy. **Nikolic:** Okay. **Joseph:** So, they'll just let us know. **Nikolic:** Okay.

Motion to adjourn made by Climer seconded by Nikolic

YES VOTE: Nikolic, Climer, Joseph

MOTION PASSED

Adjourned at 5:33 p.m.

Approved \_\_\_\_\_

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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Erica Nikolic, President of Council