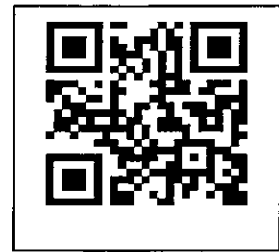


VILLAGE OF OAKWOOD
WORK SESSION
October 8th, 2024
6:00 p.m.
AGENDA



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 CREtelligent AND DECLARING AN EMERGENCY
- 2024-WS-12 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT FOR BUILDING INSPECTION SERVICES WITH 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-40 AN EMERGENCY ORDINANCE REAFFIRMING THE PROHIBITIONS AGAINST DISCHARGING, IGNITING OR EXPLODING FIREWORKS IN THE VILLAGE OF OAKWOOD AS SET FORTH IN CHAPTER 1519 OF THE CODIFIED ORDINANCES OF THE VILLAGE NOTWITHSTANDING THE PROVISIONS OF H.B. 172.
- 2024-WS-41 AN ORDINANCE AUTHORIZING THE ACQUISITION OF TWO POLICE VEHICLES AND ACCESSORY EQUIPMENT FOR USE IN THE POLICE DEPARTMENT FROM THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PURCHASING AND DECLARING AN EMERGENCY
- 2024-WS-42 A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND DECLARING AN EMERGENCY

- | | |
|------------------------------|---------|
| Municipal Complex | Hardin |
| Disaster Recovery Plan | Hardin |
| Human Resources | Hardin |
| Five Year Plan | Hardin |
| Requisition Approval Process | Nikolic |
| Recreation Budget & Events | Nikolic |
5. Matters Deemed Appropriate
 6. Adjournment

**VILLAGE OF OAKWOOD
COUNCIL MEETING
October 8th, 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 26th, 2024, Council Meeting Minutes
 September 28th, 2024, Special 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

****Reconsideration of Ordinance 2024-107 Pursuant to Charter Section 8.02(C) Following Mayoral Veto**

2024-107	A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE
Introduced by	AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION
Council as a	AND DECLARING AN EMERGENCY
Whole	
1 st read 9-21-24	
2 nd read 9-24-24	
3 rd read 9-28-24	
Vetoed by Mayor 9-30-24	

2024-123

Introduced by

Council as a

Whole

1st read 9-21-24

2nd read 10/8/24

**AN EMERGENCY ORDINANCE REQUIRING USE OF A TIME CLOCK FOR ALL
EMPLOYEES AND DECLARING AN EMERGENCY**

11. 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

January 8, 2024

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

Via email: 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 Nikolijc 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 at 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

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

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

This budget includes the following assumptions:

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

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

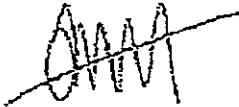
SCHEDULE

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

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

Regards,

CRETELLIGENT



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

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

Authorization to Proceed:
Please sign below and include appropriate contact information.

_____	_____
(Client or Authorized Client Representative)	Date
_____	_____
Printed Name	Title

Billing Contact Information:

Contact Name _____

Company Name _____

Address _____

City, State, Zip _____

Phone Number _____

Fax Number _____

Email Address _____

Proposal
Preliminary Assessment
Environmental Conditions
Wright Ave, Oakwood Village

APPROVED AS TO LEGAL FORM

James A. Climer, Law Director

CREtelligent
General Conditions

1.0 BILLING

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

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

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

2.0 WARRANTY AND LIABILITY

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

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

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

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

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

3.0 GOVERNING LAW:

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

ORDINANCE NO. 2024-WS-12

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT FOR BUILDING INSPECTION SERVICES WITH SAFEbuilt 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**

EXHIBIT "A"

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

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

RECITALS AND REPRESENTATIONS

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

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

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

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

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

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

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

SAFEbuilt Ohio, LLC

Village of Oakwood, Ohio

By: _____

By: _____

Name: Matthew K. Causley

Name: _____

Title: Chief Operating Officer

Title: _____

Date: _____

Date: _____

2021 EXHIBIT A -- LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Building, Electrical, Plumbing, and Mechanical Inspection Services

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

Reporting Services

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

2. MUNICIPAL OBLIGATIONS

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

3. TIME OF PERFORMANCE

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

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

4. FEE SCHEDULE

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

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

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@mrmlaw.com

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt, LLC

444 North Cleveland, Suite 444
Loveland, CO 80537
Email: 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			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	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

EXPEDITED PLAN REVIEW TURNAROUND TIMES	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:

Service Fee Schedule:	STANDARD HOURLY RATE*
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: _____

<u>COMMERCIAL BUILDING PERMITS</u>	<u>BASE FEE</u>	<u>VALUATION FEE</u>	
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

			<u>TOTAL</u>

<u>COMMERCIAL ELECTRICAL PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
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

			<u>TOTAL</u>

<u>COMMERCIAL PLUMBING PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
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

			<u>TOTAL</u>

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

ADDITIONS	175.00	_____ X .10 =	_____
ALTERATIONS	125.00	_____ 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 _____
			TOTAL _____

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		_____
			TOTAL _____

COMMERCIAL PLAN REVIEW FEES

	BASE FEE	SQUARE FOOT FEE	
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 _____
			TOTAL _____

COMMERCIAL MISC. FEES & PERMITS

	BASE FEE	SQUARE FOOT FEE	
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	_____ =	_____

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	100.00 X _____ =		_____
CONNECTIONS, LATERALS (Includes repairs)			_____
EACH EXTERIOR STORM WATER BASIN	50.00 X _____ =		_____
		1% BBS FEE	_____
		<u>TOTAL</u>	_____

<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	_____
		<u>TOTAL</u>	_____

<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	100.00 X _____ =		_____
CONNECTIONS, LATERALS (Includes repairs)			_____
GAS LINE	50.00		_____
		1% BBS FEE	_____
		<u>TOTAL</u>	_____

RESIDENTIAL HVAC PERMITS BASE FEE SQUARE FOOT FEE

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		_____

1% BBS FEE _____

TOTAL _____

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% B&S 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

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 Voters (M/M/D/D/A)	IV Levy Types	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

EXHIBIT A FUND	UNENCUMBERED BALANCE JAN. 1ST, 2024	GENERAL PROPERTY TAX	LOCAL GOVERNMENT	OTHER SOURCES	TOTAL
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	290.99	-	-	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 FULTHERANCE OF JUSTICE	436.67	-	-	-	436.67
210 POLICE PENSION	458.26	43,646.00	-	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
601 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
808 CLEARING FUND	11,373.49	-	-	5,000.00	16,373.49
999 PAYROLL CLEARING FUND	-	-	-	-	-
TOTAL	1,037,840.08	555,387.00	77,632.98	15,280,725.35	16,951,585.41

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 J

PURPOSE OF BONDS AND NOTES	AUTHORITY FOR LEVY OUTSIDE 10 MILL LIMIT*	DATE OF ISSUE	DUE DATE	ORDINANCE OR RESOLUTION	SERIAL OR TRM	RATE OF INTEREST	AMOUNTS OF BONDS & NOTES OUTSTANDING AT BEGINNING OF BUDGET YEAR JAN 1, 2025	AMOUNT REQUIRED FOR PRINCIPAL AND INTEREST 105 TO 1125	BUDGET YEAR
PAYABLE FROM BOND RETIREMENT FUND									
INSIDE 10 MILL LIMIT									
Various Purpose & Refunding Bonds(S/A Issuer port)		2003-12		Various		2.5-3.0%	1,530,000.00	231,435.50	
TOTAL-BOND							1,530,000.00	231,435.50	
Unvoted Notes-Special Assessment									
Various Purpose Notes		2020		Various		4.0%	1,495,000.00	78,487.50	
TOTAL DEBT							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 (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 28th 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 1st of the following year, provided that the Company files its Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28th. 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: ~~the~~ 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.

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 28th 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 1st of the following year, provided that the company files its Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28th. 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.

Tanya Joseph, Clerk of Council

ORDINANCE NO. 2024-WS-40

INTRODUCED BY COUNCILWOMAN HARDIN

AN EMERGENCY ORDINANCE REAFFIRMING THE PROHIBITIONS AGAINST DISCHARGING, IGNITING OR EXPLODING FIREWORKS IN THE VILLAGE OF OAKWOOD AS SET FORTH IN CHAPTER 1519 OF THE CODIFIED ORDINANCES OF THE VILLAGE NOTWITHSTANDING THE PROVISIONS OF H.B. 172.

WHEREAS, the Governor, on November 8, 2021, signed House Bill 172, amending Ohio Revised Code 3743.45, effective July 1, 2022, allowing any person authorized to possess consumer grade fireworks to discharge, ignite or explode fireworks on their property or, if permitted, on another person's property on certain designated days of the year; and

WHEREAS, H.B. 172 also provides that, pursuant to home rule authority, a municipality may choose to restrict the days and times that a person may discharge, ignite or explode consumer grade fireworks or may impose a complete ban on the use of consumer grade fireworks, and

WHEREAS, the Oakwood Police Department strongly recommends that the Council of the Village of Oakwood opt out of H.B. 172 and reaffirm the existing ban on discharging, igniting or exploding fireworks set forth in Chapter 1519 of the Codified Ordinances; and

WHEREAS, this Council finds that the discharge of fireworks poses a significant danger to the public and may cause serious injuries as well as significant property damage, especially in densely populated residential and business areas; and

WHEREAS, this Council finds that continuing the prohibitions against discharging, igniting or exploding fireworks presently set forth in Chapter 1519 of the Codified Ordinances will best protect the public's right to the quiet enjoyment of their respective premises.

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

SECTION 1. That the Council of the Village of Oakwood expressly opts out of the provisions set forth in H.B. 172, and reaffirms the prohibitions against discharging, igniting or exploding fireworks as set forth in Chapter 1519 of the Codified Ordinances of the Village of Oakwood.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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 provisions of H.B. 172 are scheduled to take effect on July 1, 2022 and it is necessary for this legislation to be effective in advance of that date so as to preserve the protections afforded the citizens of Oakwood by C.O. Ch. 1519, 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: _____

Tanya Joseph, Clerk of Council

Erica Nikolic, Council President

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: _____

ORDINANCE NO. 2024 -WS-41

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE ACQUISITION OF TWO POLICE VEHICLES AND ACCESSORY EQUIPMENT FOR USE IN THE POLICE DEPARTMENT FROM THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PURCHASING AND DECLARING AN EMERGENCY

WHEREAS, pursuant to the provisions contained in Section 735.053 of the Ohio Revised Code, the Village of Oakwood deems it cost effective to purchase certain police vehicles and accessory equipment from the State of Ohio through its designated vendor;

NOW THEREFORE, BE IT ORDAINED 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 and directed, upon the approval of the Board of Control, to enter into a contract on behalf of the Village of Oakwood with the State of Ohio, Department of Administrative Services - State Purchasing, through its designated vendor(s), Montrose Ford or other vendor able to fulfill the order on the same or better terms as those set forth in Exhibit A attached hereto and incorporated herein for the lease with option to purchase of the following cars for use in the police department:

<u>QUANTITY</u>	<u>ITEM</u>	<u>PRICE</u>
2	2025 Police Interceptor	\$101,089.50

SECTION 2. Council hereby authorizes the expenditure of an amount not to exceed \$101,089.50 to effectuate the provisions contained in Section 1 hereof. The Director of Finance be and is hereby authorized and directed to issue vouchers in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the Fund Nos. _____ and _____, respectively.

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 the need to replace aging vehicles in the Police Department during a period of limited availability of replacements, 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: _____

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 as provided on the Charter and Ordinances of the Village.

Tanya Joseph, Clerk of Council

DATED: _____

Exhibit A

Contract # RS1015078

(PAGE 1 of 2)

2025 INTERCEPTOR (3.3L V-6)

Order No: **U055 & U056**

OAKWOOD PD

FIN# QH160

K8A 4DR AWD POLICE
 .119" WHEELBASE
UM AGATE BLACK
 9 CLTH BKTS/VNL R
 W EBONY
 500A EQUIP GRP
 .AM/FM STEREO W/SYNC

~~99B 3.3L V6 GAS Flex Fuel~~
~~44U .10 SP AUTO~~
 425 50 STATE EMISS
 55F KEYLESS - 4 FOB *(now STD equip)*

The items to the left are how the car was quoted and that is this price below. Any additional options added will increase this price.

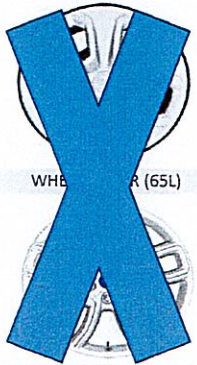


	\$	43,564.00
ADDITIONAL ITEMS NOW STD ON 2025'S (NOT IN ABOVE 2024 PRICE)	\$	2,590.75
MONTROSE FORD ONLY - FIRST RESPONDER DISCOUNT	\$	(1,200.00)
Subtotal	\$	44,954.75

FORD FACTORY VSO (Vehicle Special Order) LIGHTING <i>(used for all other color combinations other than RED/BLUE)</i>			



STANDARD PIU WHEEL



WHEEL COVER (65L)

PNTD ALUM WHEEL (64E)

OAKWOOD PD
 Attn: STEVE VAN NESS

Derek Powers
 Fleet/Gvmt. Sales Mgr.
 Montrose Ford
QUOTED 8/2/2024
ORDERED 8/2/2024

THE ITEMS BELOW ARE NOT INCLUDED IN THE ABOVE PRICE (CHOSING THEM WILL + OR - TO ABOVE AMOUNT)			
WHEEL COVER (grey hubcaps)	65L	\$ 70.00	
3.3L V6 HYBRID	99W/44B	\$ 2,100.00	\$ 2,100.00
3.0L EcoBoost	99C/44U	\$ 3,000.00	
REAR LOCKS, HANDLES & WINDOWS INOP	68G	\$ 80.00	\$ 80.00
HIDDEN DOOR PLUNGER/REAR INOP	52P	\$ 160.00	
HEATED MIRRORS	549	INCLUDED	STD IN 2025
CARPET	16C	\$ 150.00	
RED/WHT DOME IN CARGO	17T	INCLUDED	STD IN 2025
PER. ANTI-THEFT	593	N/A	N/A
KEYLESS ENTRY (4 FOBs)	RMV	INCLUDED	STD IN 2025
REAR CONSOLE PLATE FOR WIRE CHASE	85R	\$ 44.00	
GRIL LED LGHTS/SIREN/SPKR PRE-WIRE	60A	INCLUDED	STD IN 2025
REAR LIGHT RED/BLUE	66C	\$ 460.00	
STREET APPEARANCE (DB OR UNMARKED)	65U,64E,FW (RMV 51R)	\$ 367.00	
READY FOR ROAD PACKAGE	21L,43A,63B,63L,67H,96F	\$ 7,200.00	
MINIMUM DELIVERY CHARGE	DLR	\$ 150.00	\$ 150.00
TITLE FEE	DLR	\$ 15.00	INC
TEMP TAGS	DLR	\$ 20.00	

TOTAL OF UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	\$	47,284.75
TOTAL FOR UPFIT PROVIDED VIA MONTROSE FORD (IF REQUESTED)	\$	-
TOTAL FOR 3YR 100K \$0 DED EXT WARRANTY	\$	2,500.00
TOTAL FOR CUSTOMER ADDED OPTIONS	\$	760.00
TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS	\$	\$0.00
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$	50,544.75
<i>2 unit/s requested</i>	\$	101,089.50

ACCEPTED BY:

Date:

ORDINANCE NO. 2024-WS-42

INTRODUCED BY MAYOR

**A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND
SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND
DECLARING AN EMERGENCY**

WHEREAS, Dionna Hammett presently holds the title of Executive Assistant to the Mayor for the Village of Oakwood; and,

WHEREAS, no individual shall become employed or be compensated in the Village of Oakwood without a pay ordinance; and,

WHEREAS, a pay ordinance shall have attached an exhibit for a job description of the employment position for which they shall be compensated that describes the following: the title of the position, employee name, the scheduled work days and hours of the position, who the position reports to, location of the position, pay scale range for the position, special requirements of the position, required roles and responsibilities to be fulfilled, and qualifications for the position as well as, any cross-training for coverage of other positions for the specific employee being hired.

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

SECTION 1. Council hereby authorizes the employment of Dionna Hammett as Executive Assistant to the Mayor.

SECTION 2. Dionna Hammett shall be responsible for the duties set forth in the job description attached as exhibit A.

SECTION 3. Dionna Hammett, Executive Assistant to the Mayor, shall receive an increase in her present salary of 3.00% retroactive to January 1, 2024 plus a one-time payment of \$5,000.00 in recognition of additional duties she has performed in assisting the Clerk of Council and serving as Acting Clerk of Council.

SECTION 4. The Finance Director is hereby authorized and directed to pay to Dionna Hammett the difference between her present salary and the new rate of pay as set forth in Section 3 hereinabove for the period beginning January 5, 2024 and going forward.

SECTION 5. 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 same that relates to the daily operation of a municipal department and the ability of the village to provide uninterrupted services to the citizens of the Village, therefore, provided it receives the two-thirds vote of all members of Council elected thereto. Said ordinance shall be in full force and effect immediately upon its adoption by this council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

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 in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

ORDINANCE NO. 2024-107

INTRODUCED BY COUNCIL AS A WHOLE

**A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND
SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND
DECLARING AN EMERGENCY**

WHEREAS, Dionna Hammett presently holds the title of Executive Assistant to the Mayor for the Village of Oakwood; and,

WHEREAS, no individual shall become employed or be compensated in the Village of Oakwood without a pay ordinance; and,

WHEREAS, a pay ordinance shall have attached an exhibit for a job description of the employment position for which they shall be compensated that describes the following: the title of the position, employee name, the scheduled work days and hours of the position, who the position reports to, location of the position, pay scale range for the position, special requirements of the position, required roles and responsibilities to be fulfilled, and qualifications for the position as well as, any cross-training for coverage of other positions for the specific employee being hired.

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

SECTION 1. Council hereby authorizes the employment of Dionna Hammett as Executive Assistant to the Mayor.

SECTION 2. Dionna Hammett shall be responsible for the duties set forth in the job description attached as exhibit A.

SECTION 3. Dionna Hammett, Executive Assistant to the Mayor, shall be compensated at a rate of sixty-five thousand dollars and 00/100 (\$65,000.00) per year retroactive to January 5, 2024.

SECTION 4. The Finance Director is hereby authorized and directed to pay to Dionna Hammett the difference between her present salary and the new rate of pay as set forth in Section 3 hereinabove for the period beginning January 5, 2024 and going forward.

SECTION 5. 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 same that relates to the daily operation of a municipal department and the ability of the village to provide uninterrupted services to the citizens of the Village, therefore, provided it receives the two-thirds vote of all members of Council elected thereto. Said ordinance shall be in full force and effect immediately upon its adoption by this council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

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. 2024-107 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. 2024-107 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: _____

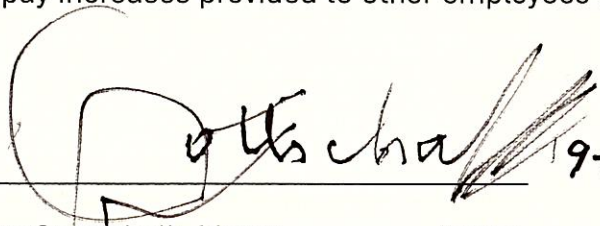
VILLAGE OF OAKWOOD



Gary V. Gottschalk
Mayor

Mayor's Disapproval of Ordinance 2024-107

Pursuant to Oakwood Charter Section 8.02(C) the undersigned hereby gives notice that he disapproves Ordinance 2024-107 for the reason that the pay increase granted in said Ordinance is grossly disproportionate to the pay increases provided to other employees of the Village for 2024.



Gary Gottschalk, Mayor (Date) 9-30-24

ORDINANCE NO. 2024-123

INTRODUCED BY COUNCIL AS A WHOLE

AN EMERGENCY ORDINANCE REQUIRING USE OF A TIME CLOCK FOR ALL EMPLOYEES AND DECLARING AN EMERGENCY

WHEREAS, the Village of Oakwood is an at-will entity employing individuals to fulfill the duties of employment positions within the Village of Oakwood; and,

WHEREAS, Council deems it necessary to maintain a record of the hours each employee has worked;

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

SECTION 1. All full and part time employees 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.

SECTION 2. Compensation cannot be provided for any employee if a time clock record does not exist for hours worked for each pay period.

SECTION 3. All full and part time employees shall clock in and out for lunch periods during their scheduled work hours.

SECTION 4. 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 reports to Council.

SECTION 5. Intentionally falsifying time stamps for oneself or another employee or any unauthorized manipulation of time reporting will be grounds for immediate termination.

SECTION 6. 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 will require approval by the employee's manager or supervisor.

SECTION 7. 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 for each pay period.

SECTION 8. 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 same that relates to the daily operation of a municipal department and the ability of the village to provide uninterrupted services to the citizens of the Village, therefore, provided it receives the two-thirds vote of all members of Council elected thereto. Said ordinance shall be in full force and effect immediately upon its

adoption by this council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

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. 2024-123 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. 2024-123 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
COUNCIL MEETING MINUTES
2024-3-26**

ATTENDANCE

Erica Nikolic, President	Gary V Gottschalk, Mayor
Johnnie Warren, President Pro Tem	Mark Garratt, Police Department
Taunya Scruggs, Ward 1	Brian Dirocco, Fire Department
Eloise Hardin, Ward 2	James Climer, Law Director
Paggie Matlock, Ward 3	Brian Thompson, Finance Director
Mary Davis, Ward 4	Daniel Marinucci, Chief Bldg. Official
Candace Williams, Ward 5	Carlean Perez – Recreation Director

ABSENT

Tom Haba, Service Director
Ross Cirincione, Prosecutor
Matt Jones, Village Engineer
** Arrived after roll call*

Meeting opened at 7:02pm by Nikolic
Pledge of Allegiance
Roll Call taken

Motion to remove the Council Meeting Minutes of Jan. 23rd, 2024 off the table, made by Hardin seconded by Davis

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

MOTION PASSED

Motion to approve the Council Meeting Minutes of Jan. 23rd, 2024, made by Hardin seconded by Scruggs

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

MOTION PASSED

Motion to remove the Special Meeting Minutes of Feb. 17th, 2024 off the table, made by Hardin seconded by Warren

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

MOTION PASSED

Motion to approve the Special Meeting Minutes of Feb. 17th, 2024, made by Scruggs seconded by Hardin

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

MOTION PASSED

Nikolic: Agenda item number five, Clerk's correspondence. **Joseph:** None. **Nikolic:** Hearing none, may we move on to departmental reports? May we hear from our Mayor, Gary Gottschalk.

Department Report

Mayor, Gottschalk| Gottschalk: Thank you, Madam Chairperson, we'll finish up with the camp. Also, combining finance and Carlean to get that out of the way. So, with camp, I don't have anything in front of me other than this. As you know, our camp begins usually in about the middle of June. And, you really don't have much to be putting together yet. Because, the Instructors, We are not going to know when they're available until sometime in May. So this is usually put together in May and in June. The first two and a half weeks are activities. Where you're out ziplining, horseback riding, Cedar Point, etc. And then the education component kicks in, for about four and a half weeks. And as I said, there's no way to know until the instructors are available. Until you get much closer to the summertime. So, there's really not much you can do. Other than, basically approve what has been done and making some cutbacks. All at the same time, obviously unleashing the creativity of our kids. Particularly with respect to the Khan Academy math website. Which would be still at high school. But that's about the only thing we're going to be doing at the high school. Everything else will be at Mount Zion. **Hardin:** Camp is under which one? **Thompson:** 204 Recreation. **Gottschalk:** But there's a camp thing itself, right? Where's that? **Hardin:** Yeah, it's separate. **Thompson:** Oh, the full description? She doesn't have those details. **Gottschalk:** The point is, it's all going to be amended anyway. **Thompson:** Yeah, okay. **Gottschalk:** The only thing that was an expense that wasn't there. First of all, were cutting back. We used to go to the sports dome for the boys out in Chagrin Fall. But we're not going to do that anymore. We're not going to use the fitness company over there near the trailer park. We're going to be much more internally. And at the same time, we don't need two school buses anymore. All we need is one, and just like, our own vans. Because most of the activities are going to be in Oakwood Village. And whether it be Woodcraft... in Mount Zion, they have four classrooms themselves that we've been using in the past. But not all the time. So, anywhere from robotics, that extends for girls, science, technology, engineering, mathematics, and nutrition. All of that will now be happening in four classrooms over there. And at the same time, we now gather our youth over at the community park rather than the community center. Because it was a mess over there. And as I said, there's no need to have two school busses going back and forth all the time. When that isn't going to be necessary. So, we're going to be saving a bit of money on that. And that's where we are to be able to use for seven weeks. The Mount Zion classrooms again for them. Plus, a room where you can hold about 80 to 90 people, that'll be \$13,000. **Hardin:** Mayor, the fact that we were doing the budget the way we are. It has to be acceptable, but these things that you're saying. We need to make certain that it's listed, we don't see that. **Gottschalk:** What you're going to get is basically something like... let's quickly look at this. This is the activities for the two weeks. And then these are the classroom activities okay. Just take a quick look at that. You'll get that, but as I said, this is something that's going to be done in the next month. month and a half. It can't be done right now anyway. **Hardin:** Okay, so you went up \$5,000, so we're at \$95,000. **Gottschalk:** No, because we're cutting things back. **Davis:** But in your budget you're showing... **Gottschalk:** It's the budget from last year, nothing has been touched on it. **Davis:** Okay. **Gottschalk:** But it's all going to be real. As I say, in the next month, we're going to be reworking this thing and amending it. As we know, the teachers will start to be available. Both for John Carroll, and at Ahuja, and things like that. **Hardin:** And

you're breaking it out just if you're reciting? **Gottschalk:** Yes, yes, as you can see it's quite extensive. This has been one of the shames when you open up the paper. I saw Notre Dame College is closed now after 100 years. And not just because you're paying teachers more with higher wages. But because the enrollment shortfall. As well as kids coming out of high school, and they are not prepared. This is why it's so important to be focusing on the programs that we have here. And they have proven very worthwhile. But you have to have teachers that have the track record, I think that's the key. Without a teacher being able to have that ability; it doesn't work either. And we've been very successful working with John Carroll on that. And some of their instructors, teachers, as well as some of the grad students. But that will be worked out starting in about a month, a month, and a half. **Nikolic:** Any other questions or comments for the Mayor? **Williams:** We had a question last night that you weren't available to answer. There was a \$1,295 payment to Mount Zion in the month of February for real estate taxes. **Thompson:** It's for sewer assessment. **Williams:** Are we under contract for that? Brian wasn't able to answer last night, but it's for the sewer assessment? **Thompson:** Yeah, so assessment is on the property itself. **Williams:** But their property is private property, it's not on our property, correct? **Thompson:** Yes. **Gottschalk:** Yes. **Williams:** Is there a contract to why we're paying them? **Gottschalk:** I'll have an answer for you on that, maybe at the next meeting. **Williams:** Okay, what is that payment? Is it monthly? **Thompson:** It's like a yearly \$1200. **Hardin:** Mayor, did you get the message last night or Carlean, regarding the thousand dollars cash? You didn't advertise the cash, so you're not going to do cash? **Perez:** We're doing the cash. **Hardin:** Okay, thank you, I wanted to make sure. **Matlock:** She said we are. **Williams:** We are, or we are not? **Perez:** We are. **Hardin:** Okay, because when you sent it out, you did not have a cash statement on the flier. **Perez:** We never have put that on. **Gottschalk:** No, we have in the past. But what we clearly didn't want to have happen. Was to have people coming in from all over Cleveland rather than just folks here. So, that's why we didn't put a thousand in there. **Hardin:** Okay, so what was the...there was some sort of statement regarding the reason why we should not be still doing cash. Did you received... **Gottschalk:** No, that was the thing that, we can use cash in bingo, that we can't use. But for this, this was approved. **Hardin:** By? **Gottschalk:** Law Director, when was it approved? **Nikolic:** Legislation is still work session. **Climer:** I wrote the legislation for Council to approved. **Gottschalk:** This was a few years ago. **Hardin:** Before you put the cash in. You need to go back to the Law Director and verify what we're doing. **Perez:** Do we need to cancel Easter? **Hardin:** Not cancel it, but not put cash in the eggs. **Perez:** Okay, well, let me just tell you what's happening with the eggs. We patched up 300 eggs, some of the eggs we made tickets, and it has a dollar amount on the ticket. They come to me with that amount inside the egg. And that's when I just give them whatever the prize is. Now, in order for that not to happen. That means that I have to go in and break all these eggs apart and try to find the money. **Warren:** My understanding, and I just mentioned it to Councilperson Williams. Is that that's how the process was going to be. They were going to not put cash in the eggs. They were going to put a denomination on a sheet of paper in the egg. And then the person brings that denomination to her for reimbursement. **Williams:** Last night there was a finance meeting and Council was having some discussion. Since it is cash that we cannot account for technically. I mean, once the little pieces of paper go in there. Carlean sits with money and is just distributed. We really don't have a foolproof way of accounting for if Oakwood residents are receiving that money or if someone else is. And we didn't know the process as to how Brian withdraws cash. So, our conversation was around possibly not approving that last night. We didn't come to a decision, but we were going to have further discussion. **Matlock:** Is the cash documented once

they come to you? **Perez:** There's a document. **Thompson:** I gave a her the \$1,000 in denomination. But some of the discussions I have conveyed to the Mayor is trying to get individuals to sign your name and address. To ensure that they're from the Village. So, I did have that discussion. And they also want to from now, moving forward with just candy. **Williams:** So, can you tell us the process for last year in regard to do getting cash? **Thompson:** Yeah, I got the approval from Council, we had the legislation. So, they gave me the denominations. Okay, we need this many five, tens, twenties. And I go to the bank, get the cash, disseminate it to Carlean. And she'll do her process with the egg dropping. Any money left, she gave us back, and i deposit back to the bank. The Carlean is hands off giving the eggs. **Warren:** You know, the this is, I'm not feeling well today. But this is a horrific situation that we do a reverse. And the thing is, what I understand is, this a program that is for the Village of Oakwood residents only. Because I can't see how the logical approach to a person or a kid, that brought me an egg. That wasn't restricted, and then they say, oh, well, you're not an Oakwood resident. So, you don't get the money, because you can't prove you're an Oakwood resident. Now, if we restricted it, and it's known that you got to be an Oakwood residents. And I don't know how that could be. So, it's ultimately impossible for anyone to think. That we can do a situation to where we have to verify the recipient of the egg with the money in it. That they are not entitled to the money if they can't prove they are Oakwood resident. Because we got it open to everyone. And I think that what we should do. My suggestion is, that we move forward with the way that we did it now. And take that as a lesson learned, and we will know how to improve it going forward. But we got a lot of people depending on this process. **Williams:** Well, that was the conversation last night, because we couldn't account for that process. **Nikolic:** Okay, let's move on, we have the legislation... **Gottschalk:** One last thing on that is there will be two groupings of dropping. What were the age groups? **Perez:** We do a 7 to 9, 10 to 12, 12 to 14. **Warren:** So, that don't make a difference. If the bottom line is just who gets the eggs and do they get the money. **Perez:** The reason why we do that is because there's so many kids. **Warren:** I understand that part of it. All I'm focusing on, is the activity itself, and how can it be done. **Perez:** Thank you. **Nikolic:** Okay, let's move on, is there any other discussion or comments for the Mayor? Hearing none, may we hear a report from our Law Director?

Law Director, Climer | **Climer:** Thank you, Madam President. Last week that passed out, some suggestions, for amendments to our ordinance. To make it easier to reschedule regular meetings. In the event there are conflicts, not holidays. And I'd like to understand, as a consensus of Council. If we should move forward with that. And if so, I'll draft legislation. **Davis:** Okay, I missed some of what he said, I'm sorry. **Climer:** I passed out or emailed to people who were not present at the last Council meeting. Some suggested revisions for our ordinance. To give Council greater latitude to change a regular Council session. In the event of a conflict that's not a holiday. That's the only way you can do it. **Davis:** Right. **Climer:** And I just wanted to get the sense of Council. As to whether they'd like to proceed with the legislation. And if so, I will draft it. I'm not asking for a vote, but... **Nikolic:** Have you seen the legislation? **Warren:** I just glanced over it, but we did make that request, and we would want that. I would say, I would like to see that come into fruition. **Climer:** We'll get it drafted then. **Nikolic:** Are we hearing any objections to the legislation that he's proposing? Hearing none... **Climer:** Also, I'd like to request a short executive session. Following the regular Council meeting this evening. **Nikolic:** And there's one thing I'd like for you to clarify for Council, while we're all together is the amending of agendas.

So once an agenda is posted, what is the process for amending? Is it possible to remain or not amend? **Climer:** If the ordinances are not specific on the matter, then we could fall for Robert's. I believe with Robert's, we can adopt an agenda at the beginning of the meeting, or we can move to amend it. **Nikolic:** No, prior to a meeting starting? So, when we're preparing for a meeting. This is before the meeting, and you post the notice. So, before you get to the meeting, there's a time period. So, for general meeting it's typically 24 hours. You have to post notice in a special meeting 24 hours. So, within that time period after posting, is there latitude to amend? **Climer:** I believe there is by motion at the meeting, and I'll reconfirm that. But certainly, you need to give notice of the meeting. At certain times prior to the meeting. But I believe there is an ability to move to amend the agenda during the course of the meeting. **Nikolic:** Okay, special and general? **Climer:** Correct, well no, not special. Special you can only discuss matters that are announced as the purpose of the special meeting. **Nikolic:** Okay, so once the notice goes out for the special meeting. What are the parameters for amending the agenda? **Climer:** It can be amended. That would not be a means of doing that. You can't take a vote prior to the meeting. And you can't depart from the announced purpose of a special meeting at a special meeting. So, you're locked in at the special meeting. **Nikolic:** So, I wanted that clarification. But any agenda items going on the meeting minutes, or the agendas need to be approved. So going forward, any items that go on the agenda need to be approved prior to being posted. So, is there anything else? Any other questions or comments for the Law Director? **Warren:** One thing to clarify, and I don't know if there's a time limit or whatever. And it probably is, I don't know. But the Mayor has the opportunity to add to the agenda without the vote of Council. **Nikolic:** Right through the Clerk, but this is before the agenda is posted. **Warren:** Okay. **Nikolic:** So, the period before. **Warren:** So, it can be changed, right. **Williams:** I'm sorry, what are we talking about with the approval. Is that in our Charter or Ordinance? What are we specifically talking about? **Nikolic:** The Council President approves the agendas. **Williams:** Is that per Charter? **Nikolic:** Yes, it's per Charter. **Williams:** Okay, and so we're just verifying that? **Nikolic:** Right, I wanted him to approve because there's been confusion about amending. And I wanted to make sure that we're all clear on how it can be amended and when it can be amended. So, moving forward, we don't have any confusion. Because for Tanya, it gets confusing because if some person tells her to amend it. Then someone tells her not to amend it, it puts her in a situation where she's going back and forth. So, I just wanted to clarify. So, our Clerk isn't put in a situation where she is caught between two persons who may not understand the full totality of what it is. So, I asked the Law Director to clarify. **Climer:** I'll put out a memo. **Nikolic:** Thank you. **Williams:** So, when a special meeting is called, it's specifically for that purpose. And they can't be an amendment because it's called specifically for that. **Climer:** Correct. **Nikolic:** That's what he said. **Williams:** I just want to be... are you clear? There's no reason to listen to, once it's called, it's done. **Joseph:** Right. **Williams:** Okay, thank you. **Hardin:** Law Director, can I have at least by the next meeting. The time frame that we're working in regarding the Charter Review Committee. What time frame are we working in? **Climer:** I believe it's fall of 2024; I can look it up right now. **Hardin:** And I believe you're right, so I want to be very certain, and the process please. There's a process each Councilperson is supposed to make an appointment and so forth and so on. I'd like that process repeated. **Climer:** I will put out a memo for all concerned on that as well. **Hardin:** Thank you. **Nikolic:** Any further discussion for our Law Director? **Williams:** Yes, director, do we have the... I didn't see the legislation for the work session for 2024-WS-13. Do we get that? Was it drafted, or do we just have to have it as an item? **Nikolic:** It was provided. **Climer:** I believe it was disturbed. **Williams:** I just didn't see it in the packet. **Nikolic:** Tanya, you did

included with our package. **Joseph:** Yeah, it should be the last piece of legislation before the minutes. **Williams:** Okay, I just I didn't see it in the physical one or the digital. But I'll go through it again, It's just it's a big package. I just wanted to make sure because we were going to discuss it in the work session. And then the legislation for the special audit that I asked you to draft. Did you begin drafting that? **Climer:** I got that at 6:30pm, or so on Thursday night. I was occupied all day Friday and yesterday. But yes, we will get drafted. Because we're going to get those fees. So, I started a draft, if you could take a look at it and we'll discuss it and work session as well. But I don't know when those fees will start. But I know that we need to have authority for Brian to pay them. So, I am not delaying them. **Nikolic:** Okay, any further discussion or comments for questions for our Law Director? Hearing none, may we hear from our Finance Director.

Finance Director, Thompson | **Thompson:** Thank you, Madam Chairman. Just wanted to note that, Council requested I did provide the exhibit for the 50% budget. There were a few things we heard about highlighted in yellow, just for a quick discussion. On the first one for the Police Department. I was thinking because the FOP contract had been approved. I set their level at his request for twenty-four, I did half of that. That's what I did on that first line. Which included (inaudible) for his department. On the second page, I set the level at the project total that our Engineers are discussing. And also with the ARPA funds, I got an obligation to pay one of the vendors that's already gone through the bid process to councils that.. But I'll be needing to make a payment. So, half of it wasn't enough for that payment request. That'll be that two fifty, so I needed that authority. So, that's why I was making that change, to have it at that level. But everything else, to be very clear, is 2023, no raises involved, it's last year's budget. And I just made these notations on these three areas. **Williams:** The ARPA County funds; do we already have those? **Thompson:** Yes, we have those. **Williams:** Then the SCMR, did you take a look at all of the projects? When exactly those payments will be due, or did you just take half? **Thompson:** I just took half of the appropriations needed. **Davis:** Does that include monthly? Some of them were divided monthly, like by two thousand and something, or \$5,000 per month only. Instead of being the whole amount we had to pay. **Thompson:** Yeah, 1.4 was taken into account everything our engineer discussed with these projects. So, I just put that half. **Williams:** For that specific number, because this is not ready to be approved right now. What we need to do is figure out what we need to pay for June 30th, and that's the number that needs to go there. So, if it's not, yeah, if it's not that \$712,000, then we don't need to put that there. **Thompson:** Last year was about 1.2, so I can change the exhibit. **Williams:** Because you have the exact projects, right? **Thompson:** Yeah okay, and that's what I got in here now. **Williams:** So, we need to figure out what that exact amount is. I see that last year was the 1.2, 50%, It looks like it was at \$310,000 for whatever reason. But just we want to make sure what's there will get us through June 30th. The other thing I'm seeing with the budget is that this is not at the budgetary level we need to be at. So, you have everything in one lump sum as opposed to salary and other. And those would be separated, which would be the big thing. You don't have any way of seeing what's being spent on salaries. If it is all lumped together, you can move throughout that budget very fluently. We need them to be separated. **Thompson:** Yeah, these are all levels of the departments. I can go back to the exhibit, split every single line item, and show 50% of where it was. So, I can provide an exhibit and that'll tie you into that same number. **Williams:** That's the budget we should be approving for March 29th. So, it appears we may need to have a special meeting. **Nikolic:** I had questions, so we went through the road projects last night. And all

\$500K of the ARPA money was as it stands, as it was presented to go towards road projects.

Thompson: Yes. **Nikolic:** I'm wondering, is there a way perhaps, is there money in other ways, from cuts or otherwise. Where we could use the ARPA money for other things. Such as renovating the parks, the kids parks in our neighborhoods, as opposed to doing the roads?

Because right now, the full \$500,000, because we have Tiff dollars that we could be using. Is there a way we could do an analysis of if that \$200,000 was used for other types of things. Such as rehabilitating our neighborhood parks? We could find the money to use something else.

Because the \$200,000 that could go towards if we had a grant. There is a grant for Parks and Recreation, that we may need upfront moneys for. But if we put them all into the road projects, that would push everything back before everything else until next year. So, I would just like an analysis to see if there's a way for other moneys, the Tiff dollars or something else. Because the ARPA money is there now available to be used. But if we put it all into these road projects, you know, the road project that it's a lotted for is Oak Leaf. So, there's, you know, unlike Fair Oaks, Fair Oaks, there's residential streets coming off of Fair Oaks. But Oak Leaf, if I'm not mistaken, there are no residential streets coming off of Oak Leaf. So, there's mainly just dump trucks, right? So, we're going to spend. **Gottschalk:** There's Interstate McBee there. **Davis:** Right and you have Alexander, I mean that's residential. **Nikolic:** Right, Alexander, but they're not coming down this way. They're kind of going that way. **Warren:** We can look in to it. **Nikolic:** Right, so it's a thought because right now, I mean, I don't know how often are we going to get that money.

We're not getting that money. This is probably the last opportunity to get that type of upfront money. So, if we can just explore how we could, you know, Oak Leaf, maybe specifically. Because that's what the other \$250,000 is allotted for. Specifically, how we could use the ARPA funds for something else. Use funds for other types of grants. **Thompson:** Yeah, I'm pretty sure the five that we did get was earmarked from the Engineers. For specific use on the road projects, but I can explore it like you said. I know you want to spend more on the park. I think the \$500,000 was definitely earmarked for these road projects. **Nikolic:** Earmarked by who?

Thompson: In discussion that we received them from the County through our Engineer. Because he has earmarks those projects. **Nikolic:** Right, I know he has them included as part of the funding to do the project. But that doesn't mean it has to be used for that, right? That's why I'm saying can we look for alternative sources. So, we don't just say we're not going to do the road. Maybe there are other funding sources that we could look at. And then still be able to rehab our parks. Because, you know, the parks for our kids haven't been touched since I was a kid.

Warren: Excuse me, but they have been. **Nikolic:** The park next to my house hasn't been.

Warren: You weren't in Oakwood at the time, probably. But they have been worked on and anybody that's been on council could tell you that. Now, we do admit that there is some need for the parks. However, I wouldn't support on compromising a road project. That we already have identified us for to move on forward. I think that what we should do, or I suggest that we think about doing. Is find an alternative source for the children parks and things like that. First of all, why don't we apply for the grant. And see if we get awarded the grant. And then we could talk about reimbursement, but without having to grant. This is simply, a useless conversation.

Nikolic: Well, it's not useless because there is a grant. **Warren:** As I said, if we don't have it, if we haven't applied for or didn't have it. **Nikolic:** The point is it's a reimbursement grant. So, reimbursement means you have to spend the money up front, right? **Warren:** You have to be awarded it first too. **Nikolic:** Right, but the point is you have to have the funds available. So, that's why it's a discussion about how we can explore options. It's not about saying we're not doing that or we're not doing this. But what we're doing is saying, are there other funds that we

could use for that project, or are there other grants? So, I'm putting out the idea... **Warren:** Or for the parks, are there other funds that we use for the park? **Nikolic:** Absolutely, so it's just an idea to start thinking about. So, it's not 100% roads for the next three years. **Williams:** I only see \$250,000 for ARPA here, is there \$250,000 somewhere else? **Nikolic:** They used the other one for Fair Oaks, the other \$250K. **Williams:** It's just not in the packet we received yesterday, right? **Nikolic:** They already did. **Thompson:** He got it in there. **Williams:** Thank you. **Davis:** I have a question, can you just to reiterate, I don't know if you've made it clear enough. The recreation budget, I would like to know all the people that obtain these department wages. Who they are, how much each one cost, if it was more than one person? And also, for the fitness instructors, each one listed, the days or the months or whatever, hours, however you want to put it, please. **Thompson:** Yeah okay, I'll get the details. **Davis:** Okay, thank you. **Williams:** Do you know the department wages, who are those attributed to? Because first we heard it was just Carlean. Then we heard it was summer camp. Then there's a different line item for summer camp. **Thompson:** Well, when we go through the budget process, the Mayor likes to have his summer camp holistically on one line. But I have to remind him that the people getting paid salaries. I got a chart of accounts, that I have to solely charge those too. So, I'll put the appropriations in correct line. Now for recreation and the salaries, it should pretty much only be Carlean. And we're taking steps to correct her from being paid as a contractual and being on payroll like we discussed. We are going to combined it into one line item. She should be the one in there, along with the summer camp people for the summer. **Williams:** So, to clarify, the question was, in 2023 total expenses, these department wages. This \$82,000, is solely, right now as you have it itemized, Carlean's? **Thompson:** No, that \$82,000 is Carlean and the summer camp counselors. **Williams:** So, down here where it says summer camp for \$90,000. No wages are included there? **Thompson:** No. **Williams:** Got it, thank you. **Thompson:** Yeah, you're welcome. **Davis:** Why don't we have the approved budget with the total expenses. To make sure that we were in budget for 23? Because I don't remember... **Thompson:** I'll go back and verify it. What he's trying to do, he's trying to show what you're talking about now. Like show the budget we need approved. And he's showing the year end for 2023. Maybe there's another typo there, we'll go back in and correct it. **Williams:** So, you're saying this line item for 2023. This column should say 2023 approved budget? **Davis:** Yes. **Thompson:** She's just trying to make the comparison of what was approved in 2023 that was spent. **Williams:** We only approved \$73,000, but \$82,000 was spent. **Davis:** For wages... **Thompson:** I need to go back and look at it and see. I'll get that information together. **Nikolic:** Any follow up? **Williams:** I have a follow up at the finance meeting yesterday. We had extensive discussion about the payroll register. So, that we can make decisions about increases. And you said we would have it today. **Thompson:** Yeah, that's pretty much in crouched in trying to get the budget together. So, if you give me another day, I can get that for you. But this is kind of a crunch for the timeline to get here for the meeting. **Williams:** So just to clarify because we've been waiting some time. **Thompson:** Yes. **Williams:** What you're going to do is give us a system report. From VIP, the payroll registrar, for all of 2023. So, we can see their yearend salaries. **Thompson:** Yes, you'll get a full summary by department by employee name. **Nikolic:** I had a question. So, you were mentioning that you were going to add the total cost of fitness instructors to Carlean's salary. Is that what you said? **Thompson:** No, it's only a portion, she was doing some classes on her own. She was being paid contractually, but we also had a part-time salary. So, to rectify that, we're just going to make it one salary for her to do. **Nikolic:** So, is her job description now going to include fitness? **Thompson:** She's going to be Recreation Director and that will be part of the job duties. So that's

my assumption. **Nikolic:** And whoever comes next will be required to do fitness classes? What would happen if we wanted to hire more? Because right now there are no evening fitness classes offered. So, if we wanted to hire more fitness instructors. What's going to be the line item for fitness instructors who are not Carlean? **Thompson:** We'll make it distinct, if it's a contractual person that's going to be on a 1099. For their work as an instructor, we'll make that distinct. And also, you know what the salary is going to be for that Rec Director. You know, it continues to be defined between me, the Mayor, and Carlean and what that will consist of. **Williams:** Now remember, we just had a five-hour session about this yesterday. That the budget and salaries, and the setting of those are the authority of Council only. That is not a function of you, the Mayor and Carlean, or any director. **Thompson:** It's just a discussion. **Warren:** You can present it. **Williams:** It's a presentation, it's a recommendation, but we set the amount. **Thompson:** Yeah, we understand. **Williams:** Okay, because we've been putting the cart before the horse. So, then we get into these back and forth about who should have gotten increase, people expected. **Thompson:** Right. **Williams:** So, I want to make sure we're clear that it's a recommendation you can discuss. **Thompson:** Right. **Williams:** But we make that decision. **Thompson:** Very clear. **Williams:** Okay. **Nikolic:** Just so I'm clear on the line items for the budget. Would there be a separate line item for fitness instructors after you take this? **Thompson:** Yes. **Nikolic:** What will that be? **Thompson:** It's going to be fitness instructors. **Nikolic:** The amount? **Thompson:** The amount, I'll have to discuss that with Carlean, the director. Because she's in her discovery mode of finding new instructors. **Nikolic:** Okay, but you're saying \$15,000 will be added to the \$55,000, and it will become a part of her job description? **Thompson:** Yeah, we're looking for her to be in that range that we have on that first salary. Right now in the fifty to fifty five range. **Nikolic:** So, what we will request is that you submit a new job description once you're adding the salary pay ordinance. **Thompson:** Okay. **Nikolic:** And how you're going to break that up. Because right now, if she has part time duties and, you know the contractual work is separate. You're combining them now and saying it's one thing. We need to be clear on where those lines are being drawn. Because her job is a part time recreation director, does not include fitness instruction, right? **Thompson:** Yeah, because she's currently separate. So, we're looking to rectify that. We'll have full details on what the new job description will be. **Warren:** I'm a little bit confused. I thought we were accumulating the job responsibilities/duties that she's performing. And we're going to accumulate all of those, including the fitness instruction and all of that. And I thought that that was the whole purpose of the \$55,000 salary. So, we wouldn't be getting a third party to do fitness instruction. I thought that's what she would be doing. **Thompson:** She still said there was different categories. Like Zumba and things that she wasn't teaching. She's going to have instructors there. But you're right about the \$55,000, in terms of combining that role for her. And we're going to spell that out completely in the job description. **Warren:** Okay. **Gottschalk:** As he was saying, let's differentiate that so there's no confusion. So, any other fitness instructors that's not Carlean. **Thompson:** Right. **Gottschalk:** Well, that's what Mr. Warren was asking. **Williams:** No, what he was clarifying was. When we increased her pay originally. The increase was to do just what you're talking about now. **Thompson:** Yes. **Williams:** So, that she would be doing with fitness instruction, being recreation director. And that was the reason for the increase. So now to say, or we just found out that she's been receiving an additional amount for fitness instruction. On top of what we thought was already in that salary. You see where we're going? So, we've already had that discussion and that was supposed to be the premise for that increase. **Thompson:** We'll go back and we'll put everything to make it really clear. If it is fitness instructors, besides Carlean. We'll list their names and what their rates

may be. So, it'll be clear in detail when we get the information? **Warren:** Also, let us know what dates that instruction is to be had. Like every Tuesday and Thursday evening or whatever that case may be. Because I want to see what the difference in what these people are doing and what she's doing. **Thompson:** Okay. **Nikolic:** Any further comments or discussion for our Finance Chair? **Hardin:** Yesterday, I can't remember, you were just informing us of the CARES money. Yeah. That it was used, that we made the change, and so now it's correct? **Thompson:** It's not corrected, but what the state asked me to do. Because some communities have had the same situation. They're calling it, expense block. They want to take the expenses that the expenses that they identified. Saying, okay, you could use that for CARES. But the (inaudible) is doing this. If you give us an expense flop, showing us that the expenses were used for your safety forces. To respond to things during that CARES Act. When the country was dealing with the COVID. Then there is no harm, no foul, that's the language to use. So, if you pass legislation saying, we're going to flop these expenses. And responding, I did submit the template to the Law Director, who came back with a draft. And that's the procedure that they want to have done. **Hardin:** Did you give us that? **Climer:** I believe the draft is done. **Thompson:** Yeah, the draft is done. **Climer:** Did I send it to you? **Thompson:** I did get it for sure. So, we can share with the Clerk. We'll forward it to the Clerk it's in draft form for review. We can work through that in a work session if you like. **Nikolic:** Any final thoughts or comments? **Williams:** I have additional questions. Law Director and Finance director, did you all ever find the ordinance that, authorizes sick time back? **Climer:** I believe it's in the package that I sent around by e-mail on March 6th. **Williams:** Did anyone see it? **Climer:** I have a copy tonight. **Williams:** Yes, that would be helpful, thank you. **Nikolic:** Any further questions? May we hear from our Service Director? Is Mr. Haba here? No, may we hear from our Fire Chief?

Asst. Fire Chief, Dirocco | **Dirocco:** Thank you, I have no report from fire, I'm here for questions. Any questions or comments? Thank you, hearing none, may we hear from our Police Chief, please.

Police Chief, Garratt | **Garratt:** Thank you, Madam President, I just want to go over a couple things. First, I want to thank the Fire Department for helping us out. Last week, we've had a couple of difficult calls. One of whom was a three-month-old baby that passed. So, we're conducting an investigation on that. Along with a fatal accident we had on Saturday morning. So, we work in conjunction with the Fire Department on a regular basis, obviously. But some of those things are tough to go through with, officers. On a good note, you know, I would apply for grants on a routine basis. We did receive from our in October, we received a grant of \$12,021.77, for body cams. Our body camera's life is coming to an end. That's our second batch of them. We've been using body cameras in attendance for at least 12, 13 years now. And the life for these cameras, again, the technology goes quick. So, we received a grant for \$12,000 and some change in October. And then we also were awarded a grant March 12th, 2024, for \$10,673 towards bulletproof vest, which is significant. It helps us out because, the vest themselves is around \$1,200 apiece. However, we stagger them, so there's a five year lifespan. So, not everybody is up in five years, it's staggered throughout the department. So, the State of Ohio looks at that and funds us accordingly, which is great for us. And then as of yesterday, we applied for another grants from the Ohio Justice Services. And we received a full grant of \$16,994.55, which was for ten more body cameras and docking stations. So, that's what I was going to budget for next year. But it's a great I don't have to do that. So, that was all good news.

The other thing, I have a question from a Councilmember about the Solon jail contract. I put a copy for each one of you guys, so we are on the same page. The question was, in the jail contract, there was a \$6,000 possible credit. That was put into place when we were starting with Solon Jail. Because we had historical data of where we thought we we're going to be. Round abouts, how many prisoners we're going to have, and how many days, and everything else. So, they put it in there a threshold of 75. If you have 75 or less, you get \$6000 credit. If you have 400 or more, you pay an extra \$6,000. So, the numbers are right there for 2022, we had 85 inmates, 2023, we had 99 inmates. Along with video arraignments and stuff like that. 2024 we're on track to exceed that again with 23 inmates as of February. So, that's why that was not in this contract. We've established that we'll never have less than 75 and we're on the increase obviously. And mind you, we try not to do a lot of inmates over to the jails. Because the courts one don't want that. And two, we're trying to get better ways for people to blend back in for traffic violations. We don't want jail people for that kind of stuff. So, we work a lot with Bedford Court. We have a lot of chances to help people get back on their feet. So, that has come down from what it used to be. But we're still going to be over 75. So, hopefully that answers the question about the \$6,000 credit. **Nikolic:** It does, but the way I look at it, it's no harm, no foul to keep it in. Because there may be a year, we just went past the pandemic. Where, you know, we're on lockdown for six months out of the year. And we would, you know, still, in the event of. You know, I wouldn't see the need to necessarily remove it. Because there's no harm in keeping it in, because it is capped at 75. So, for me, I would say, you know, you never know what the future holds. To just leave it in, in the event, what's your thoughts on that? **Garratt:** It wasn't our decision, that's how the contract came over from Solon. It was established that's the price they put on there. They did a three-year contract, and it's a double-edged sword with the three year contract. One if we do a yearly contract, and say we put that clause back in every year. I can guarantee it's going to go up. If we lock them in for three years, we're going to pay that rate for three years and easy to budget. Overall, the contract is a \$4,000 increase. **Nikolic:** No, it's good to lock them in. But I'm saying why do we need to take the clause out. They wanted it out? **Garratt:** Yeah, they sent it over with it out. **Nikolic:** Okay. **Garratt:** It's what they proposed for us. **Nikolic:** And we can't counter? **Garratt:** I mean, I guess we could try. **Nikolic:** I mean, what does Council think? I mean, it's no harm, no foul but... **Garratt:** In two months we're already at 23. We already know we're going to be way over. **Warren:** I don't think it's necessary. **Nikolic:** Any other thoughts? **Davis:** I don't think it's necessary either. **Nikolic:** Anyone else? Any opinions? **Williams:** I don't have an opinion one way or the other. If it is a great working relationship. And you could just ask and see how they respond. I don't know what the harm will be in just asking. But, I don't have an opinion one way or the other. **Nikolic:** Do you feel it would cause tension to leave it in? **Garratt:** I don't think it would cause tension to ask. **Nikolic:** Right. **Garratt:** I can do that if it pleases the Council. **Nikolic:** Right, that's why I started by saying no harm, no foul. Because, you know, it's just something that will protect us, right? In the event, I mean, of course, locking them in for the three years is a good thing. But just leaving that in it, it doesn't harm them if they can see this. But in the off chance, you know... **Garratt:** I can ask them if they would. **Nikolic:** Right, I mean, it's just a thought. Let us know what they say. **Hardin:** No chance in the next three years. **Nikolic:** Right, but the point is, why take it out. But that's just me, I'm a litigator. So for me, I always look at the contract is, you know, you never know. **Warren:** You don't need to be a litigator to read the contract. We understand what we're reading also. **Nikolic:** Well, I'm talking about being overly cautious, not reading. **Warren:** We're all overly conscious... **Nikolic:** Cautious. **Warren:** Cautious and conscious when it comes

to the residents money. But the thing is, just like my position. Is that, if they elected to take it out, and if in three years we don't see (inaudible). Based on the fact that we're only talking three years, what are we losing? **Davis:** So, this one is going to be dead, did we just started a new one? **Garratt:** This is the issue; our contract has expired. And my only concern is, if I go back and ask. It is expired, I think we have a good working relationship. We pay them on time. So, I don't think it'd be an issue if I did it off the record kind of thing. Like hey, can you throw it back in there? If it's a big deal, leave it out. I can ask that question. I can just do due diligence on it. **Davis:** So, the one that we have now expires at the end of March? **Garratt:** It's expired now. **Davis:** Okay. **Garratt:** So, that's the only issue, jails are funny. Because they're expensive, and departments don't like to have them. Bedford is just trying to reincarnate theirs. And they haven't taken anyone from outside yet. But they're trying to because, you know, it's tough. Anybody and everybody are trying to go somewhere. Or trying to find somewhere to jail inmates, it's very difficult. A lot of overs, a mess when it comes to that. So, they'll be somebody, If we don't jump on this. I guarantee there'll be somebody else that snatches it up, the spaces that we have contractually gotten. That was a thing, they did us a favor in the beginning. Because the next place is North Royalton. And for me to run to a prison to North Royalton with a guy... Sometimes I only have two, maybe three people on duty at the same time. **Nikolic:** No, right, we don't dispute the need and the relationship. **Garratt:** I'll throw it out there. **Nikolic:** Okay, **Garratt:** I'll do that, because I'd really like to get a lock down. Maybe we can act on it next time. But between now and then I will find out. **Matlock:** Do we need to act on this today? You just said that it has already expired. **Garratt:** It is expired. **Matlock:** And you're waiting to see, or hoping that the space is still going to be available for us, correct? **Garratt:** As of right now they know. I explained it's in your hands and you're evaluating for approval. **Matlock:** Okay, do we have to Ordinance for that? **Nikolic:** And they were paid, 0there's a check that they were paid last month. So, the relationship is still working even though it's expired. **Garratt:** It is, the only reason... **Nikolic:** They've been paid, so it is still going on even though the contract is expired. **Garratt:** And the only reason I say that I'll go back and ask them. Is because we have a very good relationship, because of the administrators that are there now. I wouldn't probably recommend that if we didn't. **Davis:** so, do we need to have a special meeting? I mean, because once he finds out. We need to ASAP work on it because it might be changed. **Nikolic:** He said we could wait until the next one. **Williams:** We have a special meeting planned to approve the budget this week. If necessary, can you get with them. **Garratt:** I can ask tomorrow. **Williams:** Okay, because it could be added to our special meeting. **Garratt:** And it gave me a time to feel him out, like if there's red flags like we got to get this done right now or at the next meeting. **Hardin:** Chief, one of my constituents in the audience received a letter. And they addressed themselves, as I understand it, as part of the FOP. Mrs. Butler, did you bring the letter with you? **Butler:** I did not, I'm so sorry. **Hardin:** Could you give the Chief, do you mind? Just because it seemed like a fraud, it would be quick. Could you just tell him what your concerns are? Or, do you remember, I can, if not. **Garratt:** Mrs. Butler, if you go back and call me tomorrow. I will be happy to assess it for you. **Butler:** I will definitely call you. **Hardin:** Thank you, Mrs. Butler. **Butler:** I just know that we seniors are targets. So, diligent about monitoring things like that. **Garratt:** And as I said before, if you guys ever had any questions. I rather get a fraud call that doesn't happen, call us any time. **Nikolic:** Any other questions for our Police Chief? Hearing none, may we hear from our Building Director.

Building Chief, Marinucci | **Marinucci:** Thank you, Madam President, just a quick note on that Macedonia property. It is in the hands of the legal department now. Basically, what we did is, we complied...I've been working hand in hand with Ross. We gave them due process issues; we went through all that stuff. Gave them time to meet with lawyers and all that, time has expired. This past week, Ross was in the department to compile. I gave him all my work products associated with this. Whatever it's going to go forward with that. Then I'm here for questions.

Hardin: Sommerville property, where are you so far as to the legal aspect of it? **Marinucci:** The one I sent you the email on? **Hardin:** Oh no, the property on Sommerville. It looks like it is abandon.

Marinucci: That's in the hands of legal that service and process. Whatever they're going to do, they're going to do. I can't do anything anymore with the property. They are very much aware of it. And, what's going on is, we have the Police Department, actively involved. We went through all that aspect of it. We were not able to obtain service of process. And you got to get service of process. So, there's a whole procedure of what they're doing. That's all in their hands.

Hardin: So, they haven't even been summoned yet or whatever? **Marinucci:** They have not, the court documents have not been prepared. **Hardin:** So, what do you do? **Marinucci:** You have to get service of process on the defendant.

Hardin: I'm at West Bombay, and I never answer the door. So, what do you do? **Marinucci:** Jim, can you help me? **Climer:** There's certain situations on which you can obtain service of process by publication. If you are unable to find them. **Hardin:** Jim, would you get involved? And I'm going to tell you why. And I did speak with your department, and it's not happening here. But I'm aware of very serious situation where we have squatters. Not in Oakwood yet, but, we're not even accustomed to having houses empty this long. But, I'd ask for special attention to a couple of places. But those are the kind of things that this leads to. It's deteriorating and once they are in... You talk about money? I know someone had to spend twelve grand to get squatters out. So, that that alerted me to the possibility.

Marinucci: I can present to you that, because through communication. Speaking to the neighbors, because this things started to hear a while ago. The permit process is long over with. They came in, the original owners, and I think they are in Cleveland Heights or something. **Garratt:** University Circle. **Marinucci:** University Circle, they came here and got a permit. And he had real issues, ancillary issues that come with the real ones. The real one to me is that they started the process, but they never completed it. And then neighbor told us, speaking, they ran out of money. And there's nobody on the other side. And I don't know, I hope... I've represented this a long time in the past. I hope the contractor was diligent enough to rubberized it before he left.

Hardin: Well, all the wishing and hoping is not helping because it looks terrible. So, Mr. Law Director... **Climer:** Yeah, Dan does Ross have the file one it? **Marinucci:** Ross has been told about it. So, I'll call him in the morning. Mayor, one thing you asked about the awning at the gas station. The lawyers were called that represented the gas station. So, we're going to get back to you on a date. **Gottschalk:** Okay, thank you. **Hardin:** Could you give me a call after. Mr. Law Director in a day or two, because it's bad.

Warren: If he can't serve, and the Law Director is saying that there's another way to do it. Why don't we just move forward with doing it in lieu of service? **Climer:** Let me find out what the situation is and we'll get it on track. **Warren:** But once you do, you know that the whole intent for the Council person is to get this thing resolved by service. However, it needs to be done. **Climer:** Right. **Warren:** Okay. **Hardin:** Thank you, it's been two years. **Marinucci:** They don't have the money. **Hardin:** Well, we're not going to live with that house deteriorating like that. So, they lose it, put a lien on it, do something with it. Because that is ridiculous the way that house looks. **Davis:** We did not get an updated thing about going around our city. **Marinucci:** You'll get it at the end of the month. I sent one not that

long ago, you'll get another one. **Davis:** The one you sent me was from January, and it was just two lines. And the ones from September that we asked about two meetings ago. We asked you about the ones that were listed as cited. city, but they had no going back and checking them whether they were compliant now or not. **Marinucci:** I went into the file and I closed them out and sent it to you. So, you have all those line-items that's closed out. If not, I'll resend it tomorrow morning. And at the end of the month, because he's doing his rounds. We'll fill that out and I'll send it to you. You'll get another one in a week. But as far as the ones that's being closed out, I closed them out two weeks ago. **Davis:** So, they were compliant, is that why you closed them out? or are you talking about they were just not listed? **Marinucci:** These are minor issues, these are grass cuttings... **Davis:** No, you have a mailbox down, and house deteriorating. The mailbox that was down, I asked him specifically about it. He goes, okay I'll back this up, so we closed it out. **Warren:** Did he give you a picture of it? **Marinucci:** No, I didn't ask for a picture. **Warren:** Well, let me just make one recommendation to get pictures of everything that they go out there and see in the field. **Marinucci:** Yeah, he has a lot of pictures. **Warren:** All right, so he should do it, and then give you a report. Saying that the mailbox is in, show the address, and then give you a report. **Marinucci:** Those things are real minor. **Davis:** If a house is deteriorating... **Marinucci:** The issue with deterioration, we have to keep on top of it. But most of that has been complied with. **Williams:** Can you talk about the process and procedures for contracts Brian? He's mentioned Cirincione's name a few times. And I know his contact ended in 2023, I know we did appropriate with 2023 levels. But if he doesn't have a contract. How were we paying? I'm assuming he's not working for free. **Thompson:** Yeah, if I'm not mistaken Ross has a salary portion, but in this legislation, he has a piece as well. I think at \$112 an hour for his services in that respect. **Climer:** For litigation. **Thompson:** Yeah. **Williams:** I thought that contract ended 12/31. **Thompson:** Well, the new one for the legislation, wouldn't that be his renewal Jim? **Williams:** It's tabled, it's been tabled for several months. **Climer:** An Officer, once appointed, remains in office until replaced. So, he's working under the old ordinance right now. **Williams:** So, process and procedure was my original question. Once someone is out of contract, we just continued to pay them? **Thompson:** I mean, just the situation we're talking now. If we're going off of the old contract, we would until something is removed. **Williams:** So, what would be the purpose of a contract if when it ends, we can just continue to operate. **Warren:** Not to be creating a problem, but it'll be the same concept of the Police Chief, and Solon without a contract. **Williams:** Whatever the concept is, we talking about process and procedure. What we spent a lot of time on yesterday is how are we making payments? Do we have actual authorization from the Council. Or are we just making payments because we used to make payments? **Warren:** Well, the Law Director is saying that the contract carries over until that contract is replaced. And if there's a need for services, we can't be without the services of the professionals that you hire. So, I guess that's where the concept of the contract being carried over. So, that those people could provide the services that are needed by the Village. Just like we're talking about fire protection and police protection. **Williams:** The position carries over, is what you said, correct Law Director? Because the contract ended effect in 12/31... **Climer:** It was not a contract. He was appointed pursuant to an ordinance to an office in the city. An office holder continues in office until replaced or terminated. **Williams:** So, there is no contract? **Climer:** He is appointed pursuant to an Ordinance. **Nikolic:** So, the Ordinance is the contract. **Climer:** I mean the Ordinance appointing him, acts as the contract. **Warren:** Let me just try to clarify it. He's under ordinance as a pay for employee for certain, services. And then those services that exceed those things, like the litigation, like going to court and things of like that. It

is different, as it always has been with the Assistant Law Director. It's a different pay, so if we're not in litigation, he's getting paid his regular salary until he's replaced. **Climer:** Yes, he is paid a salary. And then for the litigation, going to court, jury trials, motion to suppress hearings, he's paid \$112 an hour. **Williams:** So that is that's not the salary portion? **Climer:** Correct, that is not an unusual arrangement. **Williams:** I'm not asking or implying that either. I'm just asking a very specific question. That is the part that is not the salary, that's all I'm asking. **Climer:** That's correct, and that is per ordinance, as is the salary. **Nikolic:** Any further questions? **Scruggs:** Yes, it's kind of in line with, contract timeline. Is there any place where we are... since we're not on a staff or, contracted time. Where everybody's contract renewal is on this date, or this season, at this time. Is there any place where we're keeping record? Like a calendar of when contracts or things are going to be coming up for renewal. Where we can kind of get a handle on this. Because I've noticed we've kind of lost several timelines where, you know, we didn't know it was coming up. Is there any place that we're keeping record of these things, the agreements that we're getting into? Do you have that or it's just kind of... **Thompson:** I don't think it's like in one place. I mean, usually directors come to me, and they know that some of their services are retiring. But I don't know, a straight answer we don't have one like in place showing all of them. It usually comes out the directors. **Warren:** I think that possibly there are certain positions that are renewed annually. A lot of those positions are supposed to be reviewed and renewed annually. Such as the Law Director and all the other appointed positions. And then there's other things like you're saying this just service contracts. That's a little different than the employment or professional service contracts. But most of our professional service contracts are renewed annually. **Williams:** So, as we start to get a handle on finances. Are we thinking that we should have a spreadsheet with timelines? **Scruggs:** Absolutely. **Thompson:** So, we are not having conversations like Solon's contract. When we were already out of contract. Which we know was delayed by other budgetary issues, or rather, unexpected reports. But that would be helpful. **Thompson:** Okay. **Williams:** Would you like that with the monthly finance reports? **Scruggs:** Yes. **Nikolic:** Any further questions for our building director? Hearing none, moving on to agenda item number seven, Ward reports. This is the first week we're doing this. This is something new. Each council person is going to do a short report on their ward. If they don't have a report, they can say no report at this time. Let's try and keep for starters, our comments to maybe like three minutes to see how it goes or, you know. If you don't have reports, say no reports. But this is something. So, you have more detailed information from your direct ward.

Ward Report

Councilwoman Scruggs: No report at this time for Ward one.

Councilwoman Hardin: Since this was my idea, I have to say. I have asked the Service Director to re-issue the Waste Management flier to several residents. Because they're saying they never received them. So, if there's anybody that said they didn't get them. They will be getting them.

Councilwoman Matlock: No report at this time.

Councilwoman Davis: I'm next, ward four, we had talked with Mr. Garrett. Because we have a resident Macedonia Road that's complaining about lots of speeding going on Macedonia Road. And that affects many of us in ward four. And so, he's going to put up the speed trailer with the

speed things to flash for a while. And they're also going to be patrolling more. And then when it gets a little bit warmer outside. We'll have that beautiful motorcycle Policeman. That Policeman is going to be sitting on different parts of Macedonia Road. Okay, so you're now forewarned.

Councilperson Williams: I'll report on our NLC trip to Washington D.C., which was March 13th through the 16th. Most of council attended an after-school policy, type of webinar or workshop. Where we learned about how to integrate apprenticeships into the community in combination with the school district. And so that's something we talked about exploring as having some type of apprenticeship program. We know some ties already exist. But just expanding that and seeing what that would look like in the context of our community with the school district. I have a few concerns that have been raised by residents. For the noise barrier behind Free Avenue, as one. Residents are inquiring about their tree screening. That was promised as a result of the Interstate McBee project and the Waste Management project. The tree screening was supposed to happen behind their properties. So, when we raised a Tiff dollars yesterday in the finance meeting. Just seeing what we've allocated for those trees to be actually installed. And then, we have some concerns with Suwanee being repaired. And really not repaired, it just needs to be totally replaced. So, those are the three major concerns for ward five.

Nikolic: Okay, thank you Council persons, moving on to agenda item number eight. This is committee reports, this is also new. The committees are now back in business. They've been out of business for many years. But now I'd just love for the Council person to tell the chair... Each Councilperson is a chair of a committee. At this point they may or may not have a report. But I'd ask each Councilperson to simply let everyone know which committee they're the chair of. And if they have anything to report if not, this is a new addition to the agenda. And of course, the committee meetings as well as the general meetings are public. So, if there's any committee that's of interest. Watch the watch the notices, because those meetings will also be public for you to join and participate in as well.

Committee Report

Fine Arts Committee

Councilwoman Scruggs: I am the chair for the Fine Arts Committee. No report at this time.

Health Care Committee

Councilwoman Hardin: I'm the chair of the Human Resource department, and at this time, there are no reports.

Utilities

Councilwoman Matlock: I'm the chair for utility department. And right now, we're just trying to look into different utility companies and see if we can get our community a lower rate with utilities. Or at least that the residents know what utility company that they can use. That would provide them with a lower rate. That would be on your electrical and your gas program.

Environmental Committee

Nikolic: I am the chair of the environmental committee. If you know, next month is Earth day, and Arbor day. So, it's Earth day, Arbor day all month. Today we had a presentation with our

committee for a climate action plan. We're going to start, looking towards what we can do in the Village to be more green. Also, on the 27th, we're looking at having an electric vehicle display. So, people can come and start educating themselves about electric vehicles. And maybe have some other stakeholders come and educate about recycling. Also, we had Brian Segers, he's with the OEC, the Ohio Environmental Commission. He's also going to work with the Village to help boost up our recycling program. So, there's a lot of things in the works. We'll get you more details about Earth Day and E.V. vehicles. I've also been speaking with, Chief about the possibility to test and evaluate patrol cars, perhaps. They have a new Tesla model that allows for transport. And, you know, there may be some grants or something to allow for testing and evaluation. That would be a great way to save on fuel. So, these are some things that are coming out of the environmental committee. And, you know, we typically will meet on the second Tuesday of the of the month, right at 5:00pm., we'll try for that schedule.

Economic Development/Grants Committee

Warren: Economically grants Committee chair, and I don't have a report. But I'm always working on and looking for grants.

Safety-Service Committee

Davis: I'm the chairman of the Safety and Service Commission. And I just want to reiterate that we have the best Safety and Service Department in the world. But, if anybody has any problems with safety or service, or something. Besides bothering them, you're more than welcome to bother me.

Tax Incentive Review Council Committee & Finance Committee

Williams: I am the Tax Incentive Review Council Committee chair. I have no report at this time, We have not met yet. I am also the Finance Committee chair. We have a lot going on and a lot of work to do. As you heard, we are going to approve a 50% budget for Oakwood Village through June 30th. So, we can continue to have our services in the Village. What that essentially is, is we're taking the budget for 2023. And we're taking 50% of our budget, and we are using that budget again for 2024. Until we can go through further reports. To find out more information, make sure our reports align with what we believe we know. And what is actually happening within the Village day to day. As you know, the budget is Council's authority to approve. But we do not have day to day operation. And so sometimes the information doesn't always get back to us in the way that we need to approve a budget. So, we're making sure that we go through that very thoroughly this year. We are under a special audit investigation from the state of Ohio. So, it's very important that we begin to do things differently. To make sure that we are protecting the taxpayer's dollars. And that is our finance report.

Nikolic: Thank you, going on to agenda item number nine. The floor is now open for public comment. Please step to the podium and state your name.

Open Floor Comments

Donese Harris, 26455 Morning Glory, Harris: Hello, good evening, my name is Donese Harris and I live on Morning Glory. And I would like to thank the Police Department because they answered every time I called. And I could have called more. But because my father is a retired

Police Officer, my issue is that's probably not as major as it could have been. And I would like to apologize for not reaching out to my ward person Mr. Scruggs. But ongoing problem, I wasn't going to address it here. Well, actually, I reached out to someone in my neighborhood, and they suggested I address it here in with our HOA. I live across the street from probably the liveliest house in the Meadows. And there are times when I literally cannot, if I'm not home. I have trouble getting into my driveway. If I'm at home I can't get out because there's a lot going on across the street. And also, probably last year, my neighbor now has two pit bulls. I'm off work on sick leave this year. So, I can tell you that she just opens the door and lets the dogs run out. I called the Police because she now has an invisible fence. But the invisible fence... because my friend has a dog. And my friend, I'm like well the dogs are running up and down the street. And my friend told me that the thing only works if the dog is wearing the color is the collar. Which is why my ring cam is going off at 1:40 in the morning. So, when my ring cam goes off the 1:40 the morning and I pull up the camera. I can see, on my ring cam, right across the street. The front door open and the dog running around. So okay, this is this is about to sound crazy. But my driveway is only four car lengths long. I drive to my mailbox because I'm scared to walk from my front door to my mailbox. Because I'm scared of her pit bulls. I'm scared to go out and work in my yard. I mean, this is... **Gottschalk:** Chief, what can be done about this? **Harris:** I called the police several times. Because like I said, I'm at home during the day now. I've been at home all year. I can say she just opens the door, and the dogs are just running around. They're just running, and I'm looking, I don't even call the Police. Because I'm in the house now because it's cold outside. Well, they're older senior citizens that are walking. And I noticed there was one of my neighbors and I'm sorry, I don't know them. The neighbor apologized, she said I'm walking in your grass because I don't know if those dogs are out. So, those senior citizens that are walking every day. They know that the dogs are over there. So, that's why she said I'm walking in your grass every day because I don't know if those dogs are out there. I'm scared to go out and work in my own yard. And I'm like, this is ridiculous. **Gottschalk:** What's your plan of action? **Harris:** I know what mine is going to be. **Garratt:** You said you have the ring doorbell? **Harris:** mmhmm. You have footage of them outside their property? **Harris:** Mmhmm, and with the door wide open. They just leave the door open for them to run back in after they let them out. **Garratt:** But do you have images of them off of their property on your property? **Harris:** When the ring camera goes off, yes. **Garratt:** Can you save that ring camera footage? **Harris:** Yes. **Garratt:** Then we can cite after that. **Harris:** Okay, because see, I only call the police during the day. Like at 1:40am, I don't call the Police. **Garratt:** It's frustrating for you and us because by the time we get up there. The dogs are back in the house. **Harris:** Yes, they are. **Garratt:** And then we're like, yeah, well, now if you're saying... No one's going to allow us to prosecute them. However, if we have evidence of it, such as the ring door. If you have a captured image and or video. Turn it over to the officer, we'll be happy to cite. **Gottschalk:** Chief there's other residents that are making the same complaint. **Garratt:** Again, if they are outside the yard as they call us. And we come there and the dog (inaudible)... **Gottschalk:** Forget getting the... I mean that should be enough to be able to do something. **Harris:** This is ongoing, this just didn't start in January. **Garratt:** You have to prove that the dog was off the property. **Gottschalk:** There are different, people that are all saying the same thing. Come on... **Garratt:** Mayor, this is my area, I'll take care of it, thank you. If you have an issue, and we have four people write statements to us that the dog is outside. I'll go bring that to the prosecutor. **Harris:** And I would say this, I've called the Police and you all have helped her go get the dogs. **Garratt:** Now understand that... **Harris:** I don't know how many times I called, and you all had helped her go find the dog during

the day. Because I call the Police during the day. I don't know if she's (inaudible), I don't know that. But I'm just saying it's like ridiculous that I can't go in my own yard. **Garratt:** Absolutely, what's your address again? **Harris:** 26455 Morning glory, the first house. **Warren:** I'll ask the Council Clerk if you can look. We have an ordinance for animals. We do have an ordinance for the animals. So, if you can pull that ordinance out and provide it for the Police Chief. Oh, in addition, you can give a copy to the rest of Council. We will review it because this has been an issue over the years. We'll see what the ordinance says and if there is any room through the Law Director to revise it, we will. But I almost believe that at one time, the state of Ohio had the pit bull identified as a animal that... **Garratt:** Not anymore. **Warren:** You said not anymore? **Garratt:** They had to pull that out. **Warren:** One time they did have a vicious dog... **Garratt:** Not allowed any more. **Harris:** And there's something else I want to ask. Because I tried to look but I didn't know exactly where to look. There's no, like, leash laws in Oakwood? **Warren:** Yes we do, and that's why I'm saying we have an ordinance that I had identified for that purpose. **Garratt:** They can run around their yard; they just can't leave it. If they leave the yard and you go walking it has to be on a leash. **Nikolic:** Thank you, I just want to remind everyone. You have the right to speak uninterrupted for a minimum of five minutes. Okay, uninterrupted, to your heart's content. So don't feel as if, you know, you have to stop or wrap it up. If, you know, after five minutes, we may ask if we want to clarify a point or something. But you have five minutes to speak without interruption to your heart's content about whatever you want.

Nanette Carter, 26449 Morning Glory, Carter: I live next door to Donese daughter and those dogs, they are a problem. Whenever my girls come over, they are afraid to get out of their car. Because the dogs just bark all the time. And we have been dealing with this for so long. I've been in my house for 18 years in the meadows of Oakwood. I think it's like going on what, 19 years? So, we have been dealing with this for a long time. However, the same house, there is always something. I had to call the Building Department several times this week. This is Tuesday, she had a couch outside for two weeks. For two whole week like we in the ghetto. I pay too much money for my house, to be pulling up in the meadows. To see two couches for two weeks. I call the Building Department. I called the homeowners association, that's what I did. But why can't the Oakwood Building Department do something about this? I mean, why do I have to pull up my driveway and see this? I'm sorry, pull in the development and this the first thing I see. Two big couches, they like standing up for two weeks. Actually, they just got removed today. I called the Building Department two times this morning. Please get this couch, I mean, can someone go to her house and do something. It's Easter weekend and let me back up. The couches weren't wrapped up, so she didn't even wrapped it. I mean, it's been like this for two weeks, wet with snow, it was ridiculous. **Scruggs:** I received the message today. The couches were removed within an hour and a half of me receiving the message. Mr. Haba, Tommy Haba, I spoke with him. He went out, went to the house, knocked on the door. Because basically the only thing that we could do at that moment. With the Waste Management, they expect us now to wrap our couches before you pick them up. And they expect us to make the phone call to schedule a large pickup. If you do not make the phone call to schedule large pickup, and you don't wrap it. Waste Management is going to leave it there. Outside of that, then you're supposed to get the citations. So, Mr. Haba, who is not here, who is on his way on a vacation. Before he got on the plane, he said, "I don't want this to go down the rabbit hole". Which speaks to the excellence of our workers here in Oakwood Village. He said, "I want to make sure; I'm just going to go to her house. And I'm going to knock on her door and I'm going to talk with her". No one was there, he

said he saw the Waste Management truck driving down the street. He flagged them down, he and the Waste Management person put it on a truck. They didn't even wait. **Carter:** Thank you.

Scruggs: So, that's Mr. Haba, but when we found out about it. We got on it pretty quickly. Talked with our president also of the association. He mentioned to me that that was out for a while. I didn't drive that way, so I apologize I didn't see it. But we understand your concern, it should not have happened. We try to follow those chains, and, you know, we'll make sure that we're doing the best that we can as soon as we find out. **Carter:** Thank you. **Scruggs:** You're welcome. **Carter:** One last thing the trash can. She leaves those out like six or seven days.

Nikolic: Thank you. **Warren:** I just wanted the two young ladies to know. That when you have a situation, like the couches or something like that. You can call your Councilperson, but you could call the Service Department. And then they will work out something. Because the large items, like they say, they have to make a special trip for those. They don't put them on the regular truck. But our Service Department, or the Service Director, our Assistant Service Director will make sure that that's addressed. **Carter:** We are all aware of calling and making an appointment. She just doesn't following the rules. Everybody in the development, I mean, they do, they wrap the furniture. But it's just that one house. **Gottschalk:** Dan get that address.

Marinucci: Can I mention something, my assistant was telling me about this. Part of, the process, we always say contact the homeowner association (inaudible). **Scruggs:** I am on the homeowners association. **Carter:** I did reach out to them today. And they suggested that I come here. But I have been contacting the HOA people. **Warren:** I don't think that the homeowners association have the municipal responsibility...

Gottschalk: I want Dan to understand that things should be gone the next day or... **Hardin:** Any time a citizen calls any part of the administration regarding a problem. We should be communicating within the different department. Okay, that's just plain common sense. Now, if those couches have been sitting out there for two weeks. Now, Mayor I want you to hear this because it's this time. For two weeks, and the response was call homeowners association. Mayor, that is unacceptable, that is an unacceptable response. **Gottschalk:** That's why we're taking action. **Hardin:** Well, how many times do we have to go down this rabbit hole? Dan? **Marinucci:** Okay, hold on let me say something. **Hardin:** I need you to say something, go ahead. **Marinucci:** Because you're going down the path of... the phone call was made, and the response was contact the homeowners association. And then we washed our hands of it and that's not true. We always say contact the homeowners association because they have jurisdiction over different issues we have jurisdiction over. Simultaneously with that, anytime there's a couch that's left out. We've always called the Service Department. Well, we hear it from both sides, and when Aaron was at... I'm familiar with this because this was just brought up a couple of days ago. And when Aaron was walking out and running out to go and see it. He said I'm calling up Tommy, as he's walking out. So, we work together with the different departments and definitely with the Police Department and the Fire Department. **Hardin:** Are you telling me that when, Aaron or, Ryan or whoever. Ran out the door, that was the first time your department was aware of those couches? **Marinucci:** I can't answer that, but I... **Hardin:** I would like for you to get back to this Council and your boss...

Marinucci: All I can say is this, the phone call was made about couches. Because I was doing emails to Ross at the time, and he says I have to go and check couches in the Meadows. So, that's when I knew... **Hardin:** Umm Mayor, I'm going to ask you to follow up. To find out when the Building Department was notified and how long it took to resolve the problem. Yes, you.

Patti Napier, 21675 North Lane, Napier: From ward five, Councilperson Ms. Candace, and Mrs. Hardin, and this young lady front, which I'm glad to see. I live at 21675 North Lane and I'm going to make this short. And, Mayor, it's been three years since that company opened behind our property. And it's a situation that's gone from bad to worse and I'll tell you why. I just realized that the road that they have back, like we're behind, we're in the back... our properties are at the back door of this company. This is the back of the company and here's our property line. And I just realized that that road is a construction road. Only for heavy and big equipment. And for the last three years that's all that's been going on behind our houses. Those big trucks full of dirt, stones, and they have trailers. And now they got some pipes back there. And the thing of it is, is that. You've left us wide open. I mean, they're right on our property line. The thing, two things, first thing you can ride down Ms. Candace, ride down Free Avenue at 1:00 in the morning to North Lane. And then that company is lit up and the back of our houses, is right there. They're on our decks, there on our swimming pools... **Gottschalk:** How many houses are you from going west from Oak Leaf? **Napier:** I think maybe two, all the way down to right Avenue. And it's like we have no security. There's nothing there for our safety. Our lots are wide open and then on top of it, you know. Oh, boy, my neighbors were supposed to be here. They'll be here maybe next Council meeting. They're really upset, I mean, they're spitting bullets. Because what this company has done. They're developing the land all the way back to the railroad track. And I said have at it, I don't care what you do. What I'm interested in, is what you going to do for our property as homeowners. Because what they did to my neighbor, and I was so upset. I have a little hill, and a creek, his goes straight out where he landscapes straight up. And right on his property line they got a mound of rocks and dirt four stories high. It's higher than my house, right on his property. And he had a confrontation with one of the construction workers trying to wave him back. He said, I'm waving you back. This is my property, and we want to know who's going to stand up for us. And go back there and say, wait a minute, these are homeowners here, we're paying taxes. They landscaped the front of the company. And it's nice, you know, they got the grass. You can park real nice and everything. Drink a cup of coffee for you if you want. But behind the building where we are at. We need more than a fence; we need a barrier. **Gottschalk:** I'll be calling the owner on Friday. **Napier:** Please do, cause this is like, oh my God. And it's been bad, my neighbors have taken pictures. And they're going to be in here. It's bad, and I think it seems like to me three years is long enough. And they think they can do whatever they want to do. Because, well, who's going to say anything to them? They're not thinking about these black people on North Lane. They are doing whatever they want to do. That's how it's coming down the pipe. **Gottschalk:** Just call the mayor, dee, don't let this go on three years. We'll get on this thing, and I'll be speaking with the owner on Friday. **Napier:** Okay. **Gottschalk:** All right, leave your number, though. Because there's another issue that concerns me down where you're at. **Napier:** Oh, cause I was like... I think it was last year I refinished my deck. And in 48 hours, it was messed up already. That's how bad it is back there. And I think one of the neighbors put his house up for sale and sold it. Because he felt the Village is just going to run him out of here. Who's looking out for him? And it was a nice house, too. **Williams:** Thank you for coming, while you're here, what would you all like to see happen? **Napier:** A barrier, you know, like when you go on the freeways. That's what it's going to take, it's that bad. Right now, when I drive home, they're lit up in the back. And I understand why, for their security sake. But they're not thinking about these are homeowners. They are right here on us. **Williams:** Well, if you remember when that project passed, and we talked about it. There was something called Tiff dollars that are supposed to be used for projects near that area, right. So, we talked about

that funding was supposed to be used for the screening that you all were promised. **Napier:** Nothing has been used, it is more than a fence issue. It really is at this point.

Bernice Butler, Lynbrook Dr., Butler: I have two issues, number one, I like to address the dog issue. I'm a walker, I walk at least three days up and down Forbes Road. And sometimes when I'm walking, there are people out there walking with their dog. And this one man he had one dog on a leash and his pit bull was not. So, I stopped at the corner, and I said sir, put that dog on a leash. And he said, ma'am, this dog is friendly. And I said he's friendly to you, he won't be friendly to me. And so, I just stopped there at the corner. And I said, I'm going to turn around if you don't put the dog on the leash. So could another notice go out to people in our neighborhood. That that is a law, and you're supposed to do that. The dogs may be friendly to them, but they're not really to other people. So that's one, that's number one. That's the request I ask of you all please, just to help us. We want to enjoy this neighborhood. I've been here since 1970, and I plan to stay here until the day God has planned for me. And I plan to walk, and Spring is my greatest season of the year. I like being out in nature, and I'm going to continue to do that. And that's why I love this area because it's so beautiful in the Spring. Now, number two, behind our home, there are homes on Richmond Road. And then they are homes on Lynbrook. Well, between the two there's a ravine where garbage and everything else comes down in the ravine. We need help from the city to clean that up in the spring. Because, you know, once in the fall, the trees and limbs fall down and the leaves. Some of us try to keep it clean. But we can't get all of it because it's a lot. And in order for us to get it, I even call someone to help me. And they the price they gave me was too much. And so, I'm asking my city to do it at least once during the Spring. If you could have people come, Mr. Haba, he did it one year. Come down and just clean it out for the Spring. And then once in the Fall, is that possible? **Hardin:** Yes, it will be done. **Butler:** Thank you so much, that's what we need. **Nikolic:** I just want to respond. Last week, we were speaking to the Service Department about creating... there's not currently a schedule for litter collection. But what we were suggesting was, you know, when you go in a bathroom. And they have a list last service years. So, and of course, ward Council would also contribute to this list. But I asked Tommy if he could create a list of the streets and put a date of last serviced on there. So, when you actually look at the list. If you're getting several complaints, maybe there needs to be some more education, some more moderate monitoring. If, for example, one street is, you know, every two weeks you're having to clean it up. The Service Department was very responsive to that and I'm expecting to see that list. And with that, we'll absolutely add on that ravine. That can be included and maybe make that a top priority. If he doesn't recall having serviced it in a month's time, then maybe he can get out there and take care of it. For the dog leash, I'm thinking sometimes they have the signs with the fine, if they're put up. Maybe we could talk to service about getting a couple of those. You know, it may not be a deterrent, but you can always point to a sign and say, you know, or take a picture. It just as a deterrent, just as a way to start. So those are some ideas that we can run past service to see if we can get some motion to help you. **Butler:** One last thing I want to ask you about. With the bill back bit of money. When I came in, I asked you what you're going to do with that. You said the plan for 2024 was to do Forbes Road, is that on the list? **Gottschalk:** Absolutely, Forbes Road will be reconstructed this year. They're doing the whole thing from Richmond all the way to the to the 271 bridge. **Butler:** Excellent, excellent, that that would be wonderful, add to our community. **Gottschalk:** Absolutely, and Council just approved this project for yesterday at the finance committee meeting. **Butler:** Excellent, excellent, and I invite every one of you to come out and walk. From 271 down to Richmond

Road and keep these joints moving, keep the fluids moving. **Nikolic:** One other thing, a resident in ward two, actually, Ms. Shirley Stevens. She approached me, she wants to start an organization called Oakwood Walks. So that's something that, I will definitely pass your information on to her. Because she wants to start a Village wide health wellness initiative. She wants to call it Oakwood Walks. We were supposed to meet last week. I wanted to talk to you and, of course, Council. But, yeah, Ms. Stevens, she wants to start this wellness program walking. And, you know, she wants to get everyone together that wants to walk. **Hardin:** May I respond? **Nikolic:** Absolutely. **Hardin:** We already have an Oakwood walk club. And Ms. Butler... **Butler:** Yes. **Hardin:** You and I talked about Ms. Cotten starting it last year. Nobody knows about it? All right, I'll make sure she... **Nikolic:** Put it together with Ms. Stevens so they can combine. **Hardin:** Shirley is aware of it, so I'll can talk to Shirley, she's aware of it. **Nikolic:** Okay, let's all work together. **Hardin:** And I just want to commend publicly, Mayor. We can always depend on Tom Haba. Let's just put things in their proper perspective what happens here. You can call Tommy any time of the day or night about any issue. And I don't know if it's because he's a resident or because just the nature of the beast. But I have said it once and I'll say it again. When Tom Haba retires, Mrs. Hardin will be walking hand in hand. Because he is always amenable to help the residents of this community. And his attitude is just be beyond reproach. And I think we give people their flowers while we can. Mayor, he is the best. **Gottschalk:** Well, the last snow we just had a few days ago. I got a call from three residents in ward two. There was one at 7:00am, one at 7:15am, and one at 7:20am. Thanking us for having the Service Department already out there plowing the roads. **Hardin:** That's Tom, that's Tom Haba. He works with his crew, he verifies their work, and he is responsive. And I will repeat when you are working with taxpayers. They deserve a decent attitude even if you don't choose to do the work. You can at least respond with respect, and he always does. **Butler:** Yes, and I believe that his dedication comes from the fact that in 1970. When we first came up here to build our homes. His father was the Mayor, and so he has that dedication to the area. **Gottschalk:** Excuse the language but Ohio State Marching Band is dubbed the best damn band in the land. Well, we have the best damn Police Department, Fire Department, and Service Department. **Sizemore:** 100%, I got along with that.

Karen Howse, (Unknown Address), Howse: I'm actually here to ironically give some accolades to some of the departments. Soon it will be Mother's Day and yesterday, I had like, something hit me, I got emotional. I lost my mom August 14th, 2018. And I have to remind myself of something that my mom used to say. She lived with me for 15 years even though she kept her house in Warrensville. But she said, you know what Karen. Make sure you tell the Fire Department how much I appreciate them taking care of her. That message hit me this morning. I said I was going to come to Council and mention that. How grateful I was for the care that they gave to my mom. How compassionate they show my mom. And how understanding they were with me. Trying to do the best I could to help my mother. So, it came to me this morning. I woke up and I said, I got to remember. I put it in my text to myself, so I make sure I say to the Police, and to the Fire Department, I so appreciate you guys. My mom lived with me in and that was my best friend. And I miss her, and I just had to come up and say that. I can't believe this... come up and say how much I'm glad to be an Oakwood Village resident. And I just wanted to let them know that I appreciate it, and my mom did too. Secondly, I concur, Haba is the dude. He is so responsive; I think it's more of his demeanor. It is, and his approach. You ask him something and he is there. You know, you ask a question, he's responsive and I appreciate that. But even back

when I was a worker. He was like that, you know, if I didn't understand something. He'd said, well, you know Ms. Howse, you know you got to look at this... he was so like patient. And that's rare, but I appreciate him. But I appreciate all public safety. I just want to know how you can deal with the little groundhogs. **Garratt:** I called the next day after three weeks...(inaudible)

Howse: Thank you. **Warren:** Just to let Karen know how smart groundhogs are. When I lived on Forbes, they said that you throw some mothballs. This is what happened the groundhog kept going under our deck. So, I went through a bag of my balls up under the deck. The next morning, the bag was laying on the ground. The ground hog took the bag and threw it out from under the deck. Just to show you how these ground hogs think. But I had the same thing, October 1st, 2019 with my mom; just to let you know. And it was something I was reading, and it was a resolution of a person in the city. Their mother passed away at 97, and I said mines passed away at 95. And I wished I had her at 95 today. **Sizemore:** You miss your mom. **Warren:** Yeah. **Sizemore:** We always had a shoulder for you. **Warren:** I know. **Nikolic:** Floor still open for comments

Ben Sizemore, 2509 Garden Road, Sizemore: Is like you stopped you from being away. I just want to say thank you for the Police Department. Because my grandson comes over and I get the honor to watch him two days in a row. And the guys will come by and flash their lights at him. He just gets...the kid turns into another human being. He thinks that's the greatest thing since sliced bread. I've always told all my grandsons never be afraid of the Police Department or the Fire Department. Because children today are very (inaudible) with staying away from the Police Department. When they can approach a Police Officer and get help. You know, and these kids today, they've got the attitude you owe me. Too much TV or whatever it is, but you guys are always there. And you're willing to get out, talk to them. And I remember you when my girls were little, and they first got the bike. He would come by the house, and he had, as matter of fact. He had a group of Officers that, used to come out and help the kids out with problems with their minds. You had that, what was that girl's name? You had her and, (inaudible) I use to call him... The other guy who was with her, and they used to get up to talk to these kids. They really worked hard with them; they need that. Kids need a place they can go and get away without parents being there. But parents need to open up their eyes and look around a little bit. Sometimes take that phone away, it doesn't do them any good. The Fire Department I got to say, when my daughter called you guys to get me out of that house. It took you a bit to figure but you got me out there. You know, I mean they did a carry, they had to do a carry because my house is like a maze. But I'm here today, a couple pound lighter. But I thank you all very much. And I want to throw something at you. I've got trouble with a couple dogs, and I straighten them out. I walk on Garden and Hickory, and I walk all the way down to Broadway. Some odd times all the way down to... I come out to Alexander and Pettibone. And I'll come up that way and walk back. And I had trouble with the lady on my street when the boyfriend passed away. He had gotten a new dog, and the dog came after me. And what I did is, I hit it in the head once. He didn't take that one, so I did it again. And I thought she was going to call the Police on me. I said, (inaudible) then when I was a child. I got pulled off a bicycle down south, and the dog had me down on the ground balling. My brother got two dogs off of me. We went home, told my dad. My dad reached up and got his (inaudible), took him a couple shells. And went and shot the man's dog. I mean that's the way they handled things back in them times, back early 50's. I got a couple of residents on my street. My girl here is doing a great job, but, they, had a house fire. Well, garage fire, and he still got all the junk set out there. It's wide open, and it looks like Sanford and Son. **Davis:** Worse than that. **Sizemore:** Yeah, you could say (inaudible). And you

go down a little bit further back towards me across from Ray's old house. There's a young man there, and it's, he's taken over residence of his grandparent's house. And he has a pickup truck and some (inaudible) and about four yards of dirt. Wouldn't you say? Right there by his garage.

Warren: Who are you talking about? **Sizemore:** Right there on Garden. **Warren:** Across from my house? Oh, never mind. **Sizemore:** She knows where it is, it's across the street from the blue house; Ray's old house. Yeah, that house has been (inaudible). I slipped around a couple time, and they've done nothing. And Hickory, I'd like to see you do something with that strip, cause it's, it's got... I mean, you go downstairs you got to play Dodge 'Em to get down that street. The road is really washed out and, I'll let you know that. And there's a guy down there, he's got a beautiful home. We had the same thing. He had like four couches or two couches and moving boxes set out there in his yard and he never called or moved them. It all sits there and got rained on. And these guys don't want to touch them. Because a lot of people don't understand they don't want to take the bedbugs home. Or anything like that or any other kind of diseases. So, they don't do nothing with them. They go by and look at it to see if they ever wrapped them. There's a couch set out there for like three weeks. And he has got a brand-new home there but it's on Hickory. But he left his garbage cans out for a long time, too, you know. Now he's got a wheelbarrow that's been sitting there for a long time for a long time. I don't know if he has (inaudible) or what. But sometimes they do (inaudible). Talking also about, Oakwood they fined my neighbor Earl Hicks for his dog not being on a leash. And he was out front playing with the dog. And the cop walked over and gave him a ticket right there. Said that dog has to be on a leash. **Warren:** That's probably in compliance with the ordinance that was there. **Sizemore:** Yeah, and I thank you all, that's all, thank you very much. **Warren:** Thank you for coming. **Nikolic:** Thank you Mr. Sizemore.

Jimmy Aleck, 24820 Garden Rd., Aleck: (inaudible) season is coming soon. People are cutting the grass, their putting it on the street. When it rains, it's slippery, it could cause an accident. So (inaudible) fire, maybe. And are there any grants for driveways coming up soon? **Nikolic:** This is our grants committee chair. **Warren:** A lot of the grants now are unfortunately all the income eligibility. Because I've been referring residents to the grant programs that I know about. And unfortunately, we make more money than what the programs allow for income eligibility. But what I could do is I'll give you a list of who to call. **Aleck:** Thank you because I have a driveway going (inaudible). **Warren:** Oh, okay. **Aleck:** And he started doing this last week, so... **Nikolic:** Wait, what's the project? **Aleck:** I'm doing a driveway. **Nikolic:** Okay. **Aleck:** A while back you guys had like a \$3,000 grant you guys were giving out. **Warren:** See, this is what happened, is that we're trying to get that back. But what happened is that that was all part of the development of the Kroger's. And Kroger's never did develop, we were going to take money from that. The money that we get from the revenue from the payroll. And use that as the grant thing. We went up ahead of time and did it before they really got started. Then they ended up not doing anything. So, we're trying to get that back Village wide. Because Councilperson Hardin was really pushing the other ones. About what about the rest of the Village. And so, we did put another ordinance in place so that as soon as these businesses start producing again. And one of the core is the whatever they do with that site on Macedonia. **Aleck:** All right, thank you very much.

Sizemore: Can I ask you another question? **Warren:** Yes, sir. **Sizemore:** There's a group of hospitals coming out now and coming out of Chicago. And this is group, they're not affiliated with UH or Cleveland Clinic. They're not a big pill operation. I've not yet to go talk to them or anything about... cause the doctors at UH just about screwed me up. And it's hard to find good medical doctors anymore that practices medicine instead of practicing pills. I don't know if y'all tried to approach those people. And there's also natural health. A lot of people are getting into the natural health. There's this lady out there named Barbara O'Neil. And she was kicked out of her country for giving people free information. On how to cure stuff without having to deal with CVS or any other doc thing. But the other thing is called Central Health Care, I think it's called. But I could find out again and get you that guy's health care. I would like to see him open up a little place out here. Where he could see more patients. Because you go to UH, they kick you around to a specialist. The specialists kick you around to another specialist. By the time you get done here. You've visited nine specialists. I find out what my problem was. They gave me two pills, one was a pill that gave me for my back. And I never had trouble with my back my entire life; I was a furniture man. And they gave me a pill that was making me collapse. They ended up putting me in the UH downtown. And the lady said, well we'll put you a nursing home. I'm laying down flat on my belly looking at bears. But I said what? I said can you get my phone to me? They put some patches on my back, and it made it worse. I couldn't move nothing and they're not paying attention what they're doing today. These medical doctors are not paying one damn bit. **Gottschalk:** Why did you take a pill you're your back wasn't bad. **Sizemore:** Well, I didn't, it was for my heart. And they gave it to me because I had massive heart attack, they said. And I go, I mean I got a (inaudible). I drove myself to the hospital. I got out, walked in there and told them, and I collapsed during that time. Then they just started (inaudible) like he was a one paper operation. You know, these people are not taking care of their patients. These mothers, dads, older people are not getting the health care they deserve. **Gottschalk:** There's not enough nurses, healthcare, legal, doctors anyway. That's one of the reasons for trying to promote in High Schools, not even College. The opportunities available in health and medicine and the public school system aren't touching this. But you go to any hospital now, it's terrible. You could be waiting three hours before you're even seen. **Sizemore:** My daughter studied to be a like semi doctor, nurse practitioner. She studied to be that, but the thing is. Who helped save me was a girl named Denise Woods. I'm telling you, that girl saved my life, man. And she used to work for the Fire Department. She was at UH over there in the emergency room, her, and another girl. And this guy was operating on me, while I was laying there. I looked like I had gotten shot. I lost five quarts, five and a half quarts of blood. He's opening up my leg trying to get a port in there. She says, what the hell are you doing to that man? She said that guy walks, that guy does everything. You are killing him... **Butler:** Why didn't you refuse? Get up and walk out. **Sizemore:** I couldn't. **Warren:** He had passed out already and lost all that blood. **Sizemore:** I was already passed out and he was trying to work on me because of the blood. But what you lose five and a half quarts that only leaves you two. And we're not getting the health care. And that's why there's, like your mother. Like getting health care. My mom didn't get the damn health care, she was 94. You know, my brother didn't get the health care, and he was only 74 or some 75. And you go to talk to them. And I was trying to talk to him, and I told him, I said, listen. This guy can communicate, I said, he'll squeeze your hands. He can't speak, but he can still squeeze your hand and tell you what's going on. They didn't want to hear it. We are putting him in a nursing home. And his wife blocked me from trying to do anything to get him out, to stop it. But what I'm saying is, you got loved ones in the health care business or in the hospitals or anything like it.

Watch out because these people, young kids, they're working. One nurse, she's got 5 or 6 patients, and she's busting trying to take care of those patients. And these doctors are burned out. I got a doctor, and he's just fried. **Nikolic:** So, what you're suggesting is more of a community health? **Sizemore:** What I am saying is we need to approach, this type of health care, see if we can get into... We've got a shopping center down here it's half empty. But we also we've got buildings where other doctors have practiced medicine. Get them in there, try to help them out, try to help them get started. Try to get this thing figured out, to save some of these people's lives. **Nikolic:** Okay. **Sizemore:** Because it's not right, they didn't deserve it. They fought their fight, some of these people are World War Two veterans. And I've seen them having a tough time. And, you know, I've always dealt with them and tried to help them out. It's sad that we let our senior people be attacked and used as lab rats in the hospital business. I'd like to see us get one here in Oakwood that can.... **Gottschalk:** We have some programs that you're not familiar with that is a very successful. And I'll introduce you to them later. **Sizemore:** There used to be a guy down Bedford. Used to be a name of a Doctor Thomas O'Hagan, he was down there for a long time. He was the head of Bedford Hospital. You couldn't touch one of his patients. because he'd go in and tell these other young doctors that's coming in there to practice medicine. He'd say, don't touch my patient. Keep your hands off of my patients. If you want to get your own patient, you go get your own. They wanted to amputate my finger one time. He said, no, you can't do that to that kid. But what I'm saying is, we need to wake up and listen to the bell, you know. Because I lost my mom and there was no reason for it. I lost a brother and there was no reason. And if it wasn't for Denise Woods standing in there. She went and got another nurse, and they took me out there, put me in an operating room. And they went in my stomach and found out that I had busted vein in my gut. You got people like that care about you, you know, and that's hard to find. But thank you all, god bless you all and don't forget what this holiday is all about.

Butler: I just have one comment for all you seniors. Our baby boom generation is the largest generation in the history of America. We're number one targets for criminals out there. And in the hospitals they're just overwhelmed because there's too many of us. And they are not enough trained to take care of us. So that's why we have to be more aware of our own health and how we can keep ourselves healthy. You know, eat right, exercise, stay away from all that junk food out there. It will take your life away, it's hard but you got to do it.

Chastity White, 7419 Oak Hill Road, **White:** I've been here... I'm like the third, fourth generation. I've been on Free Avenue forever. But I think I want to piggyback off two people. Him with the driveway. So, I got my driveway done maybe about six years ago. And apparently you have to go to the building to get the permit, and we did. But the people that did it obviously cracked it, did a horrible job. And the problem is, when we've inspected it with the building... when the building permit inspected it. They didn't do a good job, so it left us wide open. So, now we just need to pay for it. So, when he mentioned that about the grants. I just wonder, it seems like when you get the grants. It doesn't seem like it's really, wide open for people to see. It's like it's sent to maybe just, I don't know, certain areas. But I've never seen where grants really come into play, where you actually can apply for it, for the people of Oakwood. **Nikolic:** Right, I believe, I think that ward four and maybe Mayor if you want to speak about it. But they had a grant during Kroger time. Do you want to... **Gottschalk:** Yeah, but it wasn't promoted enough yet because again, the Kroger thing collapsed. And then, again, we might not be able to do it this year. But I would be very optimistic, cautiously optimistic. And certainly, by next year we'll

have this program in place. Every resident will know about it. **White:** That would be great, I mean we do want Oakwood to stay nice. And I like the fact that they come out and do the plowing. But unfortunately, with the plowing, when they dig in your driveway, if it's cracked, it gets worse. So, you know, and it's a fortune because we got cement. We don't have black, and you know black blacktop is cheaper. But the cement is very expensive and that was a lot of money spent. And so, with the healthy issue that she's talking about. I would like to see no more fast foods in oakwood, I really would. I think that Dunkin Donuts, that's fine, everybody loves coffee. McDonald's it's a staple, but ideally it needs to go out. I think we need more farms. I mean, we had Joy Farm at one point, but we ended up putting houses in it. **Gottschalk:** Fast foods and the processed meat and that just leads to terrible. **White:** So, I mean Wendy's seems like it's really going downhill. I think if it gets tore down we need to keep it down. But ideally if I'm not sitting in here. And everybody is wanting to put another fast-food place. Remember me, please no more fast food. **Gottschalk:** Well, we do have a Starbucks, but that'll be it. **Warren:** We have an ordinance that there is no more fast food that could come into Oakwood Village. And, and that was passed years ago. Starbucks is because of it just all coffee. It is just carry out; you know. But that's we have an ordinance that, we don't want any more fast-food restaurants. And we deal with all of our zoning to make sure that we didn't, in addition to gas stations. **White:** Oh. **Warren:** That's why Sam's Club has the gas station. **White:** Okay. **Warren:** They were trying to put one right where two hotels were. A huge one, one of those (inaudible), and we said no, we don't want this. But the zoning was already changed. The person that bought it, the company that bought the three lot. I can't remember the guy; he spent like about \$1 million for the lots and then found out he couldn't build. They actually took us to the Ohio Supreme Court, and we won. So, we fight for our residents, and we do pre-planning. You know, we're not as big as everybody else. But you know, we all part of it. And it makes it even better because it's more personable. A disadvantage of being a village is that we're not direct entitlement. So, in other words, when there's grants and things that come. The big cities get the grants directly. The Villages have to go through the County or the state to try to get Grant. But this, situation that the Mayor was talking about. Was a thing that we were just was doing specifically for Oakwood residents. And it would have just came out of the money that we ordinarily be getting in our general fund. It was being offered to the residents for improvements for their home. **Matlock:** So, since you live on Oak Hill. If there is a grant that's going to be given for that, I let you know. **White:** Perfect. **Matlock:** I'll let everyone know. **Gottschalk:** Was there another thought that you had besides this? **White:** No, it was about her. Healthy idea. I just don't want to see any more fast food. Because I know in Bedford it's nothing but chicken. I don't deal with any meat, so, I'm like, no. **Nikolic:** Floor is still open any further comment for resident? Hearing none...

Floor closed

Legislation

Climer: Proceeds to read legislation:

2023-55

Introduced 12-22-23

By Mayor and

Council as a whole

1st read 12-22-23

2nd read 1-9-24

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

Tabled 1-23-24

2024-03

Introduced 1-23-24

By Mayor and

Council as a whole

1st read 2-13-24

2nd read 2-27-24

3rd read 3-19-24

Tabled 3-8-24

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CHAGRIN VALLEY ENGINEERING LTD. AND SETTING FOR THE COMPENSATION AND FUNCTIONS OF THE VILLAGE ENGINEER AND HIS FIRM

Nikolic: Does Council want any further discussion for that contract? Or should we remove it from table? Motion to remove from table to table? **Williams:** It can stay tabled as far as I'm concerned. **Nikolic:** Motion to remove from table? **Hardin:** No. **Nikolic:** Hearing none, continue. **Gottschalk:** Ms. Hardin why are you not against this. **Hardin:** Because the budget is only dealing with 20244, and it doesn't include the 5% that they're asking. So, the PERS amount to \$5,300, which in my mind, I don't have a problem with the PERS at this point. Now that I realize, that's how they... **Gottschalk:** Oh, I see, so they're into which is the relationship with... **Hardin:** The increase.

2024-07

Introduced 3-26-24

By Mayor and

Council as a whole

1st read 3-26-24

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF VIVIAN JEAN SMITH

Motion to suspend rules for legislation 2024-07 made by Warren seconded by Davis

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

MOTION PASSED

Motion to adopt legislation 2024-07 made by Hardin seconded by Matlock

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

MOTION PASSED

2024-08

Introduced 3-26-24

By Mayor and

Council as a whole

1st read 3-26-24

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE CUYAHOGA COUNTY SOLID WASTE DISTRICT

Motion to suspend rules for legislation 2024-08 made by Hardin seconded by Davis

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

MOTION PASSED

Motion to adopt legislation 2024-08 made by Hardin seconded by Davis
YES VOTE: Davis, Williams, Nikolic, Warren, Scruggs, Hardin, Matlock
MOTION PASSED

2024-09 **A RESOLUTION OF CONDOLENCES TO THE FAMILY OF CLARA BOW ESTELLE**
Introduced 3-26-24 **DAVIS**
By Mayor and
Council as a whole
1st read 3-26-24

Motion to suspend rules for legislation 2024-09 made by Matlock seconded by Warren
YES VOTE: Matlock, Hardin, Scruggs, Warren, Nikolic, Williams, Davis
MOTION PASSED

Motion to adopt legislation 2024-09 made by Warren seconded by Matlock
YES VOTE: Warren, Scruggs, Hardin, Matlock, Davis, Williams, Nikolic
MOTION PASSED

2024-10 **A RESOLUTION OF CONDOLENCES TO THE FAMILY OF BRENDA LAVERN**
Introduced 3-26-24 **(WALKER) HUDSON**
By Mayor and
Council as a whole
1st read 3-26-24

Motion to suspend rules for legislation 2024-10 made by Davis seconded by Matlock
YES VOTE: Davis, Williams, Nikolic, Warren, Scruggs, Hardin, Matlock
MOTION PASSED

Motion to adopt legislation 2024-10 made by Davis seconded by Warren
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Williams
MOTION PASSED

Gottschalk: Madam chair. **Nikolic:** Yes. **Gottschalk:** Addressing this to our Clerk. I was called just the other day, and I don't know why I wasn't aware of it. But Ms. Viola Fowler, the first house off of Tryon on Oak Hill. She's been here with us, my gosh, at least about 88 to 90 years. And she passed away, so we should put something... the house has been empty for a couple of weeks. And so, let's get something together first and a resolution for her family. Because I think some of our old timers will remember or know that name. **Nikolic:** Which ward is she? **Gottschalk:** Ward three. **Matlock:** Yeah.

2024-11 **A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT**
Introduced 3-26-24 **WITH THE CITY OF SOLON REGARDING THE CUSTODY, SUPERVISION,**
By Mayor and **CONFINEMENT AND BOARD OF PRISONERS AND DECLARING AN EMERGENCY**
Council as a whole
1st read 3-26-24

*Moved to second reading

Hardin: Question Chief, when did you say you would ask the question? **Garratt:** I will ask tomorrow. How would you like me to notify? You want me to contact the Clerk? **Nikolic:** Yes, that'd be great. **Garratt:** Okay, I'll have an answer. If the answer is yes, I'll put it back on and give a copy to anyone there. **Warren:** May we ask that if we're not going to act on it today. As Councilperson Williams said, we can actually move it to the special meeting agenda for the 29th. **Nikolic:** Sure. **Williams:** 29th? That has to be 28th. **Warren:** 28th then.

2024-12

Introduced 3-26-24

By Mayor and

Council as a whole

1st read 3-26-24

A RESOLUTION AUTHORIZING THE APPROPRIATION OF \$1,000 TO FUND THE 2024 HELICOPTER EASTER EGG DROP, AND DECLARING AN EMERGENCY

Nikolic: Did we decided the thousand dollars was going to be paid? What was the final discussion?

Are there any comments? Do we agree that for this year we would continue. Then next year we would adjust. Any comments? **Warren:** I move that we go along with this one this time. And then any corrections that we need to make in the future we do it. Because we're too far down the river for this one. **Williams:** Mrs. Hardin you want to weigh in? I think maybe you should poll the Council before you do that. **Nikolic:** I thought that's what I did. **Hardin:** I have a question, the procedure is that instead of actual money in the egg. There's a note or something in it, and you retrieve it? **Thompson:** Yes. **Hardin:** Just to make me feel a little better. The fact that they have to retrieve it. Just a name I would feel better. **Warren:** And how much. **Hardin:** And how much she gave out. And this is the last time. **Warren:** Right. **Williams:** It should be a name and a... if we're going to document, it should be a name and a street address. And, if we are talking about the auditor's original concern that we're using taxpayer dollars and they're not being accounted for. Then we should have an address with that amount and the name if we are going to. **Hardin:** Just a name and address, that's all. And we're not going to deny them this about whether they're Cleveland, Oakwood or wherever. But just for point of reference that it was collected from one of our employees. **Thompson:** Okay. **Hardin:** Then I'll go along with it. **Gottschalk:** And the weather might not be that good on Sunday. It's going to be raining on a Saturday evening and then Sunday morning. But at least there will be no wind for the helicopter. But it could be a little damp. **Hardin:** Well, if that's the case, how are you going to do these eggs then? What are you going to do with them? **Gottschalk:** Well, it's going to be done, but there might not be that many. **Matlock:** If there's weather does the helicopter still drop? **Davis:** It's not supposed to, it's supposed to rain all Saturday. **Scruggs:** Is there a... and I apologize, I didn't think of this before. But is there a deadline someone has to turn in their receipt/ little sheet? Is it like here's the time frame it must be picked up by this date, just in case. Like the eggs blew all over and then in September. Someone's like hey, I found a egg. **Warren:** Well, let me just take another step for the Mayor. Send an email, please Council Clerk to the Recreation Director. That any eggs that are not picked up should be collected. Because if there's eggs out there that have a dollar amount in there and they're not collected. Then we don't account for the money. **Gottschalk:** If they aren't used at that time, we're not doing anything with them. **Scruggs:** He's saying when she's sitting in her space waiting for someone to come. And she's passing out the money, what is her time frame to say. Okay, after this time I'm no longer. **Hardin:** After the today. **Scruggs:** Oh, is it the same day? **Hardin:** Yeah. **Scruggs:** Oh, okay. **Hardin:** At the end of the event, that's the end of it. **Williams:** What is the process for you

withdrawing cash from our account? Is there someone who goes with you to get this withdrawal? We should get a receipt that you withdrew those funds. Is there someone who counts it with you to make sure is what it is? And then how are we tracking who's going to create that document where we can track? **Thompson:** Yeah, I'm the signer on the accounts. So, I am eligible to collect the dollars. I count it over with Carlean. And we'll follow through with this final procedure like you said. To document those names, addresses, and returns from the eggs that didn't get collected. **Williams:** Who would create the document? **Thompson:** I'll have Carlean put the document together. I'll have the receipt for cash. **Williams:** And then you're going to give us the receipt and that document once that's done? **Thompson:** Yes. **Williams:** And if there's cash left over. Who is responsible for getting that back to the account with the document for us to know what was deposited back? **Thompson:** We'll deposit that right away and finance it, assume it on a positive take into account. **Williams:** So, we'll have a report about that. **Thompson:** Yes. **Nikolic:** Any other comments or questions about legislation 2024 Dash 12?

Motion to suspend rules for legislation 2024-12 made by Warren seconded by Scruggs

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

MOTION PASSED

Motion to adopt legislation 2024-12 made by Warren seconded by Scruggs

YES VOTE: Scruggs, Hardin, Matlock, Davis, Nikolic, Warren

ABSTAINED: Williams

MOTION PASSED

2024-13

Introduced 3-26-24

By Mayor and

Council as a whole

1st read 3-26-24

*moved to second reading

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REFUSE COLLECTION AND RECYCLE PROCESSING SERVICE AGREEMENT WITH WASTE MANAGEMENT OF OHIO, INC., AND DECLARING AN EMERGENCY

Williams: Who's responsible for this contract with Waste Management? Who maintains this or discusses this with them, who's the contact? **Nikolic:** I think it was Tommy, he emailed it to us. **Williams:** Can we find out why... I remember when I first started. It said that our costs didn't increase with Waste Management because they have their facilities here, right? Because that trash is basically housed in Oakwood Village. But our contract keeps going up. It went up by like \$10,000 in 2020. And we have rate increases for the next five years. So, I'd just like some clarification around why it's continued to go up. At the rate it's going up when they're actually in Oakwood Village. There was supposed to be some type of offset for the fact that they were in Oakwood. **Warren:** Well, one of the one of the offsets was the recycling revenues that they were receiving. And the intake of trash from the outside communities. And so that was part of the agreement that we have with them... **Williams:** It's not reflected in the contract. So, I would like some clarification. **Warren:** So, I'll take that as a second reading. **Hardin:** And the question was also asked about the tipping fees, remember we asked. **Nikolic:** And also, the contract for the tipping fees. Because at some point we need to look at where we are with those fees. Because I believe you told Mrs. Hardin that it's about a wash, what we have to pay and what we're receiving. So, I think it'd be a good time to review those fees to see if they should be increasing.

Because it shouldn't be a wash. If they're bringing their garbage here, we should be charging... our fees should be much higher than we should have. We should see a substantial margin over what we're paying, in my opinion. Any further discussion on legislation 2024-13? Hearing none, that's on first read. **Climer:** And that concludes the agenda, for today. Madam President, I would request an executive session executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of the public employers. **Nikolic:** At this point an executive session is closed to the public. But we thank you for your time and your participation. **Williams:** We are calling the Mayor and Brian in? **Nikolic:** Mayor, we'd like to request your presence. Who else Candace? **Williams:** And Brian. **Gottschalk:** I have to leave. **Nikolic:** Okay, we'll fill you in. **Williams:** We can't fill him in in an executive session. **Nikolic:** Right, okay we'll have another one. Do you need him? Do you want to see if he can stay for ten minutes? Brian, you want to grab the Mayor and see if he could stay for ten minutes? So, we can put whatever it is to rest, burning issues.

Motion to enter executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of the public employers made by Davis seconded by Scruggs

YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Williams
MOTION PASSED

Entered Executive Session at 9:52p.m.

Motion to adjourn executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of the public employers made by Davis seconded by Matlock

YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Williams
MOTION PASSED

Exited Executive Session at 12:01p.m.

Williams: I would like to make or poll Council to see if we can nominate someone else to supervise our Council Clerk going forward. **Nikolic:** And I'd like to say, can we just check with the Law Director to see the full parameters of what is possible. And how we should go about that process? And I am for it, so whatever we're going to do. Is what the general body agrees to. But I just want to make sure that we're going about it in the legal way. And that we are aware of everything in the Charter. Because I know that we all don't know the Charter. We can make mistakes about what's in the Charter and what's not in the Charter. So, I would advise that we consult the Law Director and make sure that we're doing it in the proper way. I make a second motion. Second the motion. Okay. Roll call.

Motion to nominate someone on Council to supervise the Council Clerk made by Williams seconded by Warren

YES VOTE: Scruggs, Warren, Hardin, Matlock, Davis, Williams
NO VOTE: Nikolic
MOTION PASSED

Williams: Is there anybody would like to act as a Supervisor for our Council Clerk? **Hardin:** I will do it. **Williams:** I like to make a motion to nominate Eloise Hardin to supervise our Council Clerk.

Hardin: Okay, what I also would like to do. I want Erica to parallel with me. Because she got to learn. **Nikolic:** Listen, whatever the Council wants to do I am for it. But I voted no, just to be clear.

And I could state I voted no to the previous motion. Because I wanted to have the Law Director's input before we made the motion. But that was my no vote. **Hardin:** My answer was yes, but I want to caveat. I will supervise the Clerk, so that this is very clear. I'll supervise the Clerk in its totality and I'm in person. So, I'll be coming up, okay. But, you don't have to come up. But I do want to parallel, until I feel that you have really got a full grasp of how it's supposed to work.

Nikolic: And I welcome the opportunity to be trained. And thank you for stepping up to do that, thank you.

Motion to nominate Eloise Hardin to supervise our Council Clerk made by Williams seconded by Davis

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

MOTION PASSED

Hardin: Before you adjourn, I'm going to say something. I've never done this before. We are back in a regular council meeting, are we not? **Everyone:** Yes, ma'am. **Hardin:** The tape is running. **Warren:** Yes, ma'am. **Hardin:** Okay, tonight on legislation 2024-12, It's the resolution authorizing the appropriation of \$1,000 to fund the 2024 helicopter Easter egg drop and declaring it an emergency. I voted yes, it's going to pass anyway. But I want to go on record, changing my vote. **Joseph:** According to the Charter, once I've mentioned that the motion has been approved you cannot change it. **Hardin:** Okay, well let me go on record. **Davis:** Can we amended the vote? No, okay. **Hardin:** That's fine, that's fine. But for the record, I'd like to show that, and I'll repeat 2024-12. My vote was a yes vote. But after really getting a grasp of where we are. If given the opportunity, I would abstain, end of, quote. **Warren:** Just for future knowledge, according to the Charter. We can't abstain, it's either yes or no. **Nikolic:** Where does it say that in the Charter. **Warren:** You can ask her. **Joseph:** Charter shows that it's yes or no. It does not mention that you can abstain from voting for legislation. **Hardin:** Oh, really? **Nikolic:** Go to 7.12. **Hardin:** Okay, let's see that, this is a lesson. **Warren:** We have been abstaining before. But somebody brought it to my attention. **Matlock:** It says Yes or No. **Hardin:** Okay, well again I will elaborate on my concerns. I do want a note sent to finance. That I want compliance with the stipulation. That documentation of who received the money, how much, and the address. **Warren:** Yeah, we had that already. **Hardin:** I understand that, but I personally want to make sure I get a copy of it, thank you. **Warren:** Can I get a motion to adjourn? **Williams:** No, because we need to set a meeting time for Thursday's Special meeting. **Davis:** I have church service at 6:30pm., so you guys want to do it earlier than that? **Hardin:** From 6:30 to 7? **Davis:** No, the church starts at seven, but we're playing the bells at mass. So, I have to be there by 6:30pm. So, I will be there from 6:30pm to 8pm. **Williams:** Taunya you have choir rehearsal? **Scruggs:** Yeah, we're usually done at 7pm. **Hardin:** What's the date of this Thursday date? **Warren:** 28. **Hardin:** Oh, yeah he has to have it downtown by 5:00pm on Friday. **Scruggs:** I can do earlier, like 5pm. **Davis:** I can do 5pm, I can do 4pm. **Warren:** Let's do 5pm then, is that okay? **Williams:** It looks like we'll have the permanent appropriations. I'll take out the 1099, we

don't have to review the 1099's. We can wait until Monday. The City of Solon contract, and the legislation to reduce Schade's pay. It looks like we'll have three things on there, too. **Hardin:** Okay, did we discuss the legislation to pay for the special audit? **Williams:** We did not discuss it, but I did give it to everyone. I did, I'm sorry, I meant to do it last night, but we were here so late. I asked the Law Director to do it. But because I didn't get it, I created it. So, I gave it to you. **Hardin:** We got it, but we never dealt with it. **Williams:** The last two lines shouldn't be there. I didn't mean to include those. So, we'll remove those and then we'll add that to it. I'll send it back to him to review. It should be corrected. **Hardin:** So, that should be on the agenda? **Williams:** Yes, that should be on the agenda. **Hardin:** Okay, and we have the one for Schade's pay? **Williams:** Yes, that should be on their too. And then the last thing is that do we want to go with the account number levels. Or do we want to go with the salaries and others? It's up to us how we budget. **Matlock:** I thought I heard Karen say something about it was to... was it just a salary? **Hardin:** You can do a salary or a range. **Williams:** No, no we're talking about our budgetary level. So, our budgetary level can either be salary and or. So right now, we're budgeting at one level. That means he puts all the numbers into a big pot. Which at the last audit, if you remember. They told us that budgetary level did not meet the level that it should for auditing purposes. So, we were out of compliance. So, we have to fix it regardless. We have to choose whether we want to do salary and other. Which means all of the salary for every single department is in one column and everything else is in order. Or we can do account number level. Which means he has to budget for every single account. That way we can see every time those numbers change. **Matlock:** I like that one. **Williams:** Account number? **Warren:** mhm. **Williams:** Okay. **Warren:** You wanted to say something? **Joseph:** Yeah, I just wanted to bring to Council's attention. We're supposed to be meeting with Max Miller on Friday. But then I just found out that we don't work on Friday. **Warren:** Friday is Good Friday. **Joseph:** So, I don't know if they didn't realize that either. **Davis:** I would cancel that. **Joseph:** I was going to ask for additional dates in April to see if we can reschedule. Because I know that some people won't be able to even be here anyway. So, I just wanted to let you all know. I didn't know I wouldn't be here either. **Davis:** I assumed (inaudible). **Hardin:** Yeah, just notify his office and remind him that it's Good Friday that they gave us. And that we're closed on the Friday, and we can reschedule. If you want, you can go ahead and reschedule it. **Williams:** And since we're all here, our audit is only covering non payroll. We can request that they also cover payroll so that we have a clean understanding of everything from 2017 to 2022. **Matlock:** I was looking in there, it just said 2017 to May of 2022... **Davis:** Yeah, why does it stop at May 20200, may I ask? **Matlock:** Is it a quarter or something? **Williams:** I'm not sure, we don't know why they're asking. But what we can ask is that they also audit payroll. That way at least now from 2017 to 2022, all those years have been audit properly and thoroughly. **Matlock:** However, you want it. **Williams:** I'm just asking if everybody is on board with that. **Hardin:** Is there a dollar amount for what they are going to charge for what they are doing? **Davis:** And then also can we ask about credit cards? **Warren:** Somebody else is doing that. **Scruggs:** The question over here is about the word... **Matlock:** The wording of it. **Scruggs:** The engagement letter describes the arrangement between the village of Oakwood and the auditor of the state. So, the question is was this set up by somebody? Or I want to know what triggered it. **Matlock:** What triggered it, and it says the auditor of state, including the objective and scope of the services we will provide. The Village require involvement in the systems in support of our services. The related fee arrangements and other terms and conditions. Designed to ensure that our professional services satisfy the Village's special audit needs. We will conduct the audit of Village non payroll

disbursements. From the period of January 1st, 2017 to May 31st, 2022 period. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of the Special Audit will be to examine certain disbursements made by the Village. During the period to determine whether disbursements were supported and for purposes related to the operations of the Village. Did somebody... **Williams:** This is a special investigation, so what I read when I went to their site about what this unit does. This is a special investigation unit. That was created for government fraud specifically. They act off of tips, when they get the tips, they investigate the tip. I was trying to print it so that we could read it, but the way they have the site is like drop down menus, and when it opens up, you really can't print from it like overlay. So, I couldn't get a clean print. So, when they get the tip, did they investigate it? If they find things that they feel look like they are fraud. Then they will investigate further. When they investigate further, if it leads them to believe they need to open a case. Then that's what they do. **Matlock:** Okay, I was just looking at this. When it says we conduct our audit in accordance with the Auditor of State Special Investigations Units quality standards. So that's what I'm looking at. Like is this... **Warren:** They an independent contractor... **Williams:** No, this is actually the auditors. This is not like Julian and Groove, that's independent. This is actually the state, this is the state's office. **Warren:** We don't always have to pay... **Williams:** We do have to pay them. That's why they sent it, to tell us their coming to audit. **Nikolic:** \$13,000. **Williams:** And this is what you're going to pay and you're going to pay us on time. **Matlock:** Yeah, I'm looking at this, but I'm saying... Okay, when an audit comes, and you are audited. I'm looking at the fee, do they normally charge a fee for audit? If an auditor coming from you, from the state. They shouldn't be charging no fee. They're going to come in on your craft and start going through your books. **Williams:** No, the Auditors charge us too. Every time we get audited, we pay them a fee too. All of our audits cost us. **Matlock:** I never seen, I mean... **Williams:** Yeah, it could be, that's the other problem. We've never created the legislation and there should be because we paid them. **Warren:** But one thing that we know is that is worth \$13,000. **Matlock:** And we could clean this up and then we hopefully we won't have this issue anymore. **Warren:** Right. **Davis:** Just waiting is, one more thing though. We asked for that on Schade's... he's going to give us a new thing to vote on, correct? For the compensation of him. Because we said no PERS and it didn't say that in the contract. It just talks about a pay, it doesn't say that he will not get PERS, he will not get sick time and all that stuff. **Williams:** What he said was in the contract, it doesn't stipulate benefits. **Matlock:** I thought he said he was putting that... **Davis:** I thought you said he was putting it in an ordinance. Is what he told us. **Williams:** I thought he said he wasn't because in the contract it doesn't stipulate benefits. Does anybody else remember? **Nikolic:** The contract says he will not get sick pay, vacation pay, etc.... is that what we are talking about. **Matlock:** Yeah. **Nikolic:** It says that in the contract. **Warren:** When we were talking about PERS. I think somebody was saying he's getting paid PERS off of \$1. (inaudible due to everyone talking at same time). **Nikolic:** Before we adjourn, Council person Williams. I will do my research to figure out where that information came from. In regard to me controlling the agenda, because I got it from somewhere. And it was my understanding that whoever told me it came from the charter. So, if I misspoke in the meeting, that was, you know, my mistake. But I will do research to identify where that information came from. Because as a new person, I cannot show up here and assume duties that weren't instructed to me. So, I just want to be clear going forward, I'm open to be trained. I welcome all of you to advise me and to train me in any way that you see fit. Devising proper training is well for Mrs. Scruggs. We are open and willing to be trained and open to your advice. **Williams:** I would like to add that to the list for all of us. When I came in, I

didn't get training, either. You're going over Robert's Rules of Orders and, you know, technical things is helpful as a start. But that doesn't tell me how to legislate as a Council person. And I really think that that's something that we need to put into a work session. And have a real conversation about... like for instance, you should go through a budgetary training in Council for this Village. You shouldn't have to go to Ohio Municipal League for that. We should know what we do here care enough to be able to tell the incoming Council person. So, I definitely think that we need to add that to a work session and make sure we prepare people to be successful.

Nikolic: And I support that, just please know that I'm all for it. And please always come to me with feedback because I'm open to working with all of you. **Hardin:** We crossed every T and dot every to eye. One of the things we didn't do this year and that's not her fault. We're supposed to as a Council every year. We vote to see if we will be governed by Robert's Rules. We have to adopt Robert's Rules. **Matlock:** I thought we did. **Warren:** It's ion the Charter she said.

Williams: The Charter or the ordinances? Because it is not in the Charter. There's a difference between the Charter and Codified Ordinance. **Davis:** It says on this paper here Schade will be paid \$1 per year. I thought we said \$1 per paycheck per month. (inaudible due to everyone talking at same time).

Motion to adjourn made by Warren seconded by Scruggs

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

MOTION PASSED

Adjourned at 12:26 a.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council

**VILLAGE OF OAKWOOD
SPECIAL MEETING MINUTES
2024-9-28**

ATTENDANCE

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

ABSENT

Tom Haba, Service Director	Brian Thompson, Finance Director
Ross Cirincione, Prosecutor	James Climer, Law Director
Matt Jones, Village Engineer	Brian Dirocco, Fire Department
Carlean Perez – Recreation Director	Mark Garratt, Police Department
Gary V Gottschalk, Mayor	Daniel Marinucci, Chief Bldg. Official

** Arrived after roll call*

Meeting opened at 8:02am by Nikolic
Pledge of Allegiance
Roll Call taken

NIKOLIC: Does there need to be any discussion to go into executive session? Agenda item number 5...

2024-107 **A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE
AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION
AND DECLARING AN EMERGENCY**
Introduced by
Council as a
Whole
1st read 9-21-24
2nd read 9-24-24
3rd read 9-28-24

DAVIS: Ok, I do have a question. Can I ask a question now? **NIKOLIC:** Yes. **DAVIS:** Ok, my only question is, we discussed this I thought last week. And we said this would not be how we are going forward. I thought we had in... because I was under the impression that we said no because she was leaving. Is she going to be staying? **HARDIN:** That has nothing to do with it. That's not our... **WARREN:** Do you want to put it into executive session? **DAVIS:** Can we please? Just for a minute. **WARREN:** For a minute, executive session. **NIKOLIC:** But does anyone disagree with this? **WARREN:** She has a question about it. **NIKOLIC:** Sure, I'm just...ok, sure, sure. **WARREN:** You don't have to say whether you disagree with it or not; it's public. **NIKOLIC:** Ok, alright, we're going into executive session. **WARREN:** Thank you. **NIKOLIC:** May I have, May I have a motion to go into executive session?

Motion to enter executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of the public employers made by Warren seconded by Davis

YES VOTE: Scruggs, Hardin, Nikolic, Warren, Davis, Hill

MOTION PASSED

Enter executive Session at 8:06A.M

Motion to adjourn executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of the public employers made by Warren seconded by Scruggs

YES VOTE: Scruggs, Hardin, Matlock, Nikolic, Warren, Davis, Hill

MOTION PASSED

Exited executive Session at 8:12A.M

NIKOLIC: We are now back in the special meeting. Legislation 2024-107 has been read into the record and is on third read. May I get a motion to adopt?

Motion to adopt legislation 2024-107 made by Scruggs seconded by Hardin

YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Hill

MOTION PASSED

Motion to adjourn made by Warren seconded by Davis

YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Hill

MOTION PASSED

Adjourned at 8:14 a.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council