

VILLAGE OF OAKWOOD
FINANCE MEETING
December 13, 2022
AGENDA
6:00 pm

1. Call meeting to order
2. Pledge of Allegiance
3. Roll Call

Mayor	~ Gary V. Gottschalk
Law Director	~ Jim Climer
Finance Director	~ Brian Thompson
Council President	~ Johnnie A. Warren
Council At Large	~ Elaine Y. Gaither
Councilman Ward 1	~ Chris Callender
Councilperson Ward 2	~ Eloise Hardin
Councilperson Ward 3	~ Paggie Matlock
Councilperson Ward 4	~ Mary Davis
Councilperson Ward 5	~ Candace Williams

Building Department Budget

Adjournment

**VILLAGE OF OAKWOOD
COUNCIL MEETING
December 13, 2022
7:00 p.m.
AGENDA**

-
- 1. Call Meeting to Order**
 - 2. Pledge of Allegiance**

- 3. Roll Call**

Council President	Johnnie A. Warren	Mayor	Gary V. Gottschalk
Council-At-Large	Elaine Y. Gaither	Law Director	James Climer
Ward 1 Councilman	Chris C. Callender	Finance Director	Brian L. Thompson
Ward 2 Councilperson	Eloise Hardin	Service Director	Tom Haba
Ward 3 Councilperson	Paggie Matlock	Fire	Dave Tapp
Ward 4 Councilperson	Mary Davis	Police Chief	Mark Garratt
Ward 5 Councilperson	Candace S. Williams	Building Inspector	Daniel Marinucci
		Engineer	Ed Hren
		Recreation Director	Carlean Perez

- 4. MINUTES –**

Motion to approve the minutes for the November 22, 2022, Finance Meeting

Motion to approve the minutes for the November 22, 2022, Council Meeting

Motion to approve the minutes for the November 29, 2022, Finance Meeting

Motion to approve the minutes for the November 29, 2022, Special Meeting

- 5. Clerk Correspondence**

- 6. Departmental Reports**

MAYOR - GARY GOTTSCHALK

LAW DIRECTOR – JAMES CLIMER

FINANCE DIRECTOR – BRIAN THOMPSON

SERVICE DIRECTOR - TOM HABA

ENGINEER REPORT- ED HREN

Acting FIRE CHIEF – DAVE TAPP

BUILDING INSPECTOR – DANIEL MARINUCCI

HOUSING INSPECTOR – N / A

POLICE CHIEF – MARK GARRATT

RECREATION DIRECTOR – CARLEAN PEREZ

- 7. 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*

- 8. Legislation**

ORD 2022-63

Introduced by Mayor &
Council as a whole
1st Reading

AN EMERGENCY ORDINANCE REQUESTING COOPERATION OF THE COUNTY OF CUYAHOGA, OHIO FOR THE TRYON ROAD PHASE II PROJECT LOCATED IN THE VILLAGE OF OAKWOOD

ORD 2022-64

Introduced by Mayor &
Council as a whole
1st Reading

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN AGREEMENT TO TERMINATE DISPATCHING SERVICE ARRANGEMENTS WITH THE VILLAGE OF WALTON HILLS

RES 2022-65

Introduced by Mayor &
Council as a whole
1st Reading

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
THE SAFETY COMPANY, LLC, FOR THE PROVISION OF A JOB RETENTION GRANT
AND DECLARING AN EMERGENCY**

9. Adjournment

**VILLAGE OF OAKWOOD
WORK SESSION
AGENDA
December 13, 2022**

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 at 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

Ord 2021-WS-05

Introduced 1-29-2021 by
Mayor & Council as a whole
2021-09 Moved to WS 2-23-21

AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF AN EXTERIOR
HOME REPAIR ASSISTANCE PROGRAM FOR SINGLE FAMILY PROPERTIES
LOCATED IN THE VILLAGE

Ord 2021-WS-26

Moved to WS 10/26/2021
Ord 2021-70 w/ Planning

AN ORDINANCE ENACTING REGULATIONS OF ELECTRONIC DIGITAL
BILLBOARD SIGNS LOCATED IN THE VILLAGE OF OAKWOOD

Ord 2021-WS-27

Moved to WS 10/26/2021
Ord 2021-71 w/ Planning

AN AMENDED ORDINANCE ENACTING SEVERAL CHANGES TO OAKWOOD
VILLAGE CODIFIED ORDINANCES RELATED TO THE REGULATIONS OF SIGNS
LOCATED WITHIN OAKWOOD VILLAGE

Ord 2022-WS-4

Introduced 5/10/2022

AN EMERGENCY ORDINANCE REAFFIRMING THE PROHIBITIONS AGAINST
DISCHARGING, IGNIGHTING 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

Municipal Complex Hardin

Disaster Recovery Plan Hardin

Human Resources Hardin

Five Year Plan Hardin

5. Matters Deemed Appropriate
6. Adjournment

VILLAGE OF OAKWOOD
FINANCE MEETING MINUTES
November 22, 2022

ATTENDED

Johnnie Warren President
Elaine Gaither Council at Large
Eloise Hardin Ward 2
Paggie Matlock Ward 3
Candace Williams-Ward 5

Brian Thompson-Finance
David Tapp-Fire
Gary Gottschalk Mayor

ABSENT

Chris Callender Ward 1
Mary Davis Ward 4

Jim Climer-Law Director

Meeting opened approximately 6:08 by Warren
Pledge of Allegiance and attendance taken.

Thompson: Tonight, we are reviewing the fire budget. As you may or may not know, they have their general fund FD and their ambulance billing budget services as well. (see attached).

**Discussion regarding the new dispatch contract from Walton Hills to Bedford Heights which is included in the fire budget and was included in the police budget, will be discussed in the regular council meeting. **

Hardin: I want to make certain because we are about to combine something, and I want to make certain that we are following logically why when we finally get to a dollar amount that it makes sense. We are at \$39,697 (for dispatch-FD), is that correct? **Thompson:** In terms of year-to-date amounts? **Warren:** In looking at this year to date, I'm questioning.... **Hardin:** We budgeted for \$75,000. **Thompson:** They are due to submit.... **Tapp:** We submit twice a year. **Williams:** But last year, we only spent \$38,000 as well. **Thompson:** Yes. And they split the bill. It's definitely going to be an increase. They are at \$39,000 and I will be waiting for them. They have to submit their invoices from Walton Hills on the dispatch. We have yet to get an invoice from them. **Hardin:** I just want to make sure that I am comparing apples and oranges as we get to the end of this row. **Thompson:** Once we finalize the dispatch contract with the review from Climer and Bedford Heights gives us the terms of what they will do the dispatching for, then we will have that solid number. Chief Garratt had a pretty good idea and there has been some dialog with the FD about that increase. But I hear what you're saying. Get that final number and we will be concrete here in agreements here because I am pretty sure we will probably have to do a legislation to accept that new agreement. **Williams:** Do you know when it's expected to start? **Tapp:** I don't. I know I talked to one of the people at Bedford Heights dispatch and they are in the process of hiring dispatchers now, so they have enough. In my last conversation with Chief Garratt, he was going to get back to me and I have not heard back. **Williams:** Do you know when the current contract ends? **Thompson:** I would assume it is 12/31 and they pick it up 1/1. **Warren:** That's how it is. **Tapp:** I believe the contract is going month to month after 12/31 until this gets set up. **Matlock:** So, to my understanding, the year-to-date expenses for 2021 were \$38,918. **Thompson:** Yes. **Matlock:** That was the total, right? **Thompson:** Yes. **Matlock:** But you budgeted for this year \$75,000. **Thompson:** Yes. **Matlock:** But as of October 31st, you used \$39,697. **Thompson:** Yes. **Matlock:** Is that just for fire? **Thompson:** Yes. This is just fire's budget. **Matlock:** So, is the \$75,000 just for fire? **Thompson:** Yes. Because the other \$75,000 would be in the police. It's half of the contract that we had for Walton Hills. **Matlock:** So, all together, it's \$150,000 for the whole fire and police. **Thompson:** That's the assumption, yes. **Williams:** But we aren't expecting that to double in 2 months because we've only spent \$39,000 up to and through 10/31. **Warren:** Do you have all the invoicing in? **Thompson:** No, we don't have all the invoices, that's what I was saying. **Williams:** So, this is not through 10/31. **Thompson:** It's through 10/31 but by the time you get toward the end of the year, you will have the full amount that is due and payable through this year. But I don't have all the invoices from them yet. **Matlock:** We don't have November and we don't have December. **Williams:** But my question is, this number \$39,697.11 is through 10/31. **Thompson:** Yes, from the invoices I received from Walton Hills. **Warren:** Let me ask you this; is that 10 invoices? In other words, if we divided this by 10 which is about \$4,000/month, we can expect only another \$8,000? **Thompson:** They are not giving me a monthly. I believe it quarterly. I will go back and research the invoices and sure up what we

have here because I can't answer. I don't have the documents in front of me. **Mayor:** This probably represents only 9 instead of 10 months but that is all the invoices he received. **Warren:** Well, that is what we want to do is first of all know what the total obligation is spent to date or with Walton Hills anyway. Then, when we have \$39,000 and we appropriated \$75,000, then that is a little more than half of what we appropriated. **Thompson:** I will go back and research this. **Hardin:** I don't want to get past this. This is important that we understand what's happening here. Especially when we are about to do this deep dive into another project. So, we need to know for certain what is going on here. **Thompson:** We will get full clarity of what we owe Walton Hills this year. Then, we will research the invoices of what has been submitted and what is due to be paid by the end of the year. And then, moving forward with the new contract, we'll split it in half between police and fire. **Hardin:** But I find it interesting, the president asked the question of what we spent in... '19 and '20, you didn't have any numbers there. **Thompson:** When did we cross over to Walton Hills, Mayor? Do you remember? **Mayor:** No. **Warren:** That's been years ago. That's been years and years ago. (*for clarification purposes, the contract with Walton Hills was 2012 with a beginning cost of \$130,000 for first year). **Mayor:** It's been 4-5 years. **Warren:** Well, first of all, we want all the numbers. I don't know why we wouldn't have them because that is just something that we have been doing one year after the other. So, there is no reason that we shouldn't have ytd for 2019 or 2020. And then the question I have is if our ytd expenses for 12/31/2021 which was the final total amount of these expenses, \$38,918, why do we appropriate \$75,000? **Williams:** Or we wouldn't have approved of that. **Thompson:** I will reach back and get all the history and I'll get through what happened this year and where those invoices are for this time. I just don't have that information in front of me. **Warren:** What I am trying to figure out to is why you wouldn't have had 2019-2020? **Thompson:** Well, in 2019-2020, we did have a situation where they had some administrative changes over there and we were going through a reconciliation of what they owed us for the EMS services and what we owed them for the dispatch. That was all documented. The new finance director came into place and that may have some tale into this. So, give me the opportunity to get the information and I'll make it clear what was happening with this dispatch. **Warren:** Well, I am just telling you, the dark part of this is, you still know what you spent at the end of '19. I know what I spent at the end of the year, so you should have that. You know how much you spent at the end of 2019. You know exactly how much you spent whether they were doing whatever in the world they were doing. You know exactly how much you spent at the end of 2020. So, there is no reason that those numbers shouldn't be here. **Thompson:** What I am trying to tell you was a reconciliation and if it netted out to \$0, because there was a reconciliation of what we owed for dispatching and what they owed us, that is the net effect on the books. **Williams:** What I think he is saying is, ya'll aren't still reconciling, right? **Thompson:** No, we are done reconciling. But the reconciliation services going back and forth resulted in those expenses for the years. **Warren:** So, if I go back in my records and I go to 2021 budget, that I won't have a number in that ytd expenses for Walton Hills dispatch. I won't have a number in that spreadsheet. **Thompson:** Yes, you won't see it in the financials. But I do have the documentation. **Warren:** Okay, I will go check. **Thompson:** But I have all the invoices, the reconciliation of the services and that's what happened in the books. **Hardin:** If nothing else, Mr. President, it's important for the record. Because we look a little stupid with that \$75,000 sitting there. We need to know what we will.... **Thompson:** Well, it won't be stupid once you know the exact amount of the contract. Because that is what it should have been appropriated for the year. **Williams:** Can we also see the contract? Because if we split \$150,000, is that what the contract was for? **Warren:** No, because he has projected \$100,000. **Thompson:** Well, the \$100,000 is for the projected new year and that's why it is going up \$25,000. It's going to be close to \$200,000 next year; \$100,000 in the fire; \$100,000 in the police. During this year, in 2022 it should have been approximately \$150,000 and it's \$75,000 a piece in each budget. **Williams:** Let me sidetrack for one second: We appropriated for \$75,000 and we only spent \$40,000, so we have \$35,000 or so odd dollars. Then there are going to be a few more invoices which should only be about \$8,000. So, when we are talking contingency budgets and setting aside funds, we line items that have money sitting there. So, I wanted to side note that as well. I would like to see this year if you are going to ask for it and you're going to receive it, I want to see whose budget was appropriated, and who went over and who was under. I want to see those numbers against however you reconciled and at our year end, I want to see those differences this year. **Thompson:** I show you that every year. **Resident question:** I have a question on the expenditures. In comparison to 2019 all the way through, I see a lot of line items that are over appropriated but yet they keep increasing. For example, in '19.... And I get things happen to cause a budget to inflate or go down or whatever. You may have an expense that you did in a previous year that you are not going to do in the following year. So, my question is, the apparatus, the repairs and maintenance, I notice that in year '19, \$53,000, '20, \$65,000. Year to date expenses in apparatus, \$15,000, and then you budget \$85,000 and you expensed \$55,000 and then you are budgeting \$75,000. I get maybe the vehicles are aging and things like that. You want to make sure that you're on top repairs and maintenance, so I am not questioning that. But, to me appropriations is a working document and subject to be changed throughout the year. You're not going to hit on the head at 100% when you're budgeting. That's why they

call it amending appropriations. But just looking at the influx of expenditures, equipment year '14 and year 2019, you spent \$1,400, expenses in '20, \$500. I'm just rounding up and last year you spent \$6,000, budgeted \$25,000 and spent \$29,000. So, I'm just wondering what happened in that year for equipment. Maybe something occurred where you made some expenditures. I just think there is a jump in expenditures that I am trying to understand. Like I said, you can't predict unpredictable expenditures. I get that too. **Hardin:** You know what this tells me. At one point, we would ask the question like what equipment are you going to buy? Then, we would put in the same line the response. It would tell you what the line item was for? Would that get to be too too tedious? For instance, we may think tonight that every 10 years we are going to do what? **Tapp:** Buy turnout gear. It expires every 10 years. Every 10 years it has to be replaced. **Hardin:** See, something like that should be a part of the working document and I don't know how you would do that. That should be here. Little side notes. Am I making sense? **Thompson:** Yes. **Hardin:** Because at one point, we used to question you a thousand times, 'what does that line-item entail?' And remember you would put little notes in for us. **Thompson:** Yes. **Hardin:** This is my suggestion. As we move forward, when he gives us this input, we're not going to remember. Because I agree with Karen (Resident). Some of that looks like a seesaw. So, what were you thinking? **Thompson:** So, I am looking at some of the equipment now and they were mandated by the state to upgrade a lot of radios. That's what raised your amounts this year, Dave. **Resident:** I know you can't get it every year. I know that. But I was just wondering, it's a big jump from '19 and your proposed increase is \$134,000. I know part of that has to do with wages. I get that. I was just wondering myself what was the expenditures that went up. And in reference to the contract with Walton Hills, what are the terms of terminating that contract? How much notice do they need? **Thompson:** I don't have the terms on that. The Mayor is having the police come in for discussion on that contract. **Resident:** And so, if you're saying the police and fire split the expense and we're projecting \$200,000 for next year, what's the change for it to be much higher? What are they offering different? I did hear the fire chief state that they definitely need another dispatcher and I agree because having one dispatch person, I know our village is 3,600 and we are covering 5 square miles of resident and roads and things like that. Is that what the increase is because I am interested to see what's the difference between the Walton Hills. I get service is everything. **Thompson:** Fire and police has the expertise in going into negotiating those contracts.... **Resident:** Yeah, I just want to know.... **Thompson:** I mean the \$50,000 could be one person's salary. If they are going to get one dispatch and then another, the \$50,000 could equate back to.... **Resident:** ...all I know is when I called the FD, there were there lickety-split and their services when my mom was sick were excellent. So, I'm just wanting to make sure that what they are requiring, they are getting. I do want to know what the contract entails so that what we are paying for, we're getting. **Warren:** I really believe that we get a few things when they talk about dispatchers one and everything. We aren't talking here in OV as far as one dispatcher. I think what they are talking about, Walton Hills only had one dispatcher and that was the problem. **(Repeated discussion about dispatch contract that will be addressed in the regular meeting)** **Tapp:** I am confident that it is going to workout over there.... **Resident:** I am not questioning your judgment, but I am hearing you saying it would be best if we had 2. **Tapp:** It will be best that we had 2. ***Mistake made under the 'underground tank inspections' that will be taken over by the County per Tapp. It was not \$42,819.15 but \$0. Per Mr. Thompson, that was a typo and bottom-line total ytd for 2022 should read \$1,764,129.30.*** **Hardin:** As part of what Ms. Williams is asking as part of your job, that these figures are reviewed monthly or however you want to do it. At that point you can look at each line and start cutting that money out of those budgets when it's astronomical like this. **Thompson:** Or they can cut, or they can raise if they have.... It can go both ways. **Hardin:** Let's start thinking about that and let that be a part of the budget process. You did accommodate. I can pull some of the budget and documents from before. It was very helpful. **Resident:** The fire department said they are out of apparatus gear and to stay in compliance, they replace them every 10 years. Why aren't we using ARPA money for that? You are entitled to use that. **Thompson:** We didn't consider using it at the time. **Resident:** You have \$350,000 in ARPA money and you have \$170 something last year. You got that same distribution this year. You can absolutely use that for fire and police things like that. **Warren:** Let me ask you, did you know that? **Thompson:** Yeah. I know you can use ARPA money.... **Warren:** I'm just asking. Then what I want to know, what do we have projected to appropriate to use with the ARPA money? I want to make sure there is no recreational stuff or anything like that for 2023. **Mayor:** For Fair Oaks in '23 and if we get it, it will be Oak Leaf in '24. **Warren:** Well, '22. **Mayor:** This money has been approved.... Well, it will have a 3rd reading by the county council but it will be used for Fair Oaks. **Thompson:** Well, what happened Mayor, when I went back to research, there were 3 pots of money that we got. We had CARES money, ARPA money that was tied into federal and the money that we think is ARPA that is not tied into federal. But that is just a county grant. When we got the CARES money, initially, it went into the general fund. But then it was advised that you need to take the cares money and put it into a special fund. That's what I did and put in a 250. Then when the ARPA money came in that was tied to the federal funds, I didn't create a new fund. I dropped it in the 250 which was the CARES. So, that was all the federal money. But when this last request came from Ed, it's a county grant

and it's not really ARPA. So, we are going to have to create one more fund. I created a fund for the Ed money, the 250. I created a fund for the 250 with the CARES. The ARPA money that is federal is in that CARES, but I am going to have to make some accounting adjustments to show those 3 pots of money. But everything that has been expended is on the books. **Hardin:** But you're going to separate it though? **Thompson:** Yes, I have one more fund to separate. And the new money from Ed we have not received yet. Our initial draw is asking for \$250,000 so that is what we'll start with which I did create that fund. **Mayor:** We should get that before the end of the year. **Thompson:** Yes. **Williams:** So, the money that was the county grant that you assumed was ARPA and was not, that has not been received yet. But are you saying that all the other CARES and ARPA dollars have been spent. **Thompson:** We have a small balance now. I spent the CARES money; I have some ARPA money left and then we have the new money coming that will be appropriated for the streets. **Williams:** Have we received reports on how all the ARPA money was spent? Because we were not getting reports in advance of that money being spent. **Thompson:** Well, you may not have it as a summary but if you look back historically in all your reports back to the 250 fund, you will see how it was spent. So, it is in there in detail. **Resident:** So, is there a portion of money left for the fire department for them to get that? **Thompson:** I think we did have a portion of the dollars left in the fund. **Resident:** You had \$175, (000) last year and you got approximately.... **Thompson:** I have approximately \$79,000 left in that fund at this time. **Williams:** So, what is that money going to be used for? **Thompson:** It has a host of uses that they outlined. Some of it is vague. I could probably get a printout from the county or the federal website on what you can use it for. **Warren:** ...we can very definitely use it for the fire gear. **Thompson:** Yes, I am sure that is an appropriate charge to use. **Williams:** Does it have to be used by a certain date and get sent back? **Thompson:** The second money doesn't have a deadline on it. The federal ARPA money. **Williams:** You have that money just sitting. **Thompson:** It's in the fund. **Williams:** Have we identified ways that we are supposedly going to use it?? **Thompson:** I think we had a general discussion before. The Mayor had a spreadsheet on how we were spending some of the CARES and ARPA. If you want to go back in detail, I can run you a history. **Warren:** We would like that, and we are saying that right now as a council for the record, we don't want any obligations or further expenses out of those funds until we talk. No commitments or anything. **Thompson:** Okay. **Warren:** Can you poll the council? *Morgan polls council with each answering yes.* **Thompson:** Okay. **Continuation of the last portion of fire budget discussion. *Request of Capt. Freeman for side-by-side comparison of the 2 dispatch contracts.* **Hardin:** We had a dispatcher retire and we replaced her with another full time? **Freeman:** Full time records clerk. She is not a dispatcher. She can dispatch but she is technically not a dispatch. Walton Hills is our dispatch. She can run place because she has lead certifications, but she is not a dispatcher. **Hardin:** I want a job description of what that person is supposed to be doing. **Williams:** Can we make sure with the budget that we should be getting job descriptions? **Thompson:** They were advised and most everybody that came before you did have them. **Hardin:** What that position entails on an 8-5 and a full-time position because that is what you hired is full-time. **Freeman:** The person whose position she took, she was full-time as well. **Hardin:** That's good. We need to look at what we're doing here as it relates to job assignments and what really dictates a full-time job. **Freeman:** We have a job description. We can get that for you. (*previous police budget did include job descriptions for all positions from Chief Garratt)

MOTION TO ADJOURN by Hardin; Seconded by Williams

VOTE YES: Warren, Gaither, Hardin, Matlock, Williams

MEETING ADJOURNED @ 7:06pm

Adopted _____

Christine Morgan, Clerk of Council

Johnnie A Warren, President of Council

VILLAGE OF OAKWOOD - FIRE 2023 BUDGET PROTECTION									
	YTD	YTD	YTD			YTD	PROJECTED 2023		
	EXPENSES	EXPENSES	EXPENSES	2022	EXPENSES	PERMANENT	CHANGE		
	THRU 12-31-19	THRU 12-31-20	THRU 12-31-21	BUDGET	THRU 10-31-22	APPROPRIATIONS			
FIRE									
1113.51110 FIRE WAGES	1,726,914.34	1,851,082.08	1,684,833.58	1,804,890.00	1,373,751.69	1,859,036.70	54,146.70		
1113.51111 OVERTIME	7,710.09	7,257.96	4,661.21	12,000.00	9,834.08	15,000.00	3,000.00		
1113.51120 PERS	12,716.06	12,825.29	11,328.13	16,000.00	10,376.36	17,000.00	1,000.00		
1113.51140 MEDICARE/FICA	128,961.37	138,110.07	130,639.31	135,000.00	103,542.57	135,000.00	-		
1113.52121 DISPATCH-WALTON HILLS	-	-	38,918.74	75,000.00	39,697.11	100,000.00	25,000.00		
1113.52130 PROFESSIONAL DUES	27,496.16	22,431.34	21,155.19	24,000.00	16,999.14	24,000.00	-		
1113.52160 TRAINING	21,923.93	28,025.20	27,343.04	24,000.00	19,730.62	26,150.00	2,150.00		
1113.52180 MISC. CONTRACTUAL/MEDICAL OXYGEN SUPPLIES/COT MAINT/SMOKE & CO DETECTORS	20,959.96	16,862.62	13,797.96	17,000.00	13,588.58	17,000.00	-		
1113.52180 CELLULAR PHONE	6,831.39	5,223.96	6,353.62	6,500.00	6,506.41	6,500.00	-		
1113.52230 ELECTRIC UTILITY-VEHICLE EXHAUST CANCER REMOVAL	4,240.38	5,369.94	5,734.75	5,500.00	4,104.81	5,500.00	-		
1113.52240 WATER & SEWER	129.88	110.00	110.40	1,000.00	101.20	1,000.00	-		
1113.52250 GAS UTILITY	6,435.00	3,195.21	4,273.89	7,000.00	5,283.99	7,000.00	-		
1113.53120 UNIFORM ALLOWANCE	39,253.91	39,198.23	37,484.52	40,000.00	37,132.34	50,000.00	10,000.00		
1113.53121 FIRE GEAR WITH HELMET	-	-	-	-	-	30,000.00	30,000.00		
1113.53140 REPAIRS & MAINT.-EQUIP.-APPARATUS FLEET MAINTENANCE	53,200.90	65,150.59	15,715.89	85,000.00	54,955.05	75,000.00	(10,000.00)		
1113.53150 OFFICE SUPPLIES	1,238.38	1,935.02	281.06	1,500.00	538.36	2,000.00	500.00		
1113.53180 GASOLINE	18,309.92	14,873.47	18,310.21	25,000.00	24,036.22	30,000.00	5,000.00		
1113.54110 OTHER EXPENSES/FIRE BUILDING AND GROUNDS MAINTENANCE	18,000.65	7,422.48	12,582.56	23,000.00	1,131.62	23,000.00	-		
1113.55110 EQUIPMENT	1,400.00	425.67	6,029.86	25,000.00	29,355.99	40,000.00	15,000.00		
1113.55130 FIRE HYDRANTS	12,390.71	13,165.96	14,647.08	15,000.00	13,463.16	15,000.00	-		
1113.55131 UNDERGROUND TANK INSPECTIONS	130.00	641.57	-	1,000.00	42,819.15	-	(1,000.00)		
TOTAL FIRE	2,108,243.03	2,233,306.66	2,054,201.00	2,343,390.00	1,806,948.45	2,478,186.70	134,796.70		

VILLAGE OF OAKWOOD - AMBULANCE BILLING 2023 BUDGET PROJECTION									
	YTD EXPENSES THRU 12-31-19	YTD EXPENSES THRU 12-31-20	YTD EXPENSES THRU 12-31-21	2022 BUDGET	YTD EXPENSES THRU 10-31-22	PROJECTED 2023 PERMANENT APPROPRIATIONS	CHANGE		
217 AMBULANCE BILLING SVCS									
1113.52120 LEASES(NEW FIRE TRUCK & EQUIPMENT)	136,814.48	136,814.48	145,121.76	225,000.00	196,583.73	225,000.00	-		
1113.53140 REPAIRS & MAINTENANCE-BUILDING	49,241.58	5,755.83	76,089.90	46,340.35	16,218.00	46,340.35	-		
1113.54150 SERVICE CHARGES	20,837.12	18,017.75	20,127.29	26,000.00	21,405.58	26,000.00	-		
1113.55110 EQUIPMENT	25,650.00	9,375.76	37,396.52	24,100.00	10,936.23	24,100.00	-		
1113.55210 FIRE ENGINE & AMBULANCE OUTLAY	30,771.36	4,275.00	2,104.62	19,000.00	-	19,000.00	-		
TOTAL AMBULANCE BILLING	263,314.54	174,238.82	280,840.09	340,440.35	245,143.54	340,440.35	-		

Revenue/Budget ratio report Month Ending October 2022

Finance Committee Meeting 11-22-22

Budgeted Revenue ratio = .83%
Max Ratio Limit = .83/100%

General	Projected	YTD Revenue	Actual
Fund-101	Revenue	10/31/2022	Budget/Revenue ratio
General Fund Revenue	\$ 10,195,350.00	\$ 8,571,585.80	0.84
Beginning Balance	\$ 72,355.74		
Total	\$ 10,267,705.74	\$ 8,571,585.80	

Expense/Budget ratio report Month Ending October 2022

Budgeted expense ratio = 83%
Max Ratio Limit = .83/100%

General	100%	YTD Expenses	Actual
Fund-101	Appropriations	10/31/2022	Budget/Expenses ratio

Police	\$ 2,454,340.51	\$ 1,785,768.32	0.73
Fire	\$ 2,318,562.00	\$ 1,764,129.30	0.76
School Guard	\$ 7,900.00	\$ 4,042.24	0.51
Dog Warden	\$ 13,000.00	\$ 8,878.00	0.68
Auxiliary	\$ 50,000.00	\$ 17,932.61	0.36
Misc Contractual-utility	\$ 121,000.00	\$ 81,936.09	0.68
Building	\$ 303,310.00	\$ 210,258.81	0.69
Service Department	\$ 525,450.00	\$ 405,654.21	0.77
Rubbish Disposal	\$ 125,000.00	\$ 101,931.91	0.82
Council Clerk	\$ 56,090.00	\$ 42,950.09	0.77
Council	\$ 175,785.59	\$ 115,877.70	0.66
Mayor	\$ 249,200.00	\$ 178,160.43	0.71
Mayors Court	\$ 181,825.00	\$ 145,539.55	0.80
Finance	\$ 327,700.00	\$ 255,631.36	0.78
Legal Administration	\$ 148,664.00	\$ 133,108.66	0.90
Engineer	\$ 42,900.00	\$ 31,704.12	0.74
Pub/Lands and Building	\$ 87,800.00	\$ 84,200.45	0.96
Senior Van	\$ 65,650.00	\$ 45,648.41	0.70
Bedford Schools	\$ 215,000.00	\$ -	0.00
Summer Employment	\$ 2,400.00	\$ -	0.00
Board of Commissions	\$ 13,200.00	\$ 7,566.17	0.57
H/B Operational Contr.	\$ 2,800,750.00	\$ 2,456,937.35	0.88
Total General Fund	\$ 10,285,527.10	\$ 7,877,855.78	0.77

Expense/Budget ratio report Month Ending October 2022
 Desired expense ratio = 83%
 Max Ratio Limit = .83/100%

Special Revenue Fund

Finance Committee Meeting 11-22-2022

<u>Revenue</u>		Projected	YTD Revenue	10/31/2022	Actual
		Revenue	100%	10/31/2022	Budget/Revenue ratio
SCMR	Senior Fund-208	\$	131,646.00	\$	65,354.28
	Recreation Fund-204		283,331.00	\$	199,685.00
		\$	1,222,956.00	\$	591,024.78
					0.48
<u>Expenses</u>		Appropriations	YTD Expenses	10/31/2022	Budget/Expenses ratio
SCMR	Senior Fund-208	\$	131,620.00	\$	62,173.97
	Recreation Fund-204	\$	280,510.00	\$	204,392.74
		\$	1,218,133.00	\$	1,226,900.82
					1.01

**VILLAGE OF OAKWOOD
COUNCIL MEETING MINUTES
November 22, 2022**

ATTENDED

Johnnie Warren President
Elaine Gaither Council at Large
Eloise Hardin-Ward 2
Paggie Matlock Ward 3
Candace Williams-Ward 5

Tom Haba-Service
John Freeman-Police
Brian Thompson-Finance
Jim Climer- Law Director
Gary Gottschalk- Mayor
David Tapp-Fire
Daniel Marinucci-Building

ABSENT

Chris Callender-Ward 1
Mary Davis-Ward 4

Ed Hren-Engineer
Carlean Perez-Recreation

Meeting opened approximately 7:06 by Warren
Pledge of Allegiance and attendance taken.

Meeting deviated from agenda. Minutes does follow the agenda for this meeting

Motion to approve the minutes of the 10/25/2022 Finance meeting by Hardin; Seconded by Matlock

VOTE YES: Warren, Gaither, Hardin, Matlock **ABSTAINED:** Williams

Motion to approve the minutes of the 10/25/2022 Council meeting by Gaither; Seconded by Hardin

VOTE YES: Warren, Gaither, Hardin, Matlock **ABSTAINED:** Williams

Motion to approve the minutes of the 11/8/2022 Finance meeting by Hardin; Seconded by Matlock

VOTE YES: Gaither, Hardin, Matlock, Williams **ABSTAINED:** Warren

Motion to approve the minutes of the 11/8/2022 Council meeting by Hardin; Seconded by Gaither

VOTE YES: Gaither, Hardin, Matlock, Williams **ABSTAINED:** Warren

Clerk Correspondence-Morgan: None

Department Reports:

Fire-Tapp: We just finished with the building department, the final inspection of the Vet Center. That should be opening up real soon. WM with the big expansion going on, we have been working really closely with them and I think they are close there. Interstate McBee has been moving along, too.

Police-Freeman: We have the Shop with a Cop happening on December 10th. **Warren:** Are you all selling raffle tickets? **Freeman:** No, not this year. **Mayor:** What time? **Freeman:** We start about 8:45, get the kids over there by 12. The whole thing is over by 12:30. **Mayor:** We have an event at the community center for the kids later in the day on Saturday. **Warren:** In that case are you taking donations? **Freeman:** Yes. We take donations from a bunch of companies. They all get Target gift cards and it's split evenly with all the kids. **Warren:** So, if a person wanted to make a donation, we'd give it to you? **Freeman:** You can give it to me or Niki. Also, almost all the officers had to take Continual Professional Training (CPT) which includes mental health, cultural diversity, use of force, domestic violence, sexual assault case. Every office in Ohio has to take 24 hours of this type of training. 90% of our officers are done. 100% will be done by December 15th or so. That's a new thing this year. They had it a few years back and stopped doing it. But now, it's back. Also, we have been having a lot of complaints about parking in the streets of OV and the stop signs in OV. The last week or so, we have probably given out 10 citations (5 on the stop signs and 5 on the parking). If you know any of your neighbors are parking on the streets, let them know we are going to warn them the first time. After that, they are going to start citing. We haven't had a whole lot of issues with second time offenses. But if we do, we give

them a citation. Any time you want to park on the street, you have to call Village Hall to get permission and they will give you the rules.

Building-Marinucci: An update on Aaron, he does have his provisional and he signed up for the examinations. The residential is first followed by the commercial. Hopefully he can take the exam next month and if not, it will be early next year. **Warren:** Here is how I am looking at it right now. If he does get his RBI, his interim RBI lasts 2 years and he can function as a residential building inspector for those 2 years. What we want him to do is to be successful when he passes his test. If he does have his interim from the state, don't rush him to hurry up and take the test because it gives him more time to learn. **Marinucci:** We updated all the codes, but I also bought him study aides to assist him in the different area. The energy provision of the code has completely changed, and I keep pushing him to help him understand it. **Matlock:** Is there anything in place when Aaron gets his certificate, he stays here in OV for a minimum of time? **Warren:** Well, I don't think we have anything in place because we have not really had a full time RBI inspector until Aaron. This is something we will have to look into, but the answer is no. **Marinucci:** And you will notice in my budget that we are looking to get him more money. **Williams:** Which may be a good time to implement her idea. **Matlock:** He should be here a year or two before he goes on to another. **Hardin:** Can we make a motion tonight? **Warren:** No because that is an administrative issue. We can address our employee manual, update it, or amend it to make that requirement. We can't make it of him, but we can update the manual to make it a requirement. **Climer:** I wouldn't recommend it be done in a manual but an individual contract. **Warren:** I don't think a contract is necessary. Nobody working here is under a contract. I think we just need to make it a part of the employee manual which dictates.... **Hardin:** We just had a department that said he is going to work with the finance department to get this person a raise. So that is taxpayer dollars. If in fact we are talking even more money, are we going to pay more money to keep him? Or if every time he tells us somebody approaches him.... **Warren:** If we have that he will be here a minimal of 2 years, then that's what it is. **Hardin:** I am just saying because we are already talking about giving him more money. **Williams:** What were your concerns with making it part of the employee manual? **Climer:** It's a very unwieldy way of doing it which requires legislation and everything else. If it's with an individual contract, it's a little easier to handle administratively and legislatively. **Williams:** So, the contract would supersede the employee manual even if it wouldn't have any conflict with that? **Climer:** No. I don't believe it would. There are a number of ways to do it. I am open to discussing getting it done the easiest way for everybody. **Mayor:** Back years ago and I can't remember who it was for, we did it for a couple of different people... ***inaudible-multiple voices*** There was a period of time they would be hired and there was a training period within that time and if they left before the end of that time, they would have to pay that back. **Hardin:** That's right. **Warren:** And what was that.... **Freeman:** It was a form you fill out when you get the job. And when we train you and if you leave within 2 years, you pay us back \$3,000-\$4,000. ***inaudible-multiple voices*** We have implemented it and it is working. **Hardin:** The house on Somerville that is owned by someone out of the country, where are we with that? **Marinucci:** We don't have service. I sent it to the law department, and they are working on a service. **Hardin:** Okay, you told me that last time. **Marinucci:** I will talk to Ross in the morning. **Hardin:** Would you give me a call personally? I would like to know. **Marinucci:** I know we don't have service of process done. **Warren:** Could you ask Ross to send the council clerk a report on where we are, and she can forward it to council? **Williams:** There is a home on Wright Avenue. I think they are renovating it. I am not sure if it is becoming a rental property. It is gray and I believe the address is 7287 Wright Avenue. I am pretty sure. I can't really see the numbers. They cut down a tree and basically let everything fall. It's butting out into the street and it's literally scrapping peoples' cars as they go by it. Once the snow starts.... **Marinucci:** I will have Aaron look at it.

Law Director-Climer: The Fouche transaction has been completed. The holdup was there some defects in the deeds that we received from county, and it took a while to work through that. Between the prosecutors' office and the auditors' office was finally able to get it straightened out. We thought we were going to have to go back to court to get a new deed from the court because it came to us on a foreclosure. That is finally completed. **Morgan:** The plat came back today, and it was never certified. I was able to get that certified and they should have it back first thing in the morning to get that recorded. **Williams:** Is everything done for the gentleman to do the side yard lot? **Morgan:** That is the one we are still waiting on Edmond to write the recommendations for that property. Mr. Moses in Arbutus. I didn't send an email to you and Mr. Moses that could not get it on the agenda for that time and that we are waiting for the recommendation letter. **Williams:** The recommendation should come from the council. That is all the landbank needs. **Climer:** We were trying to communicate with him to try to avoid the situation we had with the other landbank properties which somebody buying it and then remarketing it even though it's an unbuildable lot. We were going to request that he commit to taking it and combining it with his property and agree to not try and split it back off. **Williams:** I thought that was part of the process

the Cuyahoga County landbank does once they get the paperwork from us. **Climer:** I am not aware that they do but we wanted to make sure that happens. Edmond is communicating with Mr. Moses to get his agreement on that. **Warren:** I believe they actually have to do the lot consolidation, so it doesn't actually happen. If you buy a lot next to yours, you have to consolidate them. **Williams:** No, the landbank does that as part of their process. But on the side yard application, there is a box that he has to check that says he won't do that. **Climer:** I am not aware of that. We just wanted to make sure it happened. **Williams:** It's in the application. He has to check that box in order to sign it. **Climer:** If it is in there, we can straighten this. **(Clerk retrieved copy of the application for Climer to review at that time.) Gaither:** The landbank does it automatically? **Warren:** Well, after you check the box.... **Williams:** ...get it from us. **Warren:** We have the first right of refusal.

Service-Haba: No report.

Finance-Thompson: I met with our record of agent who manages our insurance proposals. They really came back with some good news going into next year. I haven't had good news in a long time about the insurance. But it was a 16.9% decrease for our renewal rates for next year. So, that is really good. I will have them come before you formally like I do every year to give an update about what they found when they went out to the market and things like that. That was really good news. **Williams:** Unfortunately, I want to add more work to my last meetings request. We talked about whatever 3% looks like and what 2% looks like. You were giving us the amounts. **Thompson:** I gave them to you in total. **Williams:** You brought up something last meeting that I had been thinking about. In the former clerk's salary, when she retired, we paid out.... **Thompson:** Her retirement accruals; her vacation and 1/3 of her sick time. **Williams:** We were talking about a contingency budget. How do we prepare for people retiring because that was a \$12,000 to \$15,000 addition to her salary. Are we preparing for that, and I want to ask if you can provide who will be able to retire next year, the year after? Not the specific individuals but what those line items look like as far as how much we will be paying in addition to their salary in those years. How are we preparing for that? **Thompson:** Up to now, we haven't had any initial game plan. The system does track the dates they may be able to retire. That is some concrete information that you can start as a basis to know what the accruals may cost at the end of the payouts. **Williams:** Can you get us that? **Thompson:** Sure. **Warren:** We have a total of 32 full time employees? **Thompson:** 32-35. **Hardin:** When do you anticipate we will do all of the budgets and schedule the meeting to pass the budget? **Thompson:** I was just scheduled for the last meeting of the month in December. So, we have another whole month to complete that. We had some discussion.... **Warren:** We will have to have an interim meeting or something. **Thompson:** Yes. We always have some interim meetings to get through them. **Warren:** We have the 13th and the 27th. **Thompson:** Then, I can consult with the law director and get the legislation drawn up for the year end adjustments and projection for '23. **Hardin:** You need to give us, the council, where we are for extra meetings and possible meeting dates. **Thompson:** I will summarize what budgets. We have gotten through a couple of the big ones with police and fire. I'll scale out what departments are left. Coming up next, I would like to do building since I have had a meeting with him already and probably 3-4 more in that meeting as well. **Warren:** What I would like for you to do is consider and poll the council to see if the 20th could be possible. This way by the 27th, we can actually act on it. **Hardin:** I am willing to sacrifice my time, but I heard something I didn't really like. We pass and if we don't already have it, we can adjust it. That's not the point. **Williams:** The building inspector talked about a raise. Are there any other positions that you have talked to any other director about a raise in addition to that 3%. **Thompson:** No, that is one formal person as it relates to those certifications. Otherwise, it's just 3%. **Williams:** So, for every other employee in the village, it's only the 3%. **Thompson:** At this time. **Williams:** That's been put in the budget. **Thompson:** Yes.

Mayor: No report.

Public Comment

Resident 1-Karen Howse 7209 Glenshire Road: I would like to request the finance committee minutes from August, September and October for the record. For the future, should I just email you? **Morgan:** That would be perfect. They are also online to be accessed. **Resident 1:** Are all of them up to date? **Morgan:** Yes. Except for the ones we just voted on. **Resident 1:** Then I will wait and look them up online. I won't request them. The building department, what happens if he doesn't pass. We already paid for the class. **Marinucci:** I will answer that. He will take it a second time. And if he doesn't pass, he will take it a 3rd time. **Resident 1:** Let me finish my question; if he doesn't pass the first time, how many times is the city going to pay for that? **Warren:** Well, this is what it is. We will pay for it once and he will pay for it all

the other times. **Marinucci:** If he leaves, we are in trouble. You will not have a building department that runs efficiently. **Warren:** We understand that and that is why he knows.... **Marinucci:** I am worried he doesn't know how to take these kinds of tests. **Warren:** And that is why I said you should not expect him to take the test any time soon. Because we know it's a challenging test. I know that for a fact. **Williams:** Are we making an assumption he doesn't know how to take these tests? That sounds very negative to say. **Marinucci:** No, it's hard. If you are not good at taking these kinds of tests, you have to learn how to take them. Just because you are going out and inspecting concrete and they give you a question regarding concrete, you may read it and not understand what the question is. **Williams:** Is the test challenging for everyone? **Marinucci:** Yes. It depends on how good you are at taking these things. **inaudible-multiple voices** **Warren:** My suggestion is that he just studies for the test and give him a reasonable amount of time to study. He still maintains his interim whether he passes or not for 2 years. **Resident 1:** I was just asking a question. I know it is a hard test and there is a shortage of building inspectors. We don't have enough of them. There are cities stealing from each other. I understand that. That was my intent of the question is that you can incorporate him taking it multiple times. It's just \$75. I know it's hard to get CBOs and keep them. The other question I had was about employee reserve. I get it's uncomfortable to move money into a fund that you view as restricted. I mentioned this in prior council meetings, and I am curious about which one of the finance committee meetings that I mentioned it. The only reason why I am suggesting it's just a recommendation. I notice when big capital projects are presented, and sometimes it can be a sense of emergency. There may be a grant that you have to act on and there is a chance you may not get it. But if we did have to construct something like a 5-year capital plan to address such a turnout year. Whatever your threshold is to determine what is worthy of being defined as a capital, maybe then you can be able to address it over time. If they need turnout gear every 5 years, they have to replace. At least you could see the first year, the second year, maybe this has to be deferred because this goal is ranked number 1 over this one. I don't see what is wrong with putting together a capital committee. Not to say you can't do it, but just so it gives you time to pace the information so when it's at council meeting, you're not rushed to make a decision. Ultimately, you are making a decision financially for the whole village and what it impacts. Again, I don't believe the Mayor is making bad decisions for us. I think if you just look around, you see a lot of things that are happening in this community lively and actively. He made promises about not having smokestacks and things of that nature. What I am saying, sometimes the Mayor is time challenged. It's just a fact. Sometimes he will get something, and it has to be done and it needs to be passed like yesterday. But is that fair to you as constituents. We voted for you to make sure that you're advocating for us and to know that you are making a good decision because you have the time to do it. And that is why I was asking just to entertain. It's not a measure of negating the Mayor's progress and the village's progress. It's just to give you time to digest stuff because if it's not my world, it's his world. It's the finance director's world; it's the fire chief's world. It's not your world every day. It's not what you do every day. To be pushed into getting information all at once and you need to pass it, I just think it's unfair to make a decision and vote on it legislatively when it comes to large ticket items. I don't think it's wrong to have a capital improvement committee. You know we have streets. What order of these streets need repaired first? If we had to rank it, I know Ed Hren is exceptional, I know he ranks these streets. Do you know what the street rankings are? **Warren:** He is doing that now. **Resident 1:** I feel I have never had an inkling thought about moving out of OV because the services are great, my lifestyle living here is great. It's not compromised or anything of that nature. But I just want to see that as we continue to progress for a village of this size, that we can continue to progress, and that the council makes decisions financially when you know what you are saying yes to. Not implying that you don't but saying that you have time to digest what's being projected to you. I think that will help when the Mayor brings something up to you urgently, you will know. It's not to slow you down but it is to keep you apprised of the larger expenditures that are being presented to you. The last thing is the employee retirement fund. I have made a recommendation. The only reason I make that recommendation is because like it or not, people have worked here and stayed here and gave a long-term service to this village. With that service, I know if I was working here and I would expect to retire, I want to know that my money is secure so when I cash it out, financially it will not be a decision or an issue because we did some capital project that we didn't think about x, y, z. Our population is aging in OV as it relates to our employees. And I am not saying put all the funds in there like a million dollars off the bat. I am saying, start looking at your top. I appreciate you mentioning that because that is a follow-up question that I asked 2 finance meetings ago about creating a reserve. I don't like rainy day fund because it makes it seem like it's disbursed at will. But specifically, security in that you have employees that have dedicated years of service. At least you can start to put money aside, so they have the security to know that when they retire, they know they can cash out whatever the cap requirement, so they don't have a problem getting that money so that it doesn't inflate the general expenditures. **Williams:** The employee reserve fund. How is that restricted? You come back to council to make sure that what we said it could be actually spent for. **Resident 1:** If you establish a special revenue fund, a special revenue fund is just what it's defined as. You can only spend it on what it's allocated for. If it's employee retirement payout, it

can only be used for that. It could be defined to your liking and the only way that you can close that fund or move any special revenue is by court order. Even though they did change some language to that, you cannot expense special revenue fund for what it is allocated for.

Resident 2 LaShon Sawyer 26275 Dennisport: I wanted to ask a clarifying question. Not about the individual we were talking about but the process about a person getting a raise and it's at the end of the year with the COLA 3%. Would it be the 3% and then the raise, or the raise and then 3% on top of that. **Thompson:** The base would be the 3% and then take consideration of moving salary. **Resident 2:** And is the salary adjustment contingent upon the passing of the test or is that just the salary adjustment in general and not contingent upon the test? **Thompson:** Yes. In a single conversation, it's directly related to his test. Here in the village, we have a situation where we have a contract with the police. That is the only one. The rest of the employees are at will. Ultimately, with the negotiation and the Mayor's decision to give all other employees a raise as well as it relates to the contracts. **Warren:** Just to clarify, even though it's an administrative function and we hope they make the right decisions. Perceptionally, you would think that the individual is able to perform the job, whether he has taken the test or not. I don't know if they will do an increment, because this is new for us. We have never had a building commissioner and an inspector at the same time. This person has been working part time so with this full time, I don't think they have addressed it unless you already have a policy in place for new employees that have to test or certification that would be a step process. **Resident 2:** The other piece is with annual raise which I get that. Then if you are doing salary adjustments over time, you could begin to create a problem because you are doing 3% on a salary whether the 3% comes before the salary adjustment or after at the end of the year, you can have your employees beginning to be out of sync with each other and create disparities. I don't know if there is a policy in place for the first half of the year adjustments, second half of the year adjustments, how that is prorated. Then taking what that annual adjustment is otherwise, over time, people become out of step with each other. **Mayor:** They dynamics with the building department are much larger now than they were 10-15 years ago with homes being older now, requiring potentially more inspection. Or those being rented or leased out. But just as importantly with the number of new companies coming here, especially large companies that require inspections and going through the plans. We have a number of 4-5 companies that are expanding. The building department is more active now and why do we need a second person there. **Resident 2:** I'm not disputing his job performance or if he can do it. It's more the financial piece as the department grows, you are not adding a full-time employee, and someone is asking for a salary adjustment. That doesn't make a big impact when you have 30 something. But in 10 years when you're at 40 something, and everyone is asking for a salary because their position is in high demand, you give them a salary adjustment and then add 3% to that, you create a financial bubble when you grow. It doesn't appear as challenging when the numbers are small but with this example of the department expanding, thinking about the timing of salaries and what is the procedure of the 3% before or after the salary adjustment. **Hardin:** She made a good point. In essence you could have set a precedent as we look back on this.

Legislation:

RES 2022-60 Introduced by Mayor Council as a whole 1 st Reading	A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM FOR 2023, AND AUTHORIZING THE SIGNING OF CONTRACTS AND OTHER DOCUMENTS RELEVANT THERETO, AND DECLARING AN EMERGENCY
RES 2022-61 Introduced by Mayor & Council as a whole 1st Reading	A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR 2022, AND RELEVANT THERETO, AND DECLARING AN EMERGENCY
ORD 2022-62 Introduced by Mayor & Council as a whole 1st Reading	AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR POLICE AND FIRE DISPATCHING SERVICES WITH THE CITY OF BEDFORD HEIGHTS

Freeman: It's going to be \$200,000 a year. I believe we are paying Walton Hills \$165,000 per year for police and fire. Bedford Heights has state-of-the-art equipment; they also have 2 dispatchers working which we need. Most important, Walton Hills is shutting their dispatch center down for OV police and fire effect January 1st. **Warren:** What we were told just a little while ago if this agreement isn't done, going forward, we will be on a month to month until it is signed.

Williams: That is why I didn't understand there was a contract.... **Warren:** ...we were negotiating the contract and if depending on when we passed it or if we passed it, that if we go into next month, we would be month to month. **Hardin:** So, is that not true? **Freeman:** From what I understand is that must have changed because as of right now, per the Chief, we have to go over the BH because WH will not dispatch. **Williams:** It says on the 4th page that it starts 1/1/2023.

Freeman: And it takes at least 30 days to get this implemented, changing over the radio, telephone lines, moving thousands of warrants over to BH because they will start holding our warrants for us. **Hardin:** Why did you take so long to put us in this? **Warren:** He's not the Chief. **Freeman:** It wasn't us. WH came to us and told us what was going on. At that point, we got to make it happen. **Hardin:** That is my question. WH gave us short notice. **Freeman:** Yes.

Williams: So, you need this approved by December 1st is what you're saying? **Freeman:** Well, as soon as possible because it's going to be at least 30 days to make this happen. **Clerk recommended special meeting next Tuesday 11/29/2022 as the CBDG and CMSG grant applications are due December 9th. There were not enough in attendance for passage.**

Hardin: When we make this move, I am concerned about head count and dispatch. What are Vicky's hours? **Freeman:** She is over at WH. She has retired, and only been parttime here covering when Rita was here or when Linda is off top put tickets in and things like that. **Hardin:** During the day if I dial 911, it goes to WH. **Freeman:** Yes. **Hardin:** The only time I would get someone in dispatch over here is if I was directly transferred. **Freeman:** If you call 911, you get WH. If you call 232-1035, you get WH. If you call 232-9988, you get someone up front and they can transfer you. **Hardin:** During the day, you have a full-time lady sitting in the chair by the window. What does she do? **Freeman:** She (Linda Evans) is the records clerk. From my understanding, when the Chief gave his budget, there should be a job description of the records clerk. **Hardin:** I am going to ask you to look at that job description and tell me if that is an 8-5 job or full-time job. **Freeman:** I already know what she does. **Hardin:** What does she do? **Freeman:** She enters warrants, answers the phone, she puts tickets in every day, she puts the arrests in every day. She does record retention. It's a full-time job. **Hardin:** She has nothing to do with dispatching. **Freeman:** She does have her LEAD certifications so if I come in there and need a plate, she is certified to run that plate, give me that information instead of calling and waiting on a dispatcher to get it to me. **Hardin:** Well, I apologize because I had a whole different explanation of her job description, but I still want to see a formal one. **Williams:** In the fire department's budget, they spent \$39,000. In 2022, we budget \$75,000. As of 10/31, we spent \$38,000 was spent. **Mayor:** That is for 9 months, not 10 months. **Williams:** Hold on. I would like to look at the police budget and see if the discrepancy is the same for that and I would like to know why we budgeted twice the amount in '22. You may have to get with fire. I want to see if the same is with you all's. I wasn't here for that particular meeting. Now, we are looking at \$200,000. So, for each of these sections, can you tell us the difference? Is it services, services and equipment? What is the difference between what we were getting before with WH and what we will be getting now? **Freeman:** We are talking about night and day. They have state-of-the-art equipment. They always have 2 dispatchers, which is what we need for sure. **Williams:** When you say 2 dispatchers, is that 2 for fire and 2 for police.... **Freeman:** 2 dispatchers that handle police and fire. **Williams:** Is it 2 total or 4 total? **Freeman:** 2 **inaudible-multiple voices** **Thompson:** He wouldn't know about the reconciliation matters we went through in those prior years. What they were trying to do in '22 is set it back to the base of the contract and I think they had \$75,000 a piece in each budget. So, going forward like he said with the \$200,000, he's putting \$100,000 in his (Tapp) and Garratt is putting \$100,000 in his for 2023. **Williams:** Are we guessing now because you asked you this earlier.... **Thompson:** It's not about guessing. We have already talked about next year being \$200,000. **Williams:** I am talking from '21 to '22, I would just like you to check into.... We had a conversation earlier and you didn't provide the answer. I would just like to know.... **Thompson:** I did because I talked about the reconciliation leading up to that point. I am going to go back and look at invoices from prior history. **Williams repeats question about the amounts spent by fire in dispatch per spreadsheet that was addressed to Captain Freeman.** **Thompson:** Because of the reconciliation matter we had, that is what ended up being the cost in that year. The amount of the contract would have been the same. It was just a matter of reconciliation between the EMS services and the dispatch in how it ended up for that year.

Matlock repeats the reason for the move from WH to BH.

**Further discussion of the benefits of contract leaving WH to BH repeated.* See contract with the ordinance.*

**Special meeting for second reading of legislation set for 11/29/2022. Original discussion for special meeting on Wednesday (11/30) or Thursday (12/1) but after further inquiry, Tuesday (11/29) was the only day cleared to have enough voting members for legislation.*

Discussion at the beginning for executive session to be voted on for next meeting to discuss personnel issues. No vote took place

MOTION TO ADJOURN by Gaither; Seconded by Matlock

VOTE YES: Warren, Gaither, Hardin, Matlock, Williams

MEETING ADJOURNED @ 8:41pm

Adopted _____

Christine Morgan, Clerk of Council

Johnnie A Warren, President of Council

VILLAGE OF OAKWOOD
FINANCE MEETING MINUTES
November 29, 2022

ATTENDED

Johnnie Warren President
Elaine Gaither Council at Large
Chris Callender Ward 1
Eloise Hardin Ward 2 (late)
Paggie Matlock Ward 3
Mary Davis Ward 4

Brian Thompson-Finance

ABSENT

Candace Williams Ward 5

Jim Climer-Law Director
Gary Gottschalk Mayor

Meeting opened approximately 6:08pm by Warren

Pledge of Allegiance and attendance taken.

(This additional finance meeting was on the agenda to continue the presentation of department budgets for 2023)

The following budgets were presented and discussed. SEE ATTACHED OF EACH

- *Oakwood Village Finance Department
- *Oakwood Village Mayor's Court
- *Oakwood Village Senior Citizens' Van
- *Oakwood Village Traffic Control (School Guard)
- *Oakwood Village Street Lighting
- *Oakwood Village Planning Commission, Zoning Board and Architectural Board
- *Oakwood Village Refuse Collection

MOTION TO ADJOURN by Davis; Seconded by Gaither

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MEETING ADJOURNED @ 6:57pm

Adopted _____

Christine Morgan, Clerk of Council

Johnnie A Warren, President of Council

	2019 Y-T-D EXPENSES	2020 YTD EXPENSES THRU 12-31-20	YTD EXPENSES THRU 12-31-21	2022 BUDGET	YTD EXPENSES THRU 10-31-22	PROJECTED 2023 PERMANENT APPROPRIATIONS	CHANGE
VILLAGE OF OAKWOOD FINANCE DEPARTMENT 2023 BUDGET PROJECTION							
FINANCE DEPARTMENT							
7704.51110 FINANCE WAGES	211,110.65	220,021.20	237,874.22	250,000.00	201,067.07	258,000.00	8,000.00
7704.51111 OVERTIME	197.64	-	353.31	600.00	501.90	600.00	-
7704.51120 PERS	28,146.46	29,599.70	27,105.35	35,000.00	30,018.44	36,500.00	1,500.00
7704.51140 MEDICARE	3,027.58	3,131.61	3,380.08	3,600.00	2,865.76	3,600.00	-
7704.52110 PRINTING & REPROD.	3,028.41	2,597.43	2,251.21	2,312.50	1,017.10	1,500.00	(812.50)
7704.52130 PROFESSIONAL DUES	1,120.00	530.00	863.00	887.50	50.00	800.00	(87.50)
7704.52150 MISC. CONTRACTUAL(IT SUPPORT, SOFTWARE SUPPORT)	22,690.82	6,615.19	4,887.61	29,000.00	3,866.36	8,000.00	(21,000.00)
7704.52160 CONFERENCE & ED	465.00	199.00	-	500.00	285.00	500.00	-
7704.53130 TRAVEL & TRANSPORT.	154.14	-	44.50	500.00	-	500.00	-
7704.53150 OFFICE SUPPLIES	3,861.24	4,391.58	3,318.03	3,460.00	1,371.29	2,200.00	(1,260.00)
7704.53150 VENDING MACHINE SUPPLIES	428.77	387.96	591.39	600.00	515.96	600.00	-
7704.55110 EQUIPMENT	560.00	37.79	265.87	740.00	739.01	750.00	10.00
7704.57150 LEGAL ADS	675.00	-	-	500.00	-	500.00	-
TOTAL FINANCE	\$ 275,465.71	\$ 267,511.46	\$ 280,934.57	\$ 327,700.00	\$ 242,297.89	\$ 314,050.00	(13,650.00)
Miscellaneous Contractual							
Active Networking - It Support-6500							
Ez Signer Maintenance Agreement-1000							
Copier Maintenance Agreement-500							

		2019	2020						
		Y-T-D	YTD	YTD			YTD	PROJECTED 2023	
VILLAGE OF OAKWOOD SENIOR CITIZENS/VAN 2023 BUDGET PROJECTION		EXPENSES	EXPENSES THRU 12-31-20	EXPENSES THRU 12-31-21	2022 BUDGET		EXPENSES THRU 10-31-22	PERMANENT APPROPRIATIONS	CHANGE
SENIOR CITIZENS/ VAN									
7708.51110 SENIOR VAN WAGES		44,641.14	50,348.81	33,167.57	35,000.00		27,819.52	37,000.00	2,000.00
7708.51120 PERS		6,047.20	6,947.65	3,828.84	4,700.00		3,804.12	5,000.00	300.00
7708.51140 MEDICARE		643.18	724.56	480.92	800.00		403.33	600.00	(200.00)
7708.53140 MAINT. & REPAIRS		3,869.36	1,040.79	11,424.69	4,500.00		4,120.45	5,000.00	500.00
7708.53180 GASOLINE		6,847.76	4,856.38	6,368.88	8,800.00		8,663.62	9,500.00	700.00
7708.54110 OTHER EXPENSES		374.70	747.76	801.89	850.00		837.37	900.00	50.00
TOTAL SENIOR CITIZENS/VAN		\$ 62,423.34	\$ 64,665.95	\$ 56,072.79	\$ 54,650.00		\$ 45,648.41	\$ 58,000.00	\$ 3,350.00
Other expenses = Cell Phone Bill									

	2019	2020							
	Y-T-D	YTD	EXPENSES	YTD	2022	YTD	PROJECTED 2023	CHANGE	
	EXPENSES	THRU 12-31-20	THRU 12-31-21	THRU 12-31-21	BUDGET	THRU 10-31-22	PERMANENT		
						APPROPRIATIONS			
VILLAGE OF OAKWOOD - TRAFFIC CONTROL 2023 BUDGET PROJECTION									
TRAFFIC CONTROL									
1114.51110 SCHOOL GUARD WAGES	5,857.54	6,283.75	7,480.03	6,200.00	3,505.00	6,400.00	200.00		
1114.51120 PERS	817.36	877.81	1,113.65	1,000.00	486.40	900.00	(100.00)		
1114.51140 MEDICARE	84.94	91.14	143.94	200.00	50.84	145.00	(55.00)		
1114.52160 TRAFFIC SIGNAL	-	1,428.35	-	-	-	-	-		
1114.52230 ELECTRIC	4,032.88	-	-	-	-	-	-		
1114.53140 REPAIRS & MAINT.	603.38	-	-	500.00	-	-	(500.00)		
1114.54110 OTHER EXPENSES	37.04	-	-	-	-	-	-		
1114.55110 EQUIPMENT	88.93	-	-	-	-	-	-		
TOTAL TRAFFIC CONTROL	11,522.07	8,681.05	8,737.62	7,900.00	4,042.24	7,445.00	(455.00)		

	2019	2020				
	Y-T-D	YTD	YTD			
VILLAGE OF OAKWOOD - STREET LIGHTING 2023 BUDGET PROJECTION	EXPENSES	EXPENSES THRU 12-31-20	EXPENSES THRU 12-31-21	2022 BUDGET	YTD EXPENSES THRU 10-31-22	PROJECTED 2023 PERMANENT APPROPRIATIONS
STREET LIGHTING						
1118.52150 MISC. CONTRACTUAL(LIGHT BILL)	856.91	637.78	-	1,000.00	-	(1,000.00)
1118.52230 ELECTRIC UTILITY	93,859.44	94,358.64	107,903.74	108,000.00	81,936.09	110,000.00
TOTAL STREET LIGHTING	94,716.35	94,996.42	107,903.74	109,000.00	81,936.09	110,000.00
						1,000.00

VILLAGE OF OAKWOOD - PLANNING, BZA, ARCH. 2023 BUDGET PROJECTION	2019 Y-T-D EXPENSES	2020 YTD EXPENSES THRU 12-31-20	YTD EXPENSES THRU 12-31-21	2022 BUDGET	YTD EXPENSES THRU 10-31-22	PROJECTED 2023 PERMANENT APPROPRIATIONS	CHANGE		
PLANNING, BZA, ARCH.									
7754.51110 BOARDS COMPENSATION	11,817.42	6,392.87	9,459.93	12,000.00	6,729.33	12,000.00	-		
7754.51120 PERS/FICA	421.67	237.75	338.65	500.00	475.57	500.00	-		
7754.51140 MEDICARE	638.35	357.95	476.01	700.00	361.27	700.00	-		
TOTAL PLANNING, BZA & ARCH.	12,877.44	6,988.57	10,274.59	13,200.00	7,566.17	13,200.00	-		

	2019	2020					
VILLAGE OF OAKWOOD REFUSE COLLECTION 2023 BUDGET PROJECTION	Y-T-D EXPENSES	YTD EXPENSES THRU 12-31-20	YTD EXPENSES THRU 12-31-21	2022 BUDGET	YTD EXPENSES THRU 10-31-22	PROJECTED 2023 PERMANENT APPROPRIATIONS	CHANGE
REFUSE COLLECTION							
5553.52150 RUBBISH DISPOSAL	107,178.13	115,566.00	120,188.73	125,000.00	101,931.91	125,000.00	-
TOTAL REFUSE COLLECTION	107,178.13	115,566.00	120,188.73	125,000.00	101,931.91	125,000.00	-

VILLAGE OF OAKWOOD
SPECIAL COUNCIL MEETING MINUTES
November 29, 2022

ATTENDED

Johnnie Warren-President
Elaine Gaither-Council at Large
Chris Callender-Ward 1
Eloise Hardin-Ward 2
Paggie Matlock-Ward 3
Mary Davis-Ward 4

Brian Thompson Finance
Jim Climer-Law Director
Ed Hren-Engineer
Gary Gottschalk-Mayor
Brian DiRocco-Fire
John Freeman-Police

ABSENT

Candace Williams-Ward 5

Carlean Perez-Recreation
Ed Hren-Engineer
Daniel Marinucci-Building
Tom Haba-Service

Meeting opened approximately 7:05 by Warren
Pledge of Allegiance and attendance taken.

Legislation:

RES 2022-60

Introduced by Mayor
Council as a whole
2nd Reading

A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM FOR 2023, AND AUTHORIZING THE SIGNING OF CONTRACTS AND OTHER DOCUMENTS RELEVANT THERETO, AND DECLARING AN EMERGENCY

MOTION TO SUSPEND by Davis; Seconded by Callender

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MOTION TO ADOPT by Gaither; Seconded by Davis

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MOTIONS PASSED

RES 2022-61

Introduced by Mayor &
Council as a whole
2nd Reading

A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR 2022, AND RELEVANT THERETO, AND DECLARING AN EMERGENCY

MOTION TO SUSPEND by Gaither; Seconded by Davis

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MOTION TO ADOPT by Gaither; Seconded by Hardin

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MOTIONS PASSED

ORD 2022-62
Introduced by Mayor &
Council as a whole
2nd Reading

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT FOR POLICE AND FIRE DISPATCHING SERVICES WITH THE CITY OF
BEDFORD HEIGHTS

MOTION TO SUSPEND by Gaither; Seconded by Callender

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MOTION TO ADOPT by Hardin; Seconded by Gallender

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MOTIONS PASSED

MOTION TO ADJOURN by Davis; Seconded by Gaither

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MEETING ADJOURNED @ 7:13pm

Adopted _____

Christine Morgan, Clerk of Council

Johnnie A Warren, President of Council

ORDINANCE 2022-63

**AN EMERGENCY ORDINANCE REQUESTING COOPERATION OF THE COUNTY
OF CUYAHOGA, OHIO FOR THE TRYON ROAD PHASE II PROJECT LOCATED IN
THE VILLAGE OF OAKWOOD**

WHEREAS, Oakwood Village has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

**The Resurfacing of Tryon Road – Phase II from Jean Drive to Richmond Road in
Oakwood Village (the “Project”).**

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

1. That it is declared to be in the public interest that the consent of said Oakwood Village be and such consent is hereby given to Cuyahoga County to participate in the cost of construction of the Project.

B. COOPERATION

1. That Cuyahoga County and Oakwood Village will cooperate in the Project.
2. That Oakwood Village will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.
3. Oakwood Village will arrange for the supervision and administration of the construction contract.
4. That Cuyahoga County will review the construction plans, estimate, specifications and bid proposal for conformance with section B-2 of this Agreement. County approval of these documents is required prior to the advertisement of the construction contract. Cuyahoga County will make an inspection of the completed Project.
5. That Oakwood Village shall agree to provide Cuyahoga County with a complete set of as-built plans upon the completion of the Project.

C. FUNDING

1. Oakwood Village hereby agrees to participate with Cuyahoga County in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the Cuyahoga County 's portion of the project.
2. That Cuyahoga County shall contribute fifty percent (50%) of the actual cost of construction and construction engineering which is determined to be eligible by the Cuyahoga County Engineer's policies up to a maximum of \$235,000.00.
3. In the event Oakwood Village secures additional funding for the Project, County's financial contribution and the supplemental funding cannot exceed the total actual cost of the Project.
4. The anticipated construction cost for this project is \$470,000.00. To determine funding eligibility, Cuyahoga County shall be notified immediately of any significant changes to the scope of work and/or construction cost.

D. MAINTENANCE

That upon completion of said resurfacing, said Oakwood Village will thereafter keep said highway open to traffic at all times; and

1. Maintain the resurfacing in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to Cuyahoga County and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That Cuyahoga County shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, Oakwood Village agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.)

E. TRAFFIC

1. That upon completion of the Project, Oakwood Village will thereafter keep said highway open to traffic at all times; and

2. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
3. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
4. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
5. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
6. That Oakwood Village shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing streets and public right-of-way within Oakwood Village, which is necessary for the Project, shall be made available, therefore.
2. That Oakwood Village will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

G. UTILITIES

1. That the Oakwood Village will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said Oakwood Village .
2. That Cuyahoga County will participate in the cost of alterations of governmentally owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

3. That it is hereby agreed that Oakwood Village, at its own expense, make all rearrangements of governmentally owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if Oakwood Village includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the Oakwood Village agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.
2. That the Oakwood Village shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the Cuyahoga County shall be and is hereby released from any and all damages or claims of the Oakwood Village arising from or growing out of the certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For matters relating to this Project, the agent for Cuyahoga County and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. Oakwood Village agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to Cuyahoga County and its designated agents for the purpose of audit and examination upon reasonable request.
5. By enacting this Ordinance, Oakwood Village agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Oakwood Village also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

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

SECTION 1. The Mayor of Oakwood Village is hereby empowered and directed on behalf of Oakwood Village to enter into agreements with Cuyahoga County necessary to complete the planning and construction of this improvement.

SECTION 2. The Mayor of Oakwood Village is hereby empowered and directed on behalf of Oakwood Village to make an application to the County of Cuyahoga, Ohio, for approval to use County Motor Vehicle License Tax Funds for the improvement.

SECTION 3. This Ordinance is hereby declared to be an emergency measure by reason of the need for expediting highway improvement to promote highway safety, and provide it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

Christine Morgan, Clerk of Council

Johnnie A. Warren, President of Council

Presented to the

Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2022-62 is duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2022.

Christine Morgan, Clerk of Council

POSTING CERTIFICATE

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2022-62 was duly posted on the _____ day of _____ 2022 and will remain posted in accordance with the Oakwood Village Charter.

Christine Morgan, Clerk of Council

DATED: _____

AGREEMENT

Between the County of Cuyahoga, Ohio and Oakwood Village for the Resurfacing of Tryon Road – Phase II from Jean Drive to Richmond Road

This Agreement made and entered into this ____ day of _____, 20____, by and between the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof, on behalf of the Department of Public Works (the "COUNTY") and Oakwood Village (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into this Agreement by Ordinance No. _____ adopted by Council of Oakwood Village on the _____ day of _____, 20____.

WITNESSETH:

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The Resurfacing of Tryon Road – Phase II from Jean Drive to Richmond Road in Oakwood Village (the "Project").

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the Project.

B. COOPERATION

1. That the COUNTY and the MUNICIPALITY will cooperate in the Project.
2. That the MUNICIPALITY will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.
3. That the MUNICIPALITY will arrange for the supervision and administration of the construction contract.
4. That the COUNTY will review the construction plans, estimate, specifications and bid proposal for conformance with section B-2 of this Agreement. County approval of these

documents are required prior to the advertisement of the construction contract. The COUNTY will make an inspection of the completed Project.

5. That the MUNICIPALITY shall agree to provide the COUNTY with a complete set of as-built plans upon the completion of the Project.

C. FUNDING

1. MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.
2. That the COUNTY shall contribute fifty percent (50%) of the actual cost of construction and construction engineering which is determined to be eligible by the Cuyahoga County Engineer's policies up to a maximum of \$235,000.00.
3. In the event MUNICIPALITY secures additional funding for the Project, County's financial contribution and the supplemental funding cannot exceed the total actual cost of the Project.
4. The anticipated construction cost for this project is \$470,000.00. To determine funding eligibility, the COUNTY shall be notified immediately of any significant changes to the scope of work and/or construction cost.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the resurfacing in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

1. That upon completion of the Project, MUNICIPALITY will thereafter keep said highway open to traffic at all times; and
2. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
3. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
4. Stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
5. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the Project shall be made available therefore.
2. That the MUNICIPALITY will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

G. UTILITIES

1. That the MUNICIPALITY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate

Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the MUNICIPALITY includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. MUNICIPALITY agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to the COUNTY and its designated agents for purpose of audit and examination upon reasonable request.

5. By entering into this agreement, I agree on behalf of Oakwood Village to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the day and year mentioned above.

Oakwood Village

Mayor

County of Cuyahoga, Ohio

Armond Budish, County Executive

ATTEST:

Clerk of Council

CERTIFICATE OF COPY

State of Ohio)
County of Cuyahoga)
Oakwood Village)

I, _____, as Clerk of Oakwood Village Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the _____ day of _____, 20____, that the publication of such Ordinance has been made certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. _____, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this _____ day of _____, 20____.

Clerk, Oakwood Village, Ohio

MUNICIPAL SEAL

TO: THE COUNTY OF CUYAHOGA, OHIO

DATE: _____

RE: APPLICATION FOR APPROVAL OF PROJECT USING COUNTY MOTOR VEHICLE LICENSE TAX FUNDS

PART A

PROJECT DESCRIPTION

MUNICIPALITY: Oakwood Village

ROAD: Tryon Road

ROAD NUMBER: _____ PROJECT LENGTH: _____

AVERAGE DAILY TRAFFIC: (Indicate 12 or 24 hour): _____

ACCIDENTS DURING PAST YEAR: Prop. Damage: _____ Pers. Inj.: _____ Fatal: _____

EXISTING PAVEMENT WIDTH: _____ RIGHT OF WAY WIDTH: _____ SPEED LIMIT: _____

RAILROAD CROSSINGS AT: _____

EXISTING BRIDGES OVER 20 FOOT SPANS: _____

Resurfacing of Tryon Road – Phase II from Jean Drive to Richmond Road in Oakwood Village

PART C

TRAFFIC CONTROL INVENTORY

ARE EXISTING SIGNS, MARKINGS AND TRAFFIC SIGNALS IN CONFORMANCE WITH THE OHIO MANUAL OF TRAFFIC CONTROL DEVICES (IF KNOWN)?: _____ IF NO, LIST DEFICIENCIES: _____

ARE EXISTING SIGNALS INTERCONNECTED?: _____

NUMBER OF EXISTING: Full actuated signals: _____ Semi-actuated signals: _____

NUMBER OF PRETIMED SIGNALS AND AVERAGE SPACING: _____

EXISTING PARKING REGULATIONS: _____

PART D

FUNDING

	<u>COST</u>	<u>PROPOSED FINANCING (\$ OR %)</u>				
	<u>ESTIMATE</u>	<u>LCNS TAX</u>	<u>MUNICIPAL</u>	<u>COUNTY</u>	<u>FEDERAL</u>	<u>OTHER</u>
<u>PRELIMINARY ENGR.</u>						
<u>RIGHT-OF-WAY</u>						
<u>CONSTRUCTION ENGR.</u>						
<u>ROADWAY & PAVEMENT</u>						
<u>STRUCTURES</u>						
<u>OTHER</u>						
<u>TOTALS</u>						

RECOMMENDED FINANCING: _____

PART E

MUNICIPAL ACTION

PROPOSED BY: _____ TITLE: Mayor DATE: _____

ACTION BY COUNCIL: _____ Ordinance No. _____ DATE: _____

CERTIFIED BY: _____ DATE: _____

(Clerk of Council)



Cuyahoga County
Together We Thrive

Department of Public Works

October 18, 2022

The Honorable Mayor Gary Gottschalk
Oakwood Village
24800 Broadway Avenue
Oakwood Village, Ohio 44146

RE: County Road 2023-2024 50/50 Funding Program – Tryon Road – Phase II from Jean Drive to
Richmond Road in Oakwood Village
County ID No. 1370

Dear Mayor Gottschalk:

County Council has approved the public convenience and welfare for the above referenced roadway resurfacing project. As per the enclosed agreement, the County shall contribute 50% to the cost of construction up to a maximum of \$235,000.00. The total estimated construction cost is \$470,000.00.

Enclosed herein please find:

1. One (1) copy of the Agreement of Cooperation between the County of Cuyahoga, Ohio, and the Oakwood Village; and
2. One (1) copy of the Ordinance of Consent; and
3. One (1) copy of the Motor Vehicle License Tax Application MPD 1-72.

Please properly execute and return all documents to this office for further processing. We request that you do not alter the enclosures. **Please note that all processed documents must contain original signatures (signed in ink—no photocopied signatures, please). The Ordinance should bear a municipal seal or certification stamp. Please fill out only Part E on the License Tax Application.**

Our Highway Design Department will be contacting the City in the coming weeks regarding the required design submittal documentation as mentioned in Section B-4 of the agreement.

If you have specific questions regarding the above, please contact June Gauss, Sr. Project Manager at (216) 348-3888 or by email at jgauss@cuyahogacounty.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Nichole English".

Nichole English, Chief Planning and Programming Administrator
Department of Public Works

Enclosures – as noted

cc:

CCDPW: M. Dever, T. Sotak, C. George, A. Stoll, Project No. 1370
Oakwood Village: Hren, Haba, Thompson

ORDINANCE NO. 2022-64

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN
AGREEMENT TO TERMINATE DISPATCHING SERVICE ARRANGEMENTS WITH THE
VILLAGE OF WALTON HILLS**

WHEREAS, the Village Oakwood and the Village of Walton Hills deem it advantageous to each of them to terminate their present arrangements for dispatching services described in the Dispatch Service Agreement attached; and,

WHEREAS, Oakwood has entered an agreement to obtain dispatching services from the City of Bedford Heights effective January 1, 2023.

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 Termination of Dispatch Service Agreement substantially in the form attached hereto and incorporated herein as Exhibit "1".

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the dispatching services agreement with Bedford Heights was only recently approved and signed and is to take effect on January 1, 2023 and this measure is necessary to avoid confusion concerning the provision of dispatching services for Oakwood, 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: _____

Christine Morgan, Clerk of Council

Johnnie A. Warren, President of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2022-64 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2022.

Christine Morgan, Clerk of Council

POSTING CERTIFICATE

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2022-64 was duly posted on the _____ day of _____, 2022, 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.

Christine Morgan, Clerk of Council

DATED: _____

EXHIBIT 1

TERMINATION OF DISPATCH SERVICE AGREEMENT

WHEREAS, the Village of Oakwood, Ohio and the Village of Walton Hills, Ohio have entered into an arrangement for dispatching services generally described in the Dispatch Service Agreement attached hereto and incorporated herein as Ex. A; and

WHEREAS, both parties to the foregoing arrangement deem it to their mutual advantage to terminate the dispatching services arrangement; and

WHEREAS, Oakwood has authorized the termination of the said arrangements by virtue of Ordinance No. 2022-_____ passed on December _____, 2022; and

WHEREAS, Walton Hills has authorized the termination of said Dispatch Service Agreement by Ordinance No. 2022-_____ passed on December _____, 2022;

NOW THEREFORE, the Village of Oakwood, Ohio and the Village of Walton Hills, Ohio do hereby mutually agree, subject to any agreement to continue services on a day-to-day or month-to-month basis, to terminate the dispatching services arrangements represented by Ex. A attached hereto and incorporated herein effective at 11:59 p.m. on December 31, 2022 and further agree to waive any notice periods contained in Section 2 of Ex. A or otherwise.

VILLAGE OF OAKWOOD

Date: _____

By: _____
Gary V. Gottschalk, Mayor

VILLAGE OF WALTON HILLS

Date: _____

By: _____
Don Kolograf, Mayor

EXHIBIT "A"

DISPATCH SERVICE AGREEMENT

THIS AGREEMENT, entered into by and between the Village of Oakwood, Ohio, and the Village of Walton Hills, Ohio, this _____ day of 2017.

WHEREAS, the Village of Walton Hills has a full time telephone answering and radio dispatch service utilizing state of the art radio equipment and related dispatch service amenities; and

WHEREAS, the Village of Oakwood desires to contract with the Village of Walton Hills for the provision of telephone answering and radio dispatch for police, fire, emergency medical and rescue services pursuant to certain terms and conditions contained in the agreement; and

WHEREAS, Village of Walton Hills agrees to perform such services in accordance with the terms and conditions contained in the agreement.

NOW THEREFORE, in consideration of the mutual covenants expressed herein the parties hereto agree as follows:

SECTION 1. SCOPE OF SERVICE -TELEPHONE ANSWERING, RADIO DISPATCH FOR POLICE, FIRE, EMERGENCY MEDICAL AND RESCUE SERVICES.

A. The Village of Walton Hills will furnish twenty-four (24) hour a day telephone answering and radio dispatching services for police, fire, emergency medical/rescue services to the Villages of Oakwood and Glenwillow with the basic service to be as follows:

1. Answer all emergency and non-emergency telephone calls to Oakwood Village and the Village of Glenwillow and relay such messages;
2. Provide computer information in accordance with the Rules and Regulations set forth by LEADS/NCIC.
3. When necessary, enter and all regular LEADS and NCIC based warrants, stolen vehicles and articles, missing persons, etc., into the computer.
4. Dispatch services to include: LEADs access; CCH access; radio communication to police, fire EMS and Service Department; answering of all police and fire calls; 24/7/365 service; supply MDT service; training of personnel; EMI trained staff; two (2) dispatchers during peak/agreed times; two (2) dispatchers weekdays from 7:00 am to 3:00 pm; Saturdays two (2) dispatchers from 3:00 pm to 11:00 pm, times of peak hours subject to change upon approval of both parties, and a second dispatcher on-call during unforeseen increased activity or call volume.

1

B. Walton Hills will furnish services in accordance with their manual for operation of its system and will provide Oakwood Village and the Village of Glenwillow copies of all teletypes regarding missing/wanted persons, B.O.L.O.S., theft, returned property, schools, etc.

C. Oakwood Village and the Village of Glenwillow will submit all warrants, items to be entered, i.e., cars, missing/wanted persons, LEADS messages, stolen items, etc., on the proper forms and shall ensure their correctness.

D. Oakwood Village and the Village of Glenwillow agrees to abide by the Walton Hills Dispatch Manual and Dispatch Policy as provided by Walton Hills.

SECTION 2. PAYMENT FOR DISPATCH SERVICES.

A. For the of these basic dispatch services Oakwood Village shall pay to Walton Hills as follows:

1. For the period commencing January 1, 2018 and ending December 31, 2018, the sum of One Hundred Forty-Six Thousand and Six Hundred and Ninety Six Dollars (\$146,696.00) for services provided to Oakwood Village and the sum of Thirty Five Thousand and 00/Dollars (\$35,000.00) for services provided to Village of Glenwillow, for grand total of One Hundred and Eighty-One Thousand Six Hundred and Ninety-Six dollars (\$181,696.00).
2. For the period commencing January 1, 2019 and ending December 31, 2019, the sum of One Hundred Forty-Six Thousand and Six Hundred and Ninety Six Dollars (\$146,696.00) for services to Oakwood Village and the sum of Thirty Five Thousand and 00/Dollars for services to Village of Glenwillow, totaling One Hundred and Eighty-One Thousand Six Hundred and Ninety-Six dollars (\$181,696.00) plus the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Cleveland-Akron, Ohio (CMSA) for the year 2018, or two percent (2%) whichever is greater. Notwithstanding the foregoing, the maximum increase shall not exceed five percent (5%).
3. For the period commencing January 1, 2020 and ending December 31, 2020, and each consecutive year through 2027, the annual contract fee shall be calculated based on the prior year's fee plus the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Cleveland-Akron, Ohio (CMSA), or two percent (2%) whichever is greater. Notwithstanding the foregoing, the maximum increase shall not exceed five percent (5%).
4. These amounts are payable in equal quarterly installments payable on January 1st, April 1st, July 1st and October 1 of each year this Agreement is in effect.

GENERAL CONDITIONS

SECTION 1. TERM.

1. The term of this Agreement shall be for a period of five (5) years. The Agreement shall commence on the first day of the month following execution of this Agreement and end December 31, 2022.
2. The Village of Oakwood shall have the right to extend this agreement for two (2) additional five (5) year periods upon the same terms and conditions contained herein and for the fees specified herein. In the event the Village of Oakwood desires to exercise its option to extend this Agreement, Oakwood Village agrees to provide Walton Hills with written notice of its intent to exercise its option to extend this Agreement at least ninety (90) days prior to the expiration of the initial term of this Agreement. In the event the Village of Oakwood desires to exercise its second option to extend this Agreement, Oakwood Village agrees to provide Walton Hills with

written notice of its intent to exercise its option to extend this Agreement at least ninety (90) days prior to the expiration of the first option period of this Agreement.

SECTION 2. TERMINATION.

The Village of Walton Hills termination of this agreement shall only be by recommendation of the Safety Director and a 2/3 vote of Council for any of the following reasons:

1. In the event that Oakwood Village is more than thirty (30) days late with any installment payment, Walton Hills may, at its discretion, terminate this Agreement if payment is not made by Oakwood Village within fourteen (14) days of Oakwood Village's receipt of written notice on non-payment from Walton Hills. Walton Hills may also terminate this Agreement with thirty (30) days written notice in the event Oakwood Village has three (3) or more Dispatch Policy violations within any calendar year.

2. Either party to this agreement may terminate it any time by providing one hundred eighty (180) days written notice to the other party of its intention to terminate.

SECTION 3. INDEMNIFICATION.

1. Oakwood Village shall indemnify and hold Walton Hills harmless from any such claim by any resident or non-resident of Oakwood Village or any of its officers, employees, or agents or any third party that results from any act or omission of Oakwood Village or any of its officers, officials or employees. Each party to this agreement shall provide liability insurance in the aggregate amount of at least \$3,000,000.00 and name each other party as an additional insured.

SECTION 4. RIGHTS AND REMEDIES.

1. All rights and remedies provided in this agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or any other remedy available to the Village of Oakwood and the Village of Walton Hills, either at law or in equity.

SECTION 5. RULES AND REGULATIONS.

1. All communications between the parties shall be engaged and conducted in a professional, courteous and productive manner. The police chiefs, or their designee, of each party and the dispatcher coordinator shall meet periodically to review all procedures, conduct, performance and any other issues relating to the dispatch service.

2. Oakwood Village shall abide by all rules and regulations promulgated by Walton Hills from time to time, a copy of which shall be provided to Oakwood Village upon amendment. Walton Hills will consider any and all input provided by Oakwood Village in Walton Hills' development of policies, rules and regulations as is from time to time necessary.

SECTION 6. NOTICES.

1. Notice to the Village of Walton Hills shall be sent to:

Village of Walton Hills 7595 Walton Road

Walton Hills, Ohio 44146
Attn: Police Chief and Mayor.

2. Notice to the Village of Oakwood shall be sent to:

Village of Oakwood
24800 Broadway Avenue
Oakwood Village, Ohio 44146
Attn: Police Chief and Mayor

SECTION 7. CONSTRUCTION OF AGREEMENT.

1. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context of this Agreement or any section or provision herein may require, the same as if such words were fully and properly written in number and gender. The headings of sections and paragraphs to the extent used herein are used for the reference only and in no way define, limit or describe the scope or intent of any provisions hereof. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument. This instrument constitutes the entire agreement of the parties on the subject matter hereof and shall not be deemed amended except by a writing signed by all the parties hereto.

IN WITNESSES WHEREOF, the parties hereto have set their respective hands hereto, upon appropriate authorization, including Resolution No. ²⁰¹⁸~~19~~ adopted 12/19/17 by the Village of Walton Hills, and Ordinance _____ adopted _____ by the Village of Oakwood on the dates so indicated.

THE VILLAGE OF WALTON HILLS

By: Kevin Hurst
Kevin Hurst, Mayor/Safety
Director, Village of Walton Hills

Approved:

Director of Law
Village of Walton Hills

THE VILLAGE OF OAKWOOD

By: _____
Mayor Gary V. Gottschalk, Mayor
Village of Oakwood

Approved:

Director of Law, Village of Oakwood

VILLAGE OF WALTON HILLS, OHIO

RESOLUTION NO. 2017-30

INTRODUCED BY COUNCILPERSON Terlosky

A RESOLUTION EXPRESSING THE INTENT OF THE VILLAGE OF WALTON HILLS TO USE THE INCOME TAX COLLECTIONS FROM THE OAKWOOD VILLAGE FIRE PERSONNEL WORKING IN THE VILLAGE OF WALTON HILLS TO BE DESIGNATED AND ALLOCATED TO PROVIDE SAFETY EQUIPMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Walton Hills, Ohio desires to express its intents to use the income taxes collected from the Oakwood Village fire personnel working in the Village of the Walton Hills for safety equipment for the fire personnel.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WALTON HILLS, STATE OF OHIO, THAT:

SECTION 1. It is the intent of the Village of Walton Hills to use the income taxes collected each year from the Oakwood Fire personnel to be placed in a special account for safety equipment for the fire personnel.

SECTION 2. The Village of Walton Hills shall deduct \$44,000.00 for payment of previous year's tax collection from the annual costs for fire, rescue and emergency services from Village of Oakwood by March 31, 2018. The funds shall be available for the Village of Oakwood Fire Department on or after June 30, 2017. The annual income taxes collected from the Village of Oakwood's fire personnel shall be available to the Village of Oakwood Fire Department after June 30, 2018 and on the thirtieth day of June each year thereafter.

The Village of Oakwood Fire Department shall provide records to the Village of Walton Hills for the expenditures for fire equipment, prior to payment.

SECTION 3. This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public and in compliance with the law.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the Village of Walton Hills, and for the further reason that fire, rescue and emergency medical service must continue without interruption; wherefore this Resolution shall take effect and be in force upon receiving the affirmative vote of two-thirds (2/3) of the Village Council and signature of the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Kevin Hurst

KEVIN HURST, MAYOR

PASSED: December 19, 2017

ATTEST: K. Iaconis

KATIE IACONIS, FISCAL OFFICER

VILLAGE OF OAKWOOD

VILLAGE OF WALTON HILLS

CHECK DATE:
02/23/18

CHECK NUMBER:
0000063303

CHECK AMOUNT: 45,424.00

INV NUMBER	INV DATE	PO NUMBER	DESCRIPTION	ACCOUNT	AMOUNT
IST QTR	02/23/18	2018000332	DISPATCHING SERVICES	101-1111-52150	22712.00
IST QTR	02/23/18	2018000332	DISPATCHING SERVICES	101-1113-52150	22712.00

SHOULD BE FIRE

NOT NEGOTIABLE

45,424.00
X4
181,696.00

SF4001-L4-2SA

REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422

C7GWJ00010000

L05SF011181



VILLAGE OF OAKWOOD
24800 BROADWAY
OAKWOOD VILLAGE, OHIO 44146
(440) 232-9988

CHECK NO.
0000063303
DATE
02/23/18



No. 063303

PAY

FORTY FIVE THOUSAND FOUR HUNDRED TWENTY FOUR AND----- 00/100 DOLLARS

TO THE
ORDER OF:

VILLAGE OF WALTON HILLS
7595 WALTON ROAD
WALTON HILLS OH 44146

Brian Thompson
[Signature]
VOID AFTER 60 DAYS

00633030 0041000153 01668324020

VILLAGE OF OAKWOOD

VILLAGE OF WALTON HILLS

CHECK DATE:

04/05/18

CHECK NUMBER:

0000063496

CHECK AMOUNT:

45,424.00

INV NUMBER	INV DATE	PO NUMBER	DESCRIPTION	ACCOUNT	AMOUNT
	03/28/18	2018000533	DISPATCHING SERVICES	101-1111-52150	22712.00
	03/28/18	2018000533	DISPATCHING SERVICES	101-1113-52150	22712.00

NOT NEGOTIABLE

SF4001-L4-25A

REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422

C7GWJ00010000

L055F011181



VILLAGE OF OAKWOOD

24800 BROADWAY
OAKWOOD VILLAGE, OHIO 44146
(440) 232-9988

CHECK NO.

0000063496



6-15-410

DATE

04/05/18

No.

063496

AMOUNT

*****45424.00

PAY

FORTY FIVE THOUSAND FOUR HUNDRED TWENTY FOUR AND ----- 00/100 DOLLARS

TO THE
ORDER OF:

VILLAGE OF WALTON HILLS
7595 WALTON ROAD
WALTON HILLS OH 44146

Brian J. Thompson
Kevin J. Smith
VOID AFTER 60 DAYS

⑈063496⑈ ⑆041000153⑆ 01668324020⑈

VILLAGE OF OAKWOOD

VILLAGE OF WALTON HILLS

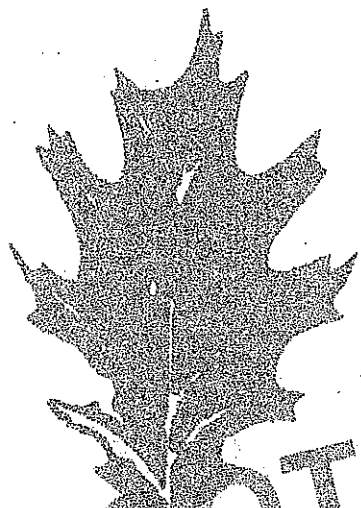
CHECK DATE:
06/20/18

CHECK NUMBER:
0000063884

CHECK AMOUNT: 45,424.00

INV NUMBER	INV DATE	PO NUMBER	DESCRIPTION	ACCOUNT	AMOUNT
2018 3QTR	06/19/18	2018000968	DISPATCH SERVICES	101-1111-52150	22712.00
2018 3QTR	06/19/18	2018000968	DISPATCH SERVICES	101-1113-52121	22712.00

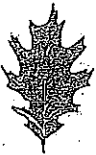
NOT NEGOTIABLE



SF4001-L4-2SA

REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422

C7GWJ00010000 L055F011181



VILLAGE OF OAKWOOD
24800 BROADWAY
OAKWOOD VILLAGE, OHIO 44146
(440) 232-9988

CHECK NO.
0000063884
DATE
06/20/18

Huntington
Banks
6-15-410

No. 063884

PAY

FORTY FIVE THOUSAND FOUR HUNDRED TWENTY FOUR AND 00/100 DOLLARS

TO THE
ORDER OF:

VILLAGE OF WALTON HILLS
7595 WALTON ROAD
WALTON HILLS OH 44146

Brian L Thompson
[Signature]
VOID AFTER 60 DAYS

⑈063884⑈ ⑆041000153⑆ 01668324020⑈

VILLAGE OF OAKWOOD

VILLAGE OF WALTON HILLS

CHECK DATE:

10/16/18

CHECK NUMBER:

0000064440

CHECK AMOUNT:

45,424.00

INV NUMBER INV DATE PO NUMBER DESCRIPTION
3RD QTR 18 10/16/18 2018001539 DISPATCHING

ACCOUNT

101-1111-52150

AMOUNT

45424.00

NOT NEGOTIABLE

NOT NEGOTIABLE

SF4001-L4-2SA

REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422

C7GWJ00010000

L05SF011161



VILLAGE OF OAKWOOD

24800 BROADWAY
OAKWOOD VILLAGE, OHIO 44146
(440) 232-9988

CHECK NO.
0000064440



No. 064440

DATE
10/16/18

6-15-410

AMOUNT
\$*****45424.00

PAY

FORTY FIVE THOUSAND FOUR HUNDRED TWENTY FOUR AND 00/100 DOLLARS

TO THE
ORDER OF:

VILLAGE OF WALTON HILLS
7595 WALTON ROAD
WALTON HILLS OH 44146

Brian Thompson
[Signature]
VOID AFTER 60 DAYS

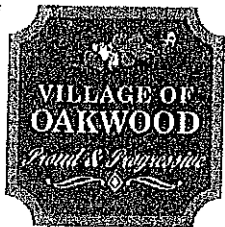
0000064440 0000000000 0000000000 0000000000

Village of Walton Hills
Oakwood Tax (Payroll Withholding)
12/6/2017 12:11

<u>Month</u>	<u>Year</u>	<u>Days</u>	<u>EMS Staff</u>	<u>Daily Hours</u>	<u>Monthly Hours</u>	<u>Hourly Rate</u>	<u>Monthly Wages</u>	<u>Tax Rate</u>	<u>Taxes Due</u>
July	2012	31	2	24	1,488	\$18.00	\$26,784.00	2.00%	\$535.68
August	2012	31	2	24	1,488	\$18.00	\$26,784.00	2.00%	\$535.68
September	2012	30	2	24	1,440	\$18.00	\$25,920.00	2.00%	\$518.40
October	2012	31	2	24	1,488	\$18.00	\$26,784.00	2.00%	\$535.68
November	2012	30	2	24	1,440	\$18.00	\$25,920.00	2.00%	\$518.40
December	2012	31	2	24	1,488	\$18.00	\$26,784.00	2.00%	\$535.68
January	2013	31	2	24	1,488	\$18.00	\$26,784.00	2.00%	\$535.68
February	2013	28	2	24	1,344	\$18.00	\$24,192.00	2.00%	\$483.84
March	2013	31	2	24	1,488	\$18.00	\$26,784.00	2.00%	\$535.68
April	2013	30	2	24	1,440	\$18.00	\$25,920.00	2.00%	\$518.40
May	2013	31	2	24	1,488	\$18.00	\$26,784.00	2.00%	\$535.68
June	2013	30	2	24	1,440	\$18.00	\$25,920.00	2.00%	\$518.40
July	2013	31	2	24	1,488	\$18.00	\$26,784.00	2.50%	\$669.60
August	2013	31	2	24	1,488	\$18.00	\$26,784.00	2.50%	\$669.60
September	2013	30	2	24	1,440	\$18.00	\$25,920.00	2.50%	\$648.00
October	2013	31	2	24	1,488	\$18.00	\$26,784.00	2.50%	\$669.60
November	2013	30	2	24	1,440	\$18.00	\$25,920.00	2.50%	\$648.00
December	2013	31	2	24	1,488	\$18.00	\$26,784.00	2.50%	\$669.60
January	2014	31	2	24	1,488	\$19.00	\$28,272.00	2.50%	\$706.80
February	2014	28	2	24	1,344	\$19.00	\$25,536.00	2.50%	\$638.40
March	2014	31	2	24	1,488	\$19.00	\$28,272.00	2.50%	\$706.80
April	2014	30	2	24	1,440	\$19.00	\$27,360.00	2.50%	\$684.00
May	2014	31	2	24	1,488	\$19.00	\$28,272.00	2.50%	\$706.80
June	2014	30	2	24	1,440	\$19.00	\$27,360.00	2.50%	\$684.00
July	2014	31	2	24	1,488	\$19.00	\$28,272.00	2.50%	\$706.80
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November	2015	30	2	24	1,440	\$19.00	\$27,360.00	2.50%	\$684.00
December	2015	31	2	24	1,488	\$19.00	\$28,272.00	2.50%	\$706.80
January	2016	31	2	24	1,488	\$20.00	\$29,760.00	2.50%	\$744.00
February	2016	29	2	24	1,392	\$20.00	\$27,840.00	2.50%	\$696.00
March	2016	31	2	24	1,488	\$20.00	\$29,760.00	2.50%	\$744.00

<u>Month</u>	<u>Year</u>	<u>Days</u>	<u>EMS Staff</u>	<u>Daily Hours</u>	<u>Monthly Hours</u>	<u>Hourly Rate</u>	<u>Monthly Wages</u>	<u>Tax Rate</u>	<u>Taxes Due</u>
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June	2016	30	2	24	1,440	\$20.00	\$28,800.00	2.50%	\$720.00
July	2016	31	2	24	1,488	\$20.00	\$29,760.00	2.50%	\$744.00
August	2016	31	2	24	1,488	\$20.00	\$29,760.00	2.50%	\$744.00
September	2016	30	2	24	1,440	\$20.00	\$28,800.00	2.50%	\$720.00
October	2016	31	2	24	1,488	\$20.00	\$29,760.00	2.50%	\$744.00
November	2016	30	2	24	1,440	\$20.00	\$28,800.00	2.50%	\$720.00
December	2016	31	2	24	1,488	\$20.00	\$29,760.00	2.50%	\$744.00
January	2017	31	2	24	1,488	\$20.00	\$29,760.00	2.50%	\$744.00
February	2017	28	2	24	1,392	\$20.00	\$27,840.00	2.50%	\$696.00
March	2017	31	2	24	1,488	\$20.00	\$29,760.00	2.50%	\$744.00
April	2017	30	2	24	1,440	\$20.00	\$28,800.00	2.50%	\$720.00
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August	2017	31	2	24	1,488	\$20.00	\$29,760.00	2.50%	\$744.00
September	2017	30	2	24	1,440	\$20.00	\$28,800.00	2.50%	\$720.00
October	2017	31	2	24	1,488	\$20.00	\$29,760.00	2.50%	\$744.00
November	2017	30	2	24	1,488	\$20.00	\$28,800.00	2.50%	\$720.00
December	2017	31	2	24	1,488	\$20.00	\$29,760.00	2.50%	\$744.00

\$44,493.60



VILLAGE OF OAKWOOD

Brian L. Thompson
Finance Director

Division of Fire
And
Emergency Medical Services
24800 Broadway Avenue
Oakwood Village, Ohio 44146

Phone: (440)232-1035

Fax: (440)232-9505

December 18, 2018

Katie Iaconis, Fiscal Officer
Village of Walton Hills
7595 Walton Road
Walton Hills, Ohio 44146
Fax: (440)232-4070

Dear Ms. Iaconis:

This is the memo invoice for Reimbursement of equipment purchases for the Fire EMS services.

The amount spent was as follows:

\$25,376.13 Heart Monitors
\$14,645.00 Turn Out Gear
\$4,325.00 Officer Helmets

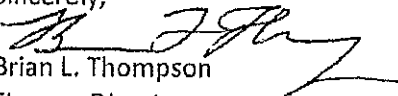
\$44,346.13.

See attached supporting documents.

Please make the check payable to:
Village of Oakwood
24800 Broadway Avenue
Oakwood, Ohio 44146
Attn: Brian Thompson

If you have any questions, feel free to contact me at (440)232-9988 Ext. 102
Thank you in advance for your anticipated cooperation in this matter.

Sincerely,


Brian L. Thompson
Finance Director

VILLAGE OF OAKWOOD

STRYKER FLEX FINANCIAL

CHECK DATE:

10/09/18

CHECK NUMBER:

0000064387

CHECK AMOUNT:

25,376.13

INV NUMBER	INV DATE	PO NUMBER	DESCRIPTION	ACCOUNT	AMOUNT
110217	07/25/18	2018001507	2 LIFEPAK 15 VE HEART	217-1113-55110	25376.13

SF4001-L4-25A

REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422

CJGWJ00810000 L055F011101



VILLAGE OF OAKWOOD
24800 BROADWAY
OAKWOOD VILLAGE, OHIO 44146
(440) 232-9988

CHECK NO.
0000064387



No. 064387

DATE
10/09/18

6-15-410

AMOUNT
\$25376.13

PAY

TWENTY FIVE THOUSAND THREE HUNDRED SEVENTY SIX AND----- 13/100 DOLLARS

TO THE
ORDER OF:

STRYKER FLEX FINANCIAL
25652 NETWORK PLACE
CHICAGO IL 60673-1256

Brian L Thompson
Ken E. ...
VOID AFTER 60 DAYS

⑈064387⑈ ⑆041000153⑆ 01668324020⑈



Welcome:



VILLAGE OF OAKWOOD
200 W. FARMWAY
OAKLAND, ILL. 60451
708/332-9913

0000064387

10/09/18

No. 064387

\$1000025376.13

PAY

TWENTY FIVE THOUSAND THREE HUNDRED SEVENTY SIX AND----- 13/100 DOLLARS

TO THE
ORDER OF

STRYKER FLEX FINANCIAL
25652 NETWORK PLACE
CHICAGO IL 60673-1256

Brand Thompson
[Signature]

VODVA - CHS CASH

0000064387 00410001530 01660324020

700025376137

JPMORGANCHASE BK NA CR TO NMD
101510 >0749099824 PAYEE ALL
22774555 0025052 RTS RSVD
00031664 076 0000000070510617



1901 Romance Road Parkway
Portage, MI 49002

Address Service Requested

Remittance section

Account number: 820481
Contract number: 820-0820481-001
Invoice number: 110217
Invoice date: 07/25/2018
Invoice due date: 08/15/2018
Total due: \$25,376.13

INVOICE

Amount remitted: \$

VILLAGE OF OAKWOOD
ATTN ACCOUNTS PAYABLE
24800 BROADWAY AVE
OAKWOOD VILLAGE OH 44146-6305

Use enclosed envelope and make checks payable to:
Stryker Flex Financial

Send all payments and correspondence to:

Stryker Flex Financial
25652 Network Place
Chicago, IL 60673-1256



0000110217 00000002537613 7

Keep lower portion for your records. Please return upper portion with your payment and reference your contract number(s) on all checks.

Stryker Flex Financial, 25652 Network Place, Chicago, IL 60673-1256

Account name: VILLAGE OF OAKWOOD

Total due: \$25,376.13

Account number: 820481

Contract number: 820-0820481-001

Invoice number: 110217

Invoice date: 07/25/2018

Invoice due date: 08/15/2018

For Customer Service inquiries, please contact us by phone at 888-872-5855 or email us at
Stryker.Finance.Customer.Support@financial-svcs.com

Important Messages

- For electronic invoicing email stryker.finance.customer.support@financial-svcs.com
- Wire: JP Morgan Chase Routing: 021000021 Account: 870510617 Ref: 820-0820481-001
- ACH: JP Morgan Chase Routing: 071000013 Account: 870510617 Ref: 820-0820481-001

Contract number	Description	Due Date	Amount Due	Tax Due	Total
820-0820481-001	Equipment PO: 2017001627				
	Payment Due	08/15/2018	\$25,376.13		\$25,376.13
	Contract Sub-Total				\$25,376.13

Total Due	\$25,376.13	\$0.00	\$25,376.13
-----------	-------------	--------	-------------

VILLAGE OF OAKWOOD

FIRE FORCE INC.

CHECK DATE:

10/03/18

CHECK NUMBER:

0000064311

CHECK AMOUNT:

26,720.00

INV NUMBER	INV DATE	PO NUMBER	DESCRIPTION	ACCOUNT	AMOUNT
180906013	09/06/18	2018001378	TURN OUT GEAR	217-1113-55210	14645.00
18-0906013	09/06/18	2018001379	TURN OUT GEAR	217-1113-55110	6545.00
180906014	09/06/18	2018001380	OFFICER HELMUTS	217-1113-55110	4325.00
180906007	09/06/18	2018001381	FIRE BOOTS	101-1113-52150	1205.00

SF4001-L4-25A

REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422

CTQWJ00010000 L055F011181



VILLAGE OF OAKWOOD
24800 BROADWAY
OAKWOOD VILLAGE, OHIO 44146
(440) 232-9988

CHECK NO.
0000064311

DATE
10/03/18



6-15-410

No. 064311

AMOUNT
\$*****26720.00

PAY

TWENTY SIX THOUSAND SEVEN HUNDRED TWENTY AND----- 00/100 DOLLARS

TO THE
ORDER OF:

FIRE FORCE INC.
POST OFFICE BOX 552
COLUMBIANA OH 44408

Brian Thompson
Henry [Signature]
VOID AFTER 60 DAYS

⑈064311⑈ ⑆041000153⑆ 01668324020⑈



FIRE FORCE INC.

TWO LOCATIONS:

OH

PO Box 552, Columbiana OH 44408
P. 330.482.9300 F. 330.482.9325

PA

779 Pittsburgh Rd., Butler PA 16002
P. 724.586.6577 F. 724.586.2467

INVOICE

Invoice Number: 18-0906014OH

Invoice Date: Sep 6, 2018

Page: 1

Bill To:

OAKWOOD FIRE DEPT
24800 BROADWAY RD
OAKWOOD VILLAGE, OH 44146

Ship to:

OAKWOOD FIRE DEPT
24800 BROADWAY RD
OAKWOOD VILLAGE, OH 44146

Customer ID	Customer PO	Payment Terms	
OAKWOOD FIRE DEPT		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		9/16/18

Quantity	Item	Description	Unit Price	Amount
7.00	MISC PARTS	G5A HELMETS	469.00	3,283.00
7.00	MISC PARTS	BOURKES WITH HARDWARE	59.00	413.00
7.00	MISC PARTS	CHIN STTRAPS	35.00	245.00
3.00	MISC PARTS	LIME TETRA	16.00	48.00
7.00	MSA	LIME TETRA	48.00	336.00
Subtotal				4,325.00
Sales Tax				
Total Invoice Amount				4,325.00
Payment/Credit Applied				
TOTAL				4,325.00

Total No. of Items on invoice:
31.00

www.fforce.com

TERMS: A 1.5% per month (18% annual) penalty will be added on past due amounts. \$1.00 per month minimum. All legal and collection fees will be debtors responsibility. 20% restocking fees for all returned items.



FIRE FORCE INC.

TWO LOCATIONS:

OH

PO Box 552, Columbiana OH 44408
P. 330.482.9300 F. 330.482.9325

PA

779 Pittsburgh Rd., Butler PA 16002
P. 724.586.6577 F. 724.586.2467

INVOICE

Invoice Number: 18-0906007OH

Invoice Date: Sep 6, 2018

Page: 1

Bill To:

OAKWOOD FIRE DEPT
24800 BROADWAY RD
OAKWOOD VILLAGE, OH 44146

Ship to:

OAKWOOD FIRE DEPT
24800 BROADWAY RD
OAKWOOD VILLAGE, OH 44146

Customer ID	Customer PO	Payment Terms	
OAKWOOD FIRE DEPT		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		9/16/18

Quantity	Item	Description	Unit Price	Amount
4.00	MISC PARTS	LEATHER FIRE BOOTS 804-6373	290.00	1,160.00
1.00	MISC PARTS	FREIGHT	45.00	45.00

Total No. of items on invoice:
5.00

Subtotal	1,205.00
Sales Tax	
Total Invoice Amount	1,205.00
Payment/Credit Applied	
TOTAL	1,205.00

www.fforce.com

TERMS: A 1.5% per month (18% annual) penalty will be added on past due amounts. \$1.00 per month minimum. All legal and collection fees will be debtors responsibility. 20% restocking fees for all returned items.



FIRE FORCE INC.

INVOICE

TWO LOCATIONS:

OH PO Box 552, Columbiana OH 44408
P. 330.482.9300 F. 330.482.9325

PA 779 Pittsburgh Rd., Butler PA 16002
P. 724.586.6577 F. 724.586.2467

Invoice Number: 18-0906013OH

Invoice Date: Sep 6, 2018

Page: 1

Bill To:
OAKWOOD FIRE DEPT 24800 BROADWAY RD OAKWOOD VILLAGE, OH 44146

Ship to:
OAKWOOD FIRE DEPT 24800 BROADWAY RD OAKWOOD VILLAGE, OH 44146

Customer ID	Customer PO	Payment Terms	
OAKWOOD FIRE DEPT		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		9/16/18

Quantity	Item	Description	Unit Price	Amount
10.00	MISC PARTS	TECGEN 71 GEAR	2,119.00	21,190.00
<p>2 PO'S</p> <p>18-1379 = 6545.00</p> <p>18-1379 = 14645.00</p> <p>1379</p>				

Total No. of Items on Invoice:
10.00

Subtotal	21,190.00
Sales Tax	
Total Invoice Amount	21,190.00
Payment/Credit Applied	
TOTAL	21,190.00

9645.

www.fforce.com

TERMS: A 1.5% per month (18% annual) penalty will be added on past due amounts. \$1.00 per month minimum. All legal and collection fees will be debtors responsibility. 20% restocking fees for all returned items.

VILLAGE OF OAKWOOD

INCOME	EXPENSES
\$95,336.75	39911

04/05/2018

Quantity	Unit	Item Description	Unit Price	Subtotal
1.00		Fire Services-2nd Quarter	\$139,336.75	\$139,336.75
-1.00		Tax Collection Payment Res 2017-30	\$44,000.00	-\$44,000.00

Account Code	Type	Amount
1000-120-640-0000	PO 283-2018	\$95,336.75

RESOLUTION NO. 2022-65

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT WITH THE SAFETY
COMPANY, LLC, FOR THE PROVISION OF A JOB
RETENTION GRANT AND DECLARING AN EMERGENCY**

WHEREAS, The Safety Company, LLC dba MTech, has approached the Village of Oakwood to explore some form of economic assistance so they may continue their operations within the Village of Oakwood; and

WHEREAS, in lieu of any form of real estate tax abatement, The Safety Company, LLC, has solicited a Job Retention Grant from the Village of Oakwood; and

WHEREAS, the Economic Development Committee of the Village of Oakwood has investigated this matter and has recommended the approval of this grant to Village Council.

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 Retention 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 non-tax 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 retention of job opportunities and tax revenues for the Village 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: _____

Johnnie A. Warren, President of Council

Christine Morgan, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor Gary V. Gottschalk

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2022-65 was duly and regularly passed by this Council at the meeting held on the _____ day of _____ 2022.

Christine Morgan, Clerk of Council

POSTING CERTIFICATE

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2022-65 was duly posted on the _____ day of _____, 2022, and will remain posted as provided in the Charter of the Village of Oakwood.

Christine Morgan, Clerk of Council

DATE: _____

JOB RETENTION GRANT AGREEMENT

This agreement made and entered into this _____ day of _____, 2022, 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 The Safety Company, LLC dba MTech, an Ohio corporation, with its main offices located at 7401 First Place, Oakwood Village, Ohio 44146 (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 extending its lease at certain facilities located at 7401 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, the Village of Oakwood is desirous of providing the Company with incentives available for the development of the Project; and

WHEREAS, the Economic Development Committee of the Village of Oakwood has investigated this matter and has recommended the same to Oakwood Village Council 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 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 extend its lease for a period of two (2) years beyond its current expiration date of January 1, 2023 for certain facilities located at 7401 First Place, Oakwood Village, Ohio, 44146 consisting of 10,900 sq. ft. for the location of its operations. The Company is engaged in the business of providing sewer, safety and street cleaning equipment and safety training and consulting throughout Ohio and Michigan.

2. Job Creation and Retention.

- A. The Company shall remain in the Village of Oakwood and maintain a minimum annual payroll of \$500,000.00 which amount is subject to the imposition of the Village's municipal income tax.

3. Issuance of Grant.

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

1)	<u>Years</u>	<u>Amount of Grant as a Percentage of Payroll Taxes</u>
	2	Fifty percent (50%) if the annual payroll is \$875,000.00 or more for each year the grant is in effect; Thirty-five percent (35%) if the annual payroll is less than \$875,000.00 but equal to or greater than \$500,000.00; or 0% if the annual payroll is less than \$500,000.00 for each year the grant is in effect.

Funding for the grant issued herein shall only be from the following non-tax revenue sources; interest income, permit fees, activity fees, service charges, activity fees, tax incentive application and monitoring fees and any other non-tax revenues.

- B. To receive a grant in any given year, the Company must make written application to the Village through the Mayor for such grant 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 grant 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 grant based upon compliance by the Company of the criteria set forth in this Agreement. This application must be made no later than April 1st of any year for which a grant is in effect.

5. Grant Payments.

- A. Initial Grant Payment.

- 1) Payroll levels as provided herein must be met by December 31, 2022. The initial grant payment shall be made by June 30, 2023 (the following year), provided that the Company files its Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28, 2023.

- B. Timing of Annual Grant Payments. Annual grant payments shall be made by June 30 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 extension.

6. 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.
7. 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 filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the 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.
8. 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. 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.
9. 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, 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.
10. Termination of Grant.
 - A 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.

- B 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.
 - C 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:
 - 1) The Company vacates the leased premises located at 7401 First Place and moves the Project out of the Village of Oakwood or terminates its operations at the leased premises altogether during a two (2) year period beginning on the effective date of this Agreement.
 - D 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.
11. 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: James A. Climer
Director of Law - Village of Oakwood
34305 Solon Rd., Ste. 100
Solon, OH 44139
440.249.7906 x 137
jclimer@mrrlaw.com

If to the Company to: The Safety Company, LLC.
7401 First Place
Oakwood Village, Ohio 44146

12. 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.

WITNESSED BY:

VILLAGE OF OAKWOOD

By: _____
Gary V. Gottschalk, Mayor
Village of Oakwood

WITNESSED BY:

The Safety Company, LLC

WITNESSED BY:

By: _____
Chris Cira, Managing Member
The Safety Company, LLC

WITNESSED BY:

Approved as to legal form:

James A. Climer, Director of Law
Village of Oakwood

This Agreement has been authorized by Resolution No. 2022-65, adopted the _____ day
of _____, 2022.

Christine Morgan, Clerk of Council