

VILLAGE OF OAKWOOD
FINANCE MEETING
MAY 23, 2023
6:00 p.m.
AGENDA

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

| | | | |
|----------------------|---------------------|---------|-------------------|
| Council President | Johnnie A. Warren | Mayor | Gary Gottschalk |
| Council-At-Large | Elaine Y. Gaither | Finance | Brian L. Thompson |
| Ward 1 Councilperson | Chris C. Callender | | |
| Ward 2 Councilperson | Eloise Hardin | | |
| Ward 3 Councilperson | Paggie Matlock | | |
| Ward 4 Councilperson | Mary Davis | | |
| Ward 5 Councilperson | Candace S. Williams | | |

REVIEW FINANCIALS

4. Adjournment

VILLAGE OF OAKWOOD
COUNCIL MEETING
MAY 23, 2023
7:00 p.m.
AGENDA

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

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

4. MINUTES-
February 14, 2023 Council
March 29, 2023 Special
April 25, 2023 Council
May 9, 2023 Council

5. Clerk Correspondence

6. Departmental Reports

MAYOR-GARY GOTTSCHALK
LAW-JAMES CLIMER
FINANCE-BRIAN THOMPSON
SERVICE-TOM HABA
ENGINEER-ED WREN

FIRE-DAVE TAPP
BUILDING-DANIEL MARINUCCI
HOUSING INSTECTOR-N/A
POLICE-MARK GARRATT
RECREATION-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

2023-14 AN EMERGENCY ORDINANCE APPOINTING DIONNA HAMMETT AS
Introduced 4-25-2023 **ASSISTANT CLERK OF COUNCIL AND SETTING DUTIES FOR SUCH**
by Mayor & **POSITION**
Council as a whole
3rd reading

2023-15 AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN
Introduced 5-23-2023 **AGREEMENT BETWEEN THE VILLAGE OF OAKWOOD AND THE** by
Mayor & **FRATERNAL ORDER OF POLICE, LODGE #67 THROUGH THE END**
Council as a whole **OF THE YEAR 2025 AND DECLARING AN EMERGENCY**
1st Reading

2023-16 A RESOLUTION OF GRATITUDE FOR DEDEDICATED SERVICE OF
Introduced 5-23-2023 **ALFRED GRANT TO THE VILLAGE OAKWOOD**
Mayor & Council as a whole
1st Reading

9. Adjournment

**VILLAGE OF OAKWOOD
WORK SESSION
AGENDA
MAY 23, 2023**

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

Legislation: Fiscal Officers Certificate Present

| | |
|------------------------|--------|
| Municipal Complex | Hardin |
| Disaster Recovery Plan | Hardin |
| Human Resources | Hardin |
| Five Year Plan | Hardin |

5. Matters Deemed Appropriate
6. Adjournment

VILLAGE OF OAKWOOD
COUNCIL MEETING MINUTES
2023-02-14

ATTENDANCE

Johnnie Warren, President
Elaine Gaither-At-Large
Eloise Hardin, Ward 2
Paggie Matlock, Ward 3
Mary Davis, Ward 4*
Candace Williams, Ward 5*

Jim Climer, Law
Mark Garratt, Police
David Tapp, Fire
Ed Hren, Engineer

ABSENT

Chris Callender, Ward 1

Gary Gottschalk, Mayor
Brian Thompson, Finance

*= Arrived after roll call

Warren opened meeting at 7:05p

Motion to approve minutes of 12-21-2022 made by Gaither seconded by Hardin

Yes: Warren, Gaither, Callender, Hardin, Matlock Abstain: Williams

Motion passed

Motion to approve minutes of 1-24-2023 made by Gaither seconded by Matlock

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

Motion passed

Departmental Reports

Fire-Tapp: We have a new reporting system if you want a copy of that let me know. **Hardin** asked for a copy.

Building-Hardin expressed her thanks for work on Somerville. **Marinucci** explained an instance in which he had a phone conversation with an LLC regarding compliance, and he was called a racist. **Climer** mentioned he must use regular mail and make notes.

Service-Haba: Trash will be picked up on Presidents Day. **Hardin** mentioned Somerville. **Haba:** We cold patched areas. **Davis** asked what the policy is for folks who leave garbage cans out for weeks on Hickory. **Haba:** I will stop there again and leave a letter. **Gottschalk:** We put out a letter each spring regarding garbage cans. **Warren:** They should receive a citation. **Hardin** mentioned garbage cans cannot be in the front of the house.

Law-Climer: No report

Police-Garratt: I just sent out a press release regarding Hyundai and Kia 2012-20120 models and offering 'the Club' free to Oakwood residents. **Davis:** Why these vehicles. **Garratt:** They are the easiest to steal.

Mayor: We interviewed the CEO of Thermo Fisher Scientific. Their stock was \$1,000 in 2005 and is now valued at \$20,000. Also, the Vet Center is open for veterans. He showed an 8-minute video on the 'Electric Disco Band'. The Rock and Roll Hall of Fame personnel will be here, hopefully, but if we can't get them, we will get Hotel California. View Ray sold an MRI guided radiation therapy unit to UH Seidman Cancer Center. We have three companies in Oakwood which

are in cancer research and are all expanding here. High tech and medical research personnel must come to work so in Oakwood we have a lot of people working. The County has gone through six Sheriffs. **Davis** asked about Kroger. **Mayor:** Their Chief Technical Officer had personal family issues. We are now meeting with him. **Matlock** spoke about Bedford schools. **Mayor:** We are providing technical education to our students. We focus on what will be in demand in the next 5-10 years. Many of our students have excelled due to our summer programs. Council and Mayor discussed.

Open Floor

Karen Howse 7209 Glenshire: We have young people with families. I have always asked when you plan your concerts, what audience are you trying to attract? I am not criticizing. I feel like generation-x is often missed. **Mayor:** How many cities are doing concerts? I have done this for 25-years. This is what is successful. **Howse:** Jazz is popular as well. **Mayor:** What brings in the money are these types of concerts to the 501C3. I don't get much from Oakwood Village. On Fridays, we will have local entertainment five weeks in a row. Thursdays are the big name musicians which is a big draw. This is what works. **Howse:** The City of Warrensville brings in eclectic bands. We recognize we have options. **Mayor:** That is on Friday nights. Thursday are the national acts. These promote Oakwood. **Howse:** Families are attracted to a community because of the school district. She spoke about our school district. It is challenged by private schools. Public schools get a bad rap. We should bring ideas to the school board with our concerns. As legislators we should promote our district. **Warren:** Cleveland schools are down but its what you get out of it. **Howse:** I am for the trades. Why don't we have a police academy in the summer program? My son benefited by our Police Dept. I pray for our Police, Fire and Service Depts. We pass legislation but there are no attachments. **Climer:** When was that. **Howse:** The last appropriation in 2021 in December. **Climer** will research it. **Howse:** Maybe the attachment wasn't on the website. **Mayor:** I want to make clear; I wasn't putting down the Bedford School System, but the national level. Our new superintendent has been industrious but it is a long road. I am not being critical. **Hardin** asked if the village was going to offer classes. **Mayor:** Yes. It hasn't happened yet. Many jobs will be different in 5-10 years. We need to be creative to enable our students change on a dime to move forward. **Howse** asked about a consortium of Walton Hills, Bedford and Oakwood work together for this. **Mayor:** If this happens, it could work out nicely. Maple Heights has two new school buildings with residents leaving. We can just put together a model and present it to Bedford, then to the County and State to look into it. **Matlock** suggested involving each community within the Bedford district. I would love to see this happen. We have a lot of transient families in our district. **Mayor:** Forty percent of Bedford homes are leased. Kids coming in are behind. **Warren:** Homeowners stay in their homes more than renters. **Howse:** You need wrap around support for families. **Hardin:** Hummer was at the Planning meeting. **Mayor:** The Hummer building on Macedonia is requesting putting vans in the back. We want screening. **Hardin:** Several residents wanted to come tonight about Kroger but couldn't. **Mayor:** I have a meeting in early March. **Hardin:** What do we need to enforce zoning ordinances? She asked Warren to have his information available again that he put out about assistance to residents. She asked about increasing fines. **Warren:** We could ask the Building Dept. what their largest issues are. **Climer:** We studied what other cities do for difficult issues especially point of sale inspections. I am happy to speak to Dan Marinucci about that.

Floor Closed

Legislation

2023-1 An amended ordinance authorizing the Mayor to enter into a contract with Carolos Geraldo Gonzales and Sandra Mejia Alcantara to sell Village land designated of records of the Cuyahoga County Fiscal Officer Permanent Parcel 795-04-016 and 795-03-017

Third reading

Williams asked about the property location. Is this large enough to put a road in? **Mayor:** This is undevelopable and there is no access via Grove or Blackburn. **Climer:** We discussed this with Mr. Alcantara to ensure he understood these are not developable lots.

Motion to adopt made by Davis seconded by Matlock
Yes: Warren, Gaither, Hardin, Matlock, Davis, Williams
Motion Passed

2012-03 An ordinance authorizing the Mayor to enter into an agreement with A & S Animal Control and declaring
an emergency
Frist reading

Davis: Is this a pay increase? **Warren:** This is a modest increase. **Garratt:** The last agreement was 2021. This is also for two years.

Motion to suspend made by Hardin seconded by Davis
Yes: Warren, Gaither, Hardin, Matlock, Davis, Williams
Motion passed

Motion to adopt made by Hardin seconded by Gaither
Yes: Warren, Gaither, Hardin, Matlock, Davis, Williams
Motion passed

Williams asked about the NLC and our next meeting. **Warren:** We will hold our first meeting on March 14 with our second meeting on March 21. **Williams:** We haven't passed the full budget yet. **Warren:** The budget will have to be prepared for passage on the 21st. **Williams:** Will we have 2022 closed out? **Warren:** It is closed out. **Williams:** It wasn't when we last met. The numbers weren't in the right places. **Mayor:** You will have that. **Warren:** We can't demand our Finance Director to change numbers. We can't do that. **Williams:** The dollars the Federal government gave are required to be in a specific fund by themselves. **Warren:** As long as that is the case. **Williams:** I would like to see them in the correct place. If not, that has to be corrected. **Howse:** There could have been an executive session to review the audit. **Williams:** At the last meeting it hadn't been completed. I want to make sure his job is done, the year closed out, and monies are where they need to be and if the audit was completed. **Mayor:** You will have that before the 21st. **Warren:** We could have that by the next Council meeting. **Williams:** It will be nice to have those in time to review, not just five days to review. That is a lot of numbers.

Motion to approve moving the March 28th meeting to March 21st YES: Yes: Warren, Gaither, Hardin, Matlock, Davis, Williams

Motion to adjourn made by Hardin seconded by Davis
Yes: Warren, Gaither, Hardin, Matlock, Davis, Williams
Motion passed
Adjourned 8:35pm

Approved _____
Johnnie Warren, Council President

Interim Clerk of Council Debra Hladky

VILLAGE OF OAKWOOD
SPECIAL COUNCIL MEETING MINUTES
2023-03-29

ATTENDANCE

Johnnie Warren, President
Elaine Gaither-At-Large
Chris Callender, Ward 1*
Eloise Hardin, Ward 2
Paggie Matlock, Ward 3
Mary Davis, Ward 4
Candace Williams, Ward 5

Brian Thompson, Finance
Jim Climer, Law

ABSENT

Gary Gottschalk, Mayor
Mark Garratt, Police
Dave Tapp, Fire

Carlean Perez, Recreation
Dan Marinucci, Building

Ed Hren, Engineering
Tom Haba, Service

Meeting opened at 6:05pm
Pledge of Allegiance

Warren deferred Council meeting minutes to the next meeting.

Motion to adjourn to executive session for the appointment, employment of a public employee or official made by Matlock seconded by Davis YES VOTE: Warren, Gaither, Hardin, Matlock, Davis, Williams. Motion carried

Adjourned to executive session at 6:08pm

Motion to reconvene Council meeting made by Hardin seconded by Davis
YES VOTE: Warren, Gaither, Hardin, Matlock, Davis, Williams. Motion carried.
Reconvened at 7:04 p

2023-8 AN EMERGENCY ORDINANCE TO MAKE APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF OAKWOOD, OHIO FOR THE YEAR 2023.

Motion to suspend made by Hardin seconded by Callender

Davis: I thought we were taking \$66,000 out of Recreation. **Thompson** explained he put the exhibit in summary form. The mayor reduced his budget by \$21,000. In order to reduce the Recreation budget, the transfer will be reduced by that amount. Note: I included the projected revenue, beginning balance, and total projected revenue with the proposed expenditures. This puts us at \$419,000 for an unincumbered balance. I don't have a rainy-day fund or capital. I would like to go into depth about bond counsel to come back in 30-60 days to discuss the ramifications. **Warren** agreed. **Davis:** No revisions will be done? **Thompson:** Correct.

YES VOTE: Warren, Gaither, Callender, Hardin, Matlock, Davis,
Williams asked what we are doing? Warren: The 2023 budget.

Motion to adopt made by Davis seconded by Hardin

YES VOTE: Warren, Gaither, Callender, Hardin, Matlock, Davis. No: Williams
Motion carried

2023-9 A RESOLUTION DECLARING THE MONTH OF APRIL AS CHILD ABUSE PREVENTION MONTH

Motion to suspend made by Davis seconded by Callender.

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

Davis asked if that should be on the billboard. **Hammett:** Yes, we just don't have the pinwheels.

Motion to adopt made by Hardin seconded by Matlock.

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

2023-10 A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE CUYAHOGA COUNTY SOLID WASTE DISTRICT.

Motion to suspend made by Gaither seconded by Hardin

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

Motion to adopt made by Gaither seconded by Hardin

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

2023-11 AN EMERGENCY RESOLUTION URGING CONGRESS AND THE OHIO GENERAL ASSEMBLY TO ENACT LEGISLATION TO FURTHER PROTECT THE CITIZENS OF THE VILLAGE OF OAKWOOD FROM THE INHERENT DANGERS OF A TRAIN DERAILMENT ON THE TRACKS LOCATED IN OUR VILLAGE AND URGING CONGRESS TO PASS SENATE BILL 576, THE RAILWAY SAFETY ACT OF 2023.

Davis: The Governor already passed this resolution.

Motion to suspend made by Hardin seconded by Davis

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

Motion to adopt made by Hardin seconded by Callender

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

2023-12 A RESOLUTION AUTHORIZING THE APPROPRIATION OF \$1,000 TO FUND THE 2023 HELICOPTER EASTER EGG DROP, AND DECLARING AN EMERGENCY

Davis asked why we have to pass a resolution. **Hammett:** This is in the amount we already included in the budget.

Williams: The State Auditors stated we have to pass this to approve the expenditure. What are the details of this?

Thompson: I go to the bank to get the funds. **Hammett:** The Mayor will put the money in the safe. Papers will be in the eggs and Carlean will give out the money to those who have the special eggs. The paper will have printed on it \$1 or \$5.

Williams asked about invitations. **Hammett:** The church is allowed to invite its members as well as having residents participate. **Hardin:** We are giving out \$1,000? **Hammett:** Yes. **Hardin** asked the amount for the helicopter. **Hammett:** It was \$1,500 but is \$1,300. We are giving out Easter bags with Malley's chocolates in them. **Hardin** asked how much was spent on that. **Hammett:** I believe \$500 on candy. We also pick up candy at Sam's Club which amounted to \$300. We do that for Halloween too. **Hardin** asked if all the eggs are picked up. **Hammett:** Yes, but if we have money left over, we give it to Brian who takes it back to the bank.

Motion to suspend made by Callender...

Hardin asked about the audit. **Williams:** The Auditors asked for a separate ordinance because of the cash. **Hardin:** Is there a problem with inviting the church? **Thompson:** That isn't a problem, it was just the cash which should have formal legislation, so Council is involved. **Williams** mentioned a paper trail. **Hardin:** There are no issues since it was advertised at the church and not other churches. **Thompson:** There was no issue with the church involved. **Williams:** It has to have its own resolution and appropriation because it is cash. **Thompson:** The Mayor reviewed this in his budget with exhibits. Seconded by Gaither

YES VOTE: Warren, Gaither, Callender, Matlock, Davis, Williams NO: Hardin

Motion to adopt made by Hardin seconded by Callender

YES VOTE: Warren, Gaither, Callender, Matlock, Davis, Williams NO: Hardin

Motion passed

Davis: I thought we were going to have all these things on this agenda. **Hardin:** It was publicized properly, right?

Warren: I made sure of that.

Williams: How quickly can you change your report for us to separate out Fire salaries from the rest of their budget.

Thompson: The top four-five lines in the report are salaries. **Williams** asked about further separation. **Thompson** explained the reports. **Williams:** Are salaries the first four items? **Thompson:** Yes. Is the report not showing enough detail? **Williams:** It is detailed right? **Thompson:** Yes. **Williams:** This is important for our meetings. We don't get all the other reports. As a summary, can you create a line which shows salaries separate from the other line items in the budget in the snapshot. **Thompson:** I can do that. **Williams** asked for 2020, 2021, and 2022 salary for the Fire Chief, Interim Fire Chief, Assistant Fire Chief and the remainder of Fire budget. **Thompson:** Ok, noted.

Motion to adjourn made by Davis seconded by Hardin

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

Adjourned at 7:25p

Approved _____

Debra L: Hladky, Interim Clerk

Johnnie Warren, Council President

VILLAGE OF OAKWOOD
COUNCIL MEETING MINUTES
2023-04-25

ATTENDANCE

Johnnie Warren, President
Elaine Gaither-At-Large
Mary Davis, Ward 4
Candace Williams, Ward 5

Gary Gottschalk, Mayor
Jim Climer, Law
Tom Haba, Service
Brian Dirocco, Fire (Acting Asst Chief)
Mark Garratt, Police
Dan Marinucci, Building

ABSENT

Chris Callender, Ward 1
Eloise Hardin, Ward 2
Paggie Matlock, Ward 3
Carlean Perez, Recreation

Brian Thompson, Finance
Ed Hren, Engineering

Meeting opened at 7:22pm
Pledge of Allegiance

Motion to approve minutes of February 28, 2023 Finance meeting made by Davis seconded by Gaither
VOTE YES: Warren, Gaither, Davis, Williams

Motion to approve minutes of February 28, 2023 Council meeting made by Gaither seconded by Davis
VOTE YES: Warren, Gaither, Davis, Williams

Motion to approve minutes of March 14, 2023 Council meeting made by Davis seconded by Gaither
VOTE YES: Warren, Gaither, Davis, Williams

Motion to approve minutes of March 21, 2023 Finance meeting made by Gaither seconded by Davis
VOTE YES: Warren, Gaither, Davis, Williams

Motion to approve minutes of March 21, 2023 Council meeting made by Davis seconded by Gaither
VOTE YES: Warren, Gaither, Davis, Williams

Departmental Reports

Fire-Dirocco: We have been busy working with some of the businesses doing renovations. We have done inspections. University Hospitals are now using our Fire Department as a host site for monthly meetings. **Williams** asked his position. **Dirocco:** I am Captain but am currently acting Assistant Fire Chief. **Williams:** How long have you been in that office. **Dirocco:** I have been Captain for six years but acting Assistant Chief as of last March. **Williams:** Are there other assistant chiefs? **Dirocco:** There is one other in that role as well, Chris Manzo. **Williams:** Are there other captains? **Dirocco:** None other than the two of us. **Williams:** So, there are no captains right now but two assistant chiefs. **Dirocco:** Correct. **Williams:** Is there a pay increase? **Dirocco:** No. **Williams:** Who is the Fire Chief right now, **Dirocco:** Jim Schade. The acting chief is Dave Tapp. **Williams:** What was the acting fire chief before he filled that role. **Dirocco:** He is Assistant Chief. **Williams:** He is still the assistant. **Dirocco:** Yes. **Williams:** He is assistant and acting chief. **Dirocco:** Correct. **Williams:**

Have there been discussions about pay increases? **Dirocco:** When things get finalized, there may be a pay increase. **Williams:** I asked for information I haven't received. There are two fire chiefs. **Dirocco:** Only one chief. **Williams:** There is technically two acting fire chiefs, **Dirocco:** Yes. **Williams:** There are technically two captains but no acting captains. **Dirocco:** Yes. **Williams:** This structure has been for 13 months. **Dirocco:** Correct. **Williams:** Thank you. **Davis** asked why there are two assistants. **Dirocco:** We have always had one but when Dave Tapp took the role as acting chief, his thought was, it was adequate when we had 30 personnel. We now have 70 personnel in the Fire Dept. We grew a lot when we took on Walton Hills and Glenwillow. He realized since these are part-time positions, we needed continuity to make sure a chief officer is on shift every day. **Davis:** So you work alternate days. **Mayor:** Remember they have full time positions elsewhere. We have to have the coverage. Fifteen years ago, most of our Fire Dept were EMT certified. Now they are all paramedics which means they can perform drug therapy. By picking up Walton Hills from Bedford and Glenwillow from Solon, it is amazing they came to Oakwood. Now, UH wants to use Oakwood as their hub for training. We have to give kudos to our Fire Dept. for the high level of performance they have here. **Williams:** I understand to make sure there is an acting person in the roll, I noticed the acting fire chief signed off as the fire chief. Is that because Jim Schade is not acting daily in that role? **Dirocco:** I don't know why. **Williams:** Can anyone describe why we have different acting people in these roles? Does the department require one fire chief, one assistant? **Dirocco:** There are structures in our codified ordinances; one chief, one assistant, two captains, eight lieutenants, and firefighter-paramedics up to 70 personnel. **Warren:** There has been no request for an executive session to discuss Fire Department. **Williams:** That isn't true. However, Many... **Warren:** Council... **Williams:** Let me make sure I am clear. We are supposed to have one chief, one assistant and two captains but we have two captains, three acting or assistant chiefs and two acting fire chiefs. **Dirocco:** We have one sworn in Chief, one Assistant Chief, and two sworn in Captains and one Lieutenant. We have been acting as assistant chief Dave Tapp. **Williams:** Not sworn. Thank you. I am requesting an executive session because it seems to me if we have this many chiefs acting, it affects the budget in some way, if it doesn't, I am wondering why we have people acting in roles they are not being compensated and where our Fire Chief is if this has been going on for 13 months. I request an executive session. **Warren:** We can move forward to discuss that. **Williams:** I would like the information I requested on March 31st and you reached out to me on April 10th stating it will be about two weeks. That would have been April 24th. **Thompson:** We are compiling it. You reached out for older information we had to gather in our prior financial system, which takes time. I am looking to replace two positions in the finance department. Logistically I am doing all those roles right now. It will remain status quo as to relates to compilation of salaries and other information. **Williams:** Why will it remain status quo when I requested it be separated out. **Thompson:** The poll of the majority of Council, the format it is in, and the way it is submitted. **Williams:** When you discussed it, when I was not present? **Thompson:** It is how it is presented in the Finance Committee meeting and the format. You may not have been attendance at some of the meetings. **Williams:** Since I requested it be separated out. **Thompson:** We haven't had a meeting. The information I provide does separate the salaries and operating expenses. **Williams:** Side by side, **Thompson:** You can see them by line item with operating expenses. **Williams:** So you are not going to separate them out, side by side in the actual report, I want to make sure you go over that when we do finance. **Thompson:** We can discuss that, **Williams:** I requested year end salaries for 2018, 2019 and 2020, 2021 and 2022. How do you record information that is taking you so long to give me year end information. **Thompson:** We bought a new financial system and the 2018-2020 information is in the older system. We are in the process and hope to get it completed soon. **Williams:** So, those years are in a prior system. You don't have access to those years. **Thompson:** We do but we have to put in a support ticket to get the information. **Williams:** You haven't done that. **Thompson:** We have. **Williams:** You have access to 2021 and 2022. **Thompson:** Yes. **Williams:** Can you give me those. **Thompson:** We can get that to you, but it will take longer, **Williams:** I want all of it but if you can get me those as soon as you can for those roles. **Thompson:** Ok.

Building-Marinucci: Solar panels are \$60-\$70,000. The engineers are out of Washington DC and Connecticut. The installers are not local either. That is going well. We are getting rental properties registration money in. LLCs are still dominant in Oakwood. We are processing those and holding them to strict standards. We have face-to-face contact with

building official meetings. **Davis** asked the building permit cost for solar panels. **Marinucci**: The total cost is \$60,000 but they complete the form, if it is \$20,000 cost, that will not show the cost of the installation, Some need special drawings. It is a select group that does those.

Service-Haba: We started cleaning the flower beds, the bridges, and sidewalks. We pick up branches after storms. Cambridge residents called us, we took care of their issue. We took care of picking up branches in the Meadows but found out it is the HOA which is responsible so we will no longer do that. **Warren** asked if he has a contact person in the Meadows HOA. **Haba**: I can get that. **Warren**: Also, they address the common area issues.

Finance-Thompson: To recap from a prior meeting, when we make amendments to the budget whether partial or full, we always add attachments when we submit them to Council. **Williams**: You know that isn't correct. **Thompson**: This is true. **Williams**: It was in the minutes, will you let us see this once it is complete, so it was passed without an attachment. **Thompson**: It was present especially for the audit. **Williams**: It was not. The conversation was that legislation was passed without the attachment at that time. That was factual, it was not there. **Thompson**: It was submitted to the body of Council. **Williams**: It may have been submitted to Council but after the fact. Our conversation was... **Thompson**: We gave it to the Council for their review. **Williams**: It was not attached at the time it passed. **Warren**: The legislation as passed that I signed off on had the attachment. **Williams**: When you sign off on it in the meeting, after the fact. **Warren**: After the meeting. **Williams**: When the vote was taken it wasn't attached. I don't know if you went and got it and you had it then but when the vote was taken it wasn't attached, that is a fact. **Warren**: I had the legislation in front of me with all the documents attached when I signed it. **Williams**: That is not a fact. **Warren**: Everyone was reading off it. **Williams**: The minutes state it wasn't present. **Warren**: The legislation presented to me to sign off on the budget, the attachment was attached. **Williams**: To be clear, the conversation was when the legislation was passed, and the vote was taken the minutes showed there was no attachment at the time. After the meeting, it appeared that is one thing. **Warren**: It was attached. **Williams**: The conversation was, and the fact is, when the vote was taken there was no attachment at all. Those are two different things. **Warren**: Again, as I said, we reviewed the legislation, it was amended and when I signed it, the budget was attached. **Williams**: That is different than the conversation from before. **Warren**: It is in the conversation I had. All legislation with the documents attached. We revise legislation especially with budgets, but the attachments sometimes change as requested by the Council. **Williams**: That is different than no attachment at all. We are saying there was no attachment. It shows in the minutes there was no attachment. **Warren**: So, there is no distortion of assumption of the record, the legislation I signed had the attachment with it. **Thompson**: We are diligently looking to fill key positions in finance so just bear with us. **Warren**: We understand you don't have the accounts receivable/accounts payable person, so we have to be patient because we are working understaffed. **Williams** asked what positions he is looking to fill. **Thompson**: Two. **Williams**: What are those two, **Thompson**: Finance Administrator and Accounts Payable/Payroll Assistant. **Williams**: How many interviews have been conducted so far, **Thompson**: We did about six so far. **Williams**: We cancelled our Finance meeting for today. We are supposed to have income coming in toward the end of the year. To not have a finance meeting and miss that, what month have you closed out. **Thompson**: We are closed out up to February. We would have closed out March but without the staffing we haven't been able to do that yet. **Williams**: February has been closed out and we had a meeting at the end of March on the 21st. March isn't closed out. **Thompson**: We are looking to close in March. **Williams**: When will you close March. **Thompson**: I can't say at this time because of the missing staff. One person will come back to partially assist. **Warren**: We usually have the finance meeting at the last meeting of the month, when it is closed, we can review March and April. **Williams**: When March is closed out, I would like to have them and not wait till the end of May, **Thompson**: We provide that in normal operations a week before the meeting. **Williams**: Let me be clear about what I am asking. We have to close out March and then close out April. We typically discuss April the second meeting in May. March would have been done this meeting. **Thompson** Yes. **Williams**: Are you saying we won't have April's report until the end of May. **Thompson**: We will look forward to having March and April at the end of May. **Warren**: The April report typically would be discussed at the end of May. **Williams**: I don't need to be. I would like to have those reports when they are closed out and not wait until

the week before the fourth week in May. **Thompson:** So, you want March reports as soon as they are done. **Warren:** When you do have them, if it is prior to the first meeting in May, we will discuss them then and April reports will be discussed at the second meeting in May. April would have been done not before the second meeting in May. Present it to Council and we will set up a meeting and we will set up another one for the April financials. **Thompson:** Ok.

Law- Climer: No report

Mayoral-Mayor: It has been a busy couple weeks with the grand opening/ribbon cutting ceremony for the Vet Center in Broadway on Friday. The Deputy Chief Officer of the Veteran Counseling Centers of the U.S. from Washington DC, the acting Midwest District Director, Chief of Staff for Ohio Veteran Services, Rolling Thunder who gave a roll call for POW's and MIA's which was very moving, the Bedford VFW color guard, Bedford High School Acapella Choir, elected officials and residents were in attendance for a very moving ceremony. Twenty-two veterans commit suicide every day in the U.S, this is a much-needed service with confidential counseling services provided by the Vet Center here in Oakwood. However, I feel strongly there should be some spiritual enrichment. They are open to having a revivalist and gospel music combined with developing a relationship with Jesus. This will make a much stronger operation. I was pleased to see the Federal government was willing to see this happen. No offering will be taken. Additionally, I had a meeting with the Executive of Cuyahoga County, Chris Ronayne, along with the Economic Development Director, Paul Herdeg, Ohio District 18 Senator, Jerry Cirino, who all came here. We are looking for more grants from the County, State and Federal governments. I will have a report on that in six weeks. We are cautiously optimistic. Today I met with Cat Ohio which Council passed a 49% CRA along with 40% TIF. They are putting in a \$1/2 million expansion creating 25 new jobs. They are interested in purchasing the lot where the I Schuman plant exists if they will not reopen. They would also like to expand the lot with five more acres. I also visited Solfe, IBA Molecular. We will offer them 90% CRA non-school board TIF. That legislation will be before you at the next Council meeting. They make injectables for PET scans. Their operations are in Virginia and California, but they have \$4.5 million expansion here in Oakwood. It will create more jobs. We are a hub for high-tech and medical diagnostic research. Lastly, I'd like to ask those who pray to pray for our Police Chief.

Open Floor Comments

Joseph Commander, Bedford School Incoming Athletic Director: I am coming from South Euclid/Lyndhurst Schools Assistant Athletic Director was my position. I reached out to Ms. Williams and Ms. Davis. Ms. Davis is a former educator. I wanted to introduce myself. Oakwood is one of the main communities of the Bedford Schools. **Warren:** It is a challenge to give all communities within the district equal attention, thank you for being here.

Tony Ramos of NOPEC: I appreciate having a couple moments of your time. Last summer we returned all customers back to the utility and put the aggregation program on pause. We are in the process of getting our recertification to restart the program at the end of March with the first month being June on electric. Residents should have received the opt out letter. Beginning this past Monday, natural gas opt-out letters were sent out. Our electric pricing is extremely competitive. Price to compare will go from 5.8 cents/kwh to 12.2 cents/kwh. We are recommending, do not stay on the standard service offer come June, your bill will go up. Residents can visit Energy Source Ohio to compare apples to apples. NOPEC is a member driven organization for a council of governments. Oakwood is a member community, and you have a say on what happens in NOPEC. Mayor Georgene Welo of South Euclid. She is the Vice Chair of our Board of Directors. If you have questions from residents, please send them to Customer Care which is answered 365 days, 7 days a week. Call volumes are high right now. **Mayor:** We welcome you back. **Ramos:** I will be happy to answer questions. The standard rate is 6.75 cents kwh. We offer 12- and 24-month fixed rates. It doesn't cost the customer anything to move from one product to another within NOPEC for gas and electric. **Warren:** You are cheaper than standard utility companies? **Ramos:** Yes, beginning in June, NOPEC never claims to be the cheapest price in the market. We promise to be in the bottom third of the offerings. You can always offer someone lower than our pricing but check the terms and conditions of the contract. **Williams:** Why do they automatically enroll, why not the other way. **Ramos:** Between 1999

and 2000 the State Legislature instituted aggregation programs. The whole point of aggregation is so your customers can experience lower costs and competitive rates, saving the state money. The states that have opt-out rates have higher participation rates demonstrating more savings over time. The opt-in states have very little customers. This is the state rule, not NOPEC. **Davis:** You mentioned you can stay at the rate for 12 to 24 months? **Ramos:** Everybody starts at the standard offering. We also offer other products and renewal products as well as a variable rate which is typically 6% less. **Davis:** If we don't do anything, we are automatically enrolled for both gas and electric. **Ramos:** Correct. **Haba:** The rates may change in January, but you will publish the upcoming price and you can enroll in that price at that time. **Ramos:** Correct. **Warren:** Can you commit to 12-24 months now? **Ramos:** Correct. Currently the 12-month rate I believe is 6.879 cents and the 24 month is 6.895. If you do that you are significantly below the regular utility offering at 12.2. **Davis:** Will the information be sent out? **Ramos:** You can go online and check the rates at any time. You can also call our customer care and request the fixed price. We have added safeguards and oversight from our regulator to ensure what happened last year doesn't happen again. We have already been aggressive with pricing and have brought in consultant assistance. Think about gas stations, that is just a different segment of the overall energy pricing. Many things come into play regarding your energy costs, weather, regulatory issues, and other things. I have a 10-year-old daughter, I tell her, turn off the light. I gave Council a packet of what we do for your community. Residents who want to shop competitively rather than use the aggregation program, there is a list of questions for residents and answers. These resources are all on our website. We are transparent. We are at www.NOPEC.org go under the community tab and go to your member community tool kit. All this information is available there. If you have a community event, we are happy to come out. Thank you, Mayor and Council.

Open Floor Comments

Karen Howse, Oakwood Village: I wasn't going to say anything today but when I make a statement at a Council meeting, I am careful not to accuse or assert anything. Your minutes support the discussion. The inquiry supports the statement. At the Council meeting of December 2022, the appropriations were presented to Council on second read, and I asked the Clerk of Council for the attachment. She stated she didn't have it yet but that you were still working on it. I asked you about it in your office. You stated, Brian, you were working on it. As a result, Council had a special council meeting. Do you recall? At that time appropriations presented to the Council did not have the attachment. You said you would have it at the next council meeting. When you said it never happened, that you had always supplied it, it is not true. I have no reason to come before the council or residents to make an assumption. The whole purpose in me saying it is, I asked council not to pass anything without the attachment. If the ordinance reads an attachment, the council should make an asserted effort in the decision-making process with it. To imply you always include it, asserts I made this up. I did not. You stated you hadn't finished it yet. I don't appreciate that. I was bringing this to Climer, because he asked, can you provide documentation. You can go to the website and at some point, give it to me. How council can pass a budget without seeing it. I just wanted to say this for the record. I did not say anything that was false. I don't appreciate that. Even back on December 30, 2021, the same action occurred. The council stated if we pass this legislation, will you then provide us the documentation and you said yes. I asked for the documentation then. Why is it every other appropriation has attachment, but this doesn't. I am sure you intended to have it, but I am just saying the council should never pass appropriations without it. It's not that you are doing something dishonest but how do you pass a budget without it. **Warren:** May I ask? **Howse:** Yes. **Warren:** There are numerous adjustments to the attachments during the Finance Committee meetings and hearings. The last one was the documented budget and before we passed the budget, we stated we were taking an additional \$66,000 out of recreation which was an increase from the previous year. The budget was approved, as a matter of record, then Brian had to present the budget in the revised document with the amendments. We then passed it. **Howse:** I am referring to 2021 and 2022 council meetings in which I asked where the attachment is. You stated I wasn't going to pass it because you needed the attachment and the only reason you passed it is because you would have a special meeting. **Warren:** Correct. **Howse:** Are you referring to 2023? **Warren:** I understand. **Howse:** Again, I only came to provide the documentation to support what I said. I do not appreciate the statement you made. You told me to come to you and have a conversation with you. Then tell the council you always

present that. Sometimes things happen that maybe you didn't provide that. I feel like it is in the minutes we had a conversation, you had good intentions, but I have no reason to question what you say. I will not bring something to the council without documentation. That is a serious charge to say you didn't do something then there is no backup for it. I asked for the attachment, and you said you were working on it. **Thompson:** I asked you to come in out of courtesy. We discussed it but I see how this plays out. I have always added numerous hours of information and submitted those exhibits before the meetings, there was a lot of changes in staffing in the Council Clerks office. Whether she had the attachment or not, I did submit it. I never called you out to be a liar. I have been here almost 17 years in the village, passing budgets, staying in the black, providing the council with the information they need. There hasn't been anything different this whole time. I never called you a liar, I always respected you, Ms. House. I will continue to do that and to move forward providing information to council and the residents. It is always there. I will continue to add the exhibits as a formality. These exhibits that have been passed forwarded to the council body have been approved by the state Auditor. I also submit to the County, **Howse:** I... **Thompson:** There are other organizations here in compliance with the whole process, so I am not doing anything hideous, it is the same process I have been doing. I see how this plays out, no disrespect. **Howse:** I... **Warren:** We understand Mrs. House's position. Mrs. Howse you have the floor. **Howse:** Again, I don't know where you see this going, I don't know what that means but I will say this, I asked the council in the future please don't pass without documentation, No you did not ask or invite me to come to your office. After the council meeting, I asked if I could talk to you. You said yes, I will say this, I will never come to council again without making an assertion without documentation. I just didn't appreciate a comment you made that you have always presented attachments. **Thompson:** It is true. **Warren:** Wait a minute. "Gavel". We already know. You said you gave it to the Clerk. We have no verification of that because the clerk is no longer here. **Howse:** We are all sitting here. **Warren:** You are not recognizing (gavel). **Howse:** You didn't just gavel me. You don't say something about. **Warren:** I just did say something to him, and I asked him not to respond and to let.. **Howse:** You didn't just... **Warren:** Mrs. Howse you have the floor. **Howse:** I just... **Warren:** I understand what you said. **Howse:** I just want to be sure I said on record I did not imply that you were doing something to intentionally deceive council. I did not say that. I said where the attachment is, that is what you shared with me, you said you were going to get that to them then Johnnie said he would have a special council meeting. I don't know where that came from, Again, I am not implicating anything I don't have to do that, the minutes speak for themselves. Whether you have been here 17 years or not, that has nothing to do with what I am saying here, as far as the auditors and never had a problem with your audit. I didn't say that. I never said that one time about the auditors. That seems to be something you felt you needed to say. You certainly made the statement that I said that it is in the minutes what I asked for and it is in the minutes what Johnnie said, we are not going to pass the legislation until you do. **Warren:** Thank you very much,

Sharyn Macklin 7473 Oakhill: I am a school board member now. This is very interesting. My husband invented a grill which will put Oakwood on the invention map; 42 American companies are looking at it. Some want to come and see it. **Mayor** asked if she will be at the Oakwood Village concerts. **Warren:** Let me say this if you don't mind. Not until your husband grills us some ribs and chicken will be make that evaluation. **Macklin:** This grill can cook 36 slabs of ribs and 28 whole chickens. You know that is no problem for me. **Gaither** asked her about the grill. **Macklin:** It is a smoker and a grill. I have a video and a commercial will be on tv in 3-4 weeks.

Floor Closed

Legislation

2023-14 An emergency ordinance appointing Dionna Hammett Assistant Clerk of Village Council and setting duties of such position

First reading

Motion to adjourn made by Gaither seconded by Davis

YES VOTE: Warren, Gaither, Davis, Williams

Adjourned at 8:18pm

Approved _____

Debra L Hladky, Interim Clerk of Council

Johnnie Warren, Council President

VILLAGE OF OAKWOOD
COUNCIL MEETING MINUTES
2023-05-09

ATTENDANCE

Johnnie Warren, President
Elaine Gaither-At-Large
Eloise Hardin, Ward 2
Paggie Matlock, Ward 3
Mary Davis, Ward 4
Candace Williams, Ward 5

Gary Gottschalk, Mayor
Jim Climer, Law
Brian Thompson, Finance
Dave Tapp, Fire
Tom Haba, Service
Mark Garratt, Police
Dan Marinucci, Building

ABSENT

Chris Callender, Ward 1
Ed Hren, Engineering

Carlean Perez, Recreation

Meeting opened at 7:03pm

Pledge of Allegiance

Warren: The Village internet is down so the agenda could not be printed. Mr. Callender contacted me; he is unable to attend.

Hardin asked if the minutes of February 14, 2023, could be deferred to the next meeting; I haven't read them.

Departmental Reports

Service-Haba: We sent the letter to Steve regarding a communication of appreciation for Steve at Animal Control. He read the email: "Appreciation & Commendation to Steve @ Animal Control. We would like to send our thanks & appreciation to Steve who stopped to help us when my dad fell in his yard. My Dad is doing fine. The fall did not injure him, but he needed help to stand up & Steve was there to assist. Please let him know that he is an asset to Oakwood Village in the service of its residents when he went above & beyond. He has our gratitude. Please contact my mom, Mildred, to let us know that you received this correspondence. Once again, thank you for the opportunity to contact your office. Regina Hardy, Daughter" **Haba** continued, I called the mother and Steve.

Building-Marinucci: No report. **Hardin:** I asked the Building Inspector if I could meet him prior to the meeting. Do we have any control over backyard debris. In our development our backyard becomes someone else's side yard. **Marinucci:** Yes. They are not allowed on the property of the abutting property owner. **Hardin:** That is how I explained it. Some issues are mattresses and other debris which is quite unsightly. **Marinucci:** We can get the address on that. **Hardin:** Do you have a list of vacant properties? **Marinucci:** I prepared a list but there are more we don't know about. We sited a person with high grass but do not know if the person is living there. **Hardin:** I will share what I know since Ward persons know their Ward. **Marinucci:** There are several properties. **Hardin** asked to be kept up to date. I'd like to see the list of rental properties. **Marinucci:** I sent that to you. **Hardin:** I apologize. **Marinucci:** There are rental properties we don't know about. We have a \$100 annual rental fee. We are on top of the LLCs. Some come in and don't know they have to get a permit. We shut them down. To the Council, the Booker house that is condemned, people want to move into it. We want to take it down. I am trying to get funds to do that. **Warren** asked him to get the address to him. **Marinucci** will do that. I want it demolished and a new house built. That is non-negotiable on my end. The owner is out of NYC. **Williams** asked the address. **Davis** asked the cost. **Marinucci:** It would be about \$20,000. **Davis:** Can we send a certified letter and get proof they are gone? **Marinucci:** Everything we do, we do it by certified mail; grass cutting, etc. Certified always come back even if people live there. **Davis:** The original owner is moving back into the Bugaric property. **Marinucci:** We have had communication with them. I understand there is a good relationship there. Regarding the

Bugaric property with all the chickens, the complainer is being cited because she has too many chickens. **Davis:** Mr. Bugaric has his sign out for eggs to sell. **Marinucci:** He has chickens, I just don't know where they are. **Davis:** He is selling eggs in Oakwood again. **Marinucci:** He can't do that. **Climer** mentioned a resident fee. **Davis:** We could contact the Health Dept. **Marinucci:** We contacted them, and they said there are no health issues about the chickens. He also said the neighbor has a lot of chickens too. That started it and we are taking it to the next step. The ordinance says you can have only four chickens; she has eight.

Fire-Tapp: If a resident is home alone and needs us to get inside if an emergency arises, we can put a Knox box on the house. **Davis** asked about the program. **Tapp** explained it to her. **Davis** asked about I Schuman. **Tapp:** We haven't heard any updates. **Davis:** Does the police watch that? **Garratt:** It has been turned over to the state. **Warren** asked if mitigation was completed. **Tapp:** Investigation is ongoing.

Police-Garratt: As you know we have two officers retiring. We are going through the process of putting on new officers. In Independence, the U.S. Secret Service Uniform Division is hosting a job fair. We will be part of that as will Cleveland Police to recruit. We have a nice set up and will promote Oakwood. Channel 19 was at the missing persons unit with SEALE. We have two officers involved in that as well as K-9 officers. We are actively involved and have found 100 missing people over time. It used to be called the Child Response Team, now it is called Missing Persons. We have been advertising on all social media, our network, and police academies to get qualified officers. Sergeant Grant will leave June first. Officer Mitchell in July. The motorcycle is back on the road focusing on residential areas. We cover the truck route. We have a lot of issues on Richmond, Forbes, and Pettibone to curb that. We will begin a detail with the golf cart in residential areas as well. It is important to have the Police bridge the gap with residents. **Davis** asked about trucks on Richmond. **Garratt:** It is usually not repeat trucks. We don't give them a break. It is usually \$250 ticket. They damage wires and the roundabout. The roads are not made for trucks. **Mayor:** It is mostly Kindle and Republic. **Garratt:** Their main truck route is through Oakwood; they usually take Alexander to Pettibone. They can't do that. If they know, they are usually great about it. Generally, we get them one time. **Mayor:** East to I-271 there will be one lane rather than two as an extra discouragement for large vehicles. They have to take Fair Oaks. **Warren** asked about the business list. It might be a good idea to send each business a letter to tell where the restrictions are for truck traffic and weight capacity. **Garratt:** That has been done. The signs flash. We have multiple signs. We will help them turn around, but we take it seriously. Our local businesses know. We update the emergency contact information for our businesses regularly. We don't want them going out of Oakwood into Glenwillow either. We will give them the truck route. A lot of them have a regular GPS and not the truck route GPS equipment. That causes a lot of issues. **Warren:** The WIFI is down so we couldn't print agendas for tonight's meeting. It is the same as it was two weeks ago.

Law-Climer: We finished drafting a proposed contract for the FOP for Council consideration. A lot of work was done between Chief Garratt, the FOP Counsel, and me in clarifying a lot of things. That will be sent out for the next Council meeting.

Finance-Thompson: We hired a key position who will start next week. We will resume our finance committee meetings on May 23rd.

Mayoral Report; -Mayor: Caterpillar Ohio has a \$4.5 million expansion of which we are giving them 49% real property tax improvement. The State has increased that to 75% without notification to the school board. We will amend the legislation to project 75%. That will be on May 23rd agenda. Solfe will be 90%. They manufacture and dispense ingredients for PET scans. They are increasing their facility by \$4 million in Oakwood. It is incredible to have a brand like this in Oakwood Village. We have more research operations here other than Cleveland which has Cleveland Clinic. View-Ray just picked up a military contract at the Czech Republic for an MRI guided radiation therapy system. Three weeks ago, they picked up the Sideman Cancer Center in Cleveland. Two years ago, they picked up Louis Stokes VA Hospital. The Vatican bought one. It costs about \$6 million, and it takes 1.5 years to install. This is the 60th unit sold with 30,000 patients world-wide being treated so far. That will be a 90% CRA which will be before you at the next meeting. I just met

with GM Industrial which formulate, manufacture, dispense, and package liquid products. In USA Today there was an article about them stating 35 of their disinfectant and sanitary products were approved by EPA for Corona Virus. They are looking at expanding to double their \$40 million revenue within three years. I will meet with them again in a few weeks. The Vet Center had their ribbon cutting a few weeks ago which does confidential counseling to veterans and to the family if a combat veteran who may have been killed in action. It is a great federal operation. I was queasy asking them to include spiritual enrichment. The representatives from Washington DC agreed to it and they will promote it. It will take place Wednesday evenings at our Community Center from 6:30-7:30 pm beginning May 31st. We are talking about revival. It includes not only what the Lord has done but getting to know Him intimately now. This will be a great source of comfort. If anyone else is interested in attending, they can. Understand 22 veterans commit suicide every day in the U.S. Counseling is fine but spiritual enrichment will help them get a stronger come back and let go of the issues. I asked the Fire Dept. to put together an organizational chart and you have that before you. It is incredible Walton Hills left Bedford and Glenwillow left Solon both for Oakwood emergency services. We have all full-time paramedics working elsewhere and working part-time here. As paramedics they are licensed to provide drug therapy on scene. It is important to have a much stronger Fire Dept. In Solon they have 80 employees, we have 68. Solon payroll is \$9 million and ours is \$2 million. What a difference. Also, it is interesting with Captains and Lieutenants to support staffing ratio is 9/1 and ours is only 4/1 yet we are saving \$7 million dollars annually. Kudos to the Fire Dept. for the job they have done. They are recognized regarding the explosion at I Schuman with 13 departments responding with over 108 people involved fighting the fire. They all look up to Oakwood. We are beginning UH Hospital advanced training again in our meeting room. They are coming from Cleveland and surrounding areas. **Warren:** It isn't so much looking up to Oakwood but a collaborative effort of all departments. Our department provides support for other communities as well. **Mayor:** Bedford Schools end June 6th and the Janice Kenney Summer Camp begins Monday June 12th for 7 weeks through July 28th. The first three weeks will be as in the past, field trips; Cedar Point, Ziplining at Geneva, horseback riding at Bear Creek Resort, Cleveland Zoo, 5-6 scenic trail hikes through the Metroparks. Amish tours, 10 Clays Park swim resort, and Fun-n-Stuff. The first two weeks in July will begin the educational component building math skills with Kahn Academy, Developing Apps for older participants, Computer assisted design in 3-D printing. Bedford is getting their first 3-D printer, but we have been using ours since last year. Student ages 8 through 16 will be in the camp. The older kids will do data management, artificial intelligence, high-tech programs of engineering, thermos dynamics, creating boats from carboard then floating them, exploring careers in STEM for girls, robotics and electronics, exploring careers in health and medicine with UH Ahuja, Paul Mitchells hair and beauty school, cooking classes with an expert chef and others. One-third of girls commit suicide, and we have a program called girl talk which has been appreciated by the young ladies. The lady who hosts this has had talk shows in both Cleveland and Chicago. The girls love this class. For boys we have Jr. Police Academy, wood craft, google program in 3 dimension and tumble books with math and geography. There are narrations by students. speed reading, and for the first-time constitution 101 with debates. Martial arts, gymnastics, hip-hop, sports dome, fencing, bowling are also part of camp. I mentioned that Chris Ronayne of Cuyahoga County was here in the Village with Ohio Senator Jerry Cirino because we received \$1 million between this and next year from the County for our projects with half-million for Fair Oaks and Oak Leaf as well as \$250,000 for County Road program this year, which is usually \$100,000 each year. We have the Tryon Road project from Richmond to Jean Drive \$237,000 next year. We have helped the County a lot. Interstate McBee was looking at Houston, TX to relocate but they came here from Cleveland. The building is up, and the annual payroll will be \$7 million beginning in September. They make components for diesel engines for military and locomotives. They have been in Cleveland since 1945 and will remain in the County. Other programs are going on; Kroger will begin the road project at the end of this year with the building in the spring of 2024. My patience is running out. Premier is wanting to purchase the land back and have another company be involved. We will have another meeting on how much more we can get from the County on this project. They are interested in the Kroger deal with 700 employees which was to be only 400 employees. Kroger will have small, refrigerated vans delivering west of Pittsburg, north of Columbus and East of Sandusky with the hub in Oakwood Village. Other items of interest are a new 501C3 for advanced learning center tied in with a fiberglass sports complex domed including 4-5 tennis courts, 2 basketball courts, 6 pickle ball courts, an indoor walking trail for residential use. We are looking at the

Tartabini property adjoining Mt. Zion. This is not a charter school but a non-profit that works with Bedford Schools providing a lot of free electives. No taxpayer money is involved. Students would attend the mandatory courses for graduation. Our electives will be accredited for graduation as well. We hope to begin next fall with 9-12 grades with the funds being raised. This will involve our students and grandchildren. Electives may include exploring careers in health and medicine with Ahuja involved. Additionally, we are looking at evening classes and free use of the sports complex for residents. I will have more news on this in six weeks. It has been a busy two weeks. **Hardin:** What legislation was passed allowing us to bypass the schools for tax abatement or has it always been there. **Mayor:** Only if it is 49% or less the school board just has to be notified. However, the State just increased it to 75% in the last month. **Hardin:** Ok. So, you will go to the board. **Mayor:** For Solfe at 90%. **Hardin:** I thought it was View Ray. **Mayor:** No, not them. **Hardin:** I would like to see the figures on the percentage you are asking for. **Mayor:** It varies on the payroll, the percentages, the jobs they are bringing in, and what they are making, or service they are providing. **Hardin:** I would like to know the overall mindset used when you ask them prior to giving it. What went into that, and the actual dollar amounts involved. **Mayor:** That will take some time. The Finance Dept is inundated. Using their base of 1995 as zero, anything coming into the Bedford School District for property taxes, Oakwood brings in more than the three other cities combined because of our incentive program. **Hardin:** You used that statement in the past as to why we do what we do. I'd like to know the actual dollar impact. Then you said we saved \$9 million. **Mayor:** Solon expends \$9 million for their Fire personnel \$9 million with 80 personnel. Ours is \$2 million with 68 personnel. **Hardin:** It is population. **Mayor:** No, between Walton Hills Glenwillow and Oakwood, it adds up. There might be 300 more calls a year. You are looking at a difference of \$7 million. We now increased what we are getting paid by Walton hills because of inflation and will look at Glenwillow as well. **Warren:** They may have 80 and we may have 60. They may have 50 people active 8 hours a day working whereas we have 15 or less. The number of people isn't a direct contributor to that. **Mayor:** The big key is their medical benefits where in Oakwood they are all part time and have no medical benefits. That is a big savings. **Warren:** We are comparing apples to oranges with the reality of service. **Mayor:** At the same time Walton Hills and Glenwillow still want to be serviced by Oakwood rather than where they were prior. **Warren:** We can talk about that later. **Mayor:** The point is our Fire Dept service is second to none. **Hardin:** The other thing is, I want the CRA in any abatement, I would like to know the rationale for the percentages, and I want to see the numbers involved we are asking the board to consider. **Mayor:** We don't have much developable land in Oakwood. **Hardin:** I understand why you do it, to maintain them but these are numbers I want to see. **Mayor:** We have the fourth lowest property tax in the County, **Warren:** We understand that. **Mayor:** I want to tell her why we do it. **Warren:** You need to have that information. If you need an executive session. **Mayor:** There is no need for that, but it may not be done for a month. Brian's plate is full right now. **Hardin:** Also, the schools, I see you moved quite far in projecting the school with the diagram. You mentioned you met with the County and State. Have you met with the board? **Mayor:** Until it is finalized there is no need to. We are talking a sports complex, then the timing, the land, and as it evolves then I can go to the board. **Davis:** You mentioned revivals. **Mayor:** Those will begin the 31st of May. **Davis:** Who will be running it. **Mayor:** Wes Geiger, Cleveland Revival Center. **Davis:** You have the cost, what are we paying for it? **Mayor:** Paid out of the 501C3. **Davis:** The summer camp, who provides insurance for these kids when they are in our possession. **Mayor:** They sign a liability waiver form. **Hardin:** What room are you using? **Mayor:** Every Wednesday. **Hardin:** Does the Council not have it on the third Wednesday? **Mayor:** That won't be happening. Dealing with our vets is much more important. **Hardin:** Oh. **Mayor:** You can have them once a month or every third month. **Hardin:** We have never done that before, why have it now? I have a problem. **Mayor:** Eloise, it is for our veterans. **Hardin:** Mr. Mayor. There is no reason to raise your voice at me. Here is a newsflash just in case you didn't know. There is another branch of government here too. **Mayor:** Let's worry about our veterans. **Hardin:** Then you want to go ahead. **Mayor:** Wednesday nights. **Hardin:** You are the boss. There isn't anyone more patriotic than myself. I have a grandfather, a father, and an uncle who served in WWI and WWII. By the way, don't play politics with me. Pick somebody else. **Mayor:** If you want to play politics with me, it would be interesting to see the number of things that you have voted no on that are very important to Oakwood Village. I have never brought it up so don't bring up politics. It was amazing for me to believe the federal government was willing to have this happen in a federal operation. That is the most important thing. Let's worry about what damage has been done to our veterans. This is a great opportunity to

assist our veterans. **Williams:** Part of a democracy is voting yes or no. Not because you want us to. I don't know what that comment was about. **Hardin:** Unbelievable that you would do that. All the years I have worked with you and never worked against you; you should be ashamed of yourself. I have had.. **Warren:** let me just...(hit the gavel). **Hardin:** He speaks to Council; I am going to leave. **Warren:** You can discuss this with the mayor without holding up the residents' time. There is another room there. I appreciate you bringing that up. Far more important is residents and I respect the fact you have an interest in the veterans. We have an interest in the residents. **Williams** commented on a committee meeting having residents ask questions and get information when they can't make Tuesday meeting. It is political and shameful. **Mayor:** I find it interesting that it hasn't been done in 30 years but now before an election. If they want to do that, that's fine. The Point is Wednesday nights is reserved for the revivalist. **Williams:** People don't always. This is a small space. **Mayor:** I didn't say anything about that. **Warren:** May I comment. One thing we may consider is to evaluate the occupancy for both and I would think you would be at least considerate enough to maybe accommodate the smaller room for the veterans. **Mayor:** I anticipate this being a growing event. **Williams:** If you want the residents, other residents would have come to our community. **Warren** hit the gavel. **Williams** continued: That is a very important point. You are telling the residents they are not able to use a facility they pay for with tax dollars but you're inviting residents from other communities. That is an issue. **Mayor:** We are talking our veterans. Why can't they come here. **Hardin** Mr. Mayor with all due respect, you can call our former Clerk, Debbie, or ask Dee for several years there was a meeting, a standing date. This is not something happening because of an election coming. Trust me. That has nothing to do with what you are thinking. **Mayor:** It was told to me it was every Wednesday. **Hardin:** No. **Mayor:** It is one Wednesday a month. **Hardin:** For years I have done this. At my last meeting we had information. **Mayor:** We can use the small room and see what happens. There is no reason to debate. **Hardin:** The issue you said was we couldn't use it. **Warren:** Ok. **Hardin:** I want your apology. **Mayor:** I apologize. **Hardin:** Thank you. Moving right along. **Warren:** We know we have the third Wednesday of every month. **Williams:** Do we need to review this chain of command? **Tapp:** No. **Mayor:** I thought it would be good for you to see the organization plan for the Fire Dept. that's all. **Warren:** It was brought up at a Council meeting, so we have it now. **Williams:** I asked you for three things. I don't see Assistant Chief; all I see is Chief. I don't see the acting chief. I don't know if there was a promotion since the last meeting. If our former Chief, Jim Schade, is still being paid as chief. These individuals as acting. **Warren:** You have to ask those questions in an executive session. **Williams:** I just want my questions. **Warren:** I am not saying anything specific to personnel. **Williams:** I'm not saying anything specific. I am saying what my second question is. **Warren:** We don't talk about personnel in open forum either. **Williams:** My third question was, if each individual is being compensated in these roles they are performing. **Warren:** That is executive session material. Those could be addressed in that forum. **Williams:** It isn't on the agenda. **Warren:** We have always called for an executive session when warranted As I said last week when you asked about that. **Williams:** It doesn't matter. **Warren** hit the gavel. We are opening the floor for public comment.

Open Floor Comments

Pat Malone 22796 Drake Road: The house at 23300 Drake on the right-hand side isn't taken care of. The grass is usually cut once a year and there are dead trees on the property, He is elderly, but I think something should be done. Nobody lives there and has been empty for years. **Davis** asked if she called the Building Dept. **Warren** suggested the Building Dept inspect the property. **Malone:** The trees are falling and are dead. **Warren:** We may find some assistance. The last thing we need is a deteriorating house from the outside. **Malone:** It is just the property itself not the house. **Mayor:** We had a program in which we can do the work and tack the cost onto the property tax. **Climer:** A notice can be placed at the property and give the owner time to cut the grass. If he doesn't then we can move forward. **Haba:** We have done that on other properties. I will talk to the Building Dept. **Malone:** Regarding Kroger, you said you are tired of waiting. **Mayor:** It is time for them to put up or put someone in there. That is why the County is coming in. I am not waiting two years. They owe us some money. We promised the people the screening would be appropriate, and it is. They owe us money for our youth program. **Warren:** Have you talked to them? **Mayor:** The County is making an agreement on what they will do, what Team NEO is doing to get Kroger off first base and what will happen thereafter. **Malone:** You were very interested in the Albertson deal a few weeks ago. **Mayor:** That is the delay. **Malone:** How much more time will you give them? **Mayor:** I want to see something happening by the end of June, **Warren:** May I say something? **Malone:** Sure.

Warren: The situation with the County and State is, they have asked the mayor for a list of the requested funds and abatements. They will review those. They said they would move on sometime in July. I was at that meeting. **Malone:** Ok. **Warren:** Chris Ronayne is very interested in the project and assisting as is the State Senator and Director of Community Development for the County. They said if we get it timely, they will respond by July. **Malone:** You can have four chickens but no ducks. **Warren:** Ducks are more aggressive. **Malone:** I have seen ducks and chickens back in the day. **Warren:** Do you know someone who wants a duck? **Malone:** No but if I wanted one. **Warren:** This ordinance has existed for a long time. **Malone:** You mentioned one lane, where will that be? **Mayor:** East of the bridge to Macedonia Road, one lane in each direction. **Warren:** How will that work with all the businesses. **Mayor:** There is only one lane going north on Fair Oaks. **Warren:** The traffic jam. **Mayor:** We are timing the lights on Broadway as well. It will be worked out. **Malone:** But Mayor. **Mayor:** We will not have trucks going on Alexander in neighborhoods otherwise. In addition, we delayed so we could save \$200,000. **Malone:** When you tell me the end of June are your fingers crossed? You have told me we are going to do something year after year. **Mayor:** The project has to begin this year. **Warren:** It is our request you investigate the law to see the administration making a monolithic decision as far as traffic. **Malone:** It will start in June so who will do the work. **Mayor:** The project will begin by the end of June. **Malone:** You have said other things. **Warren:** hit the gavel. Can you send a reminder to Ms. Hladky, to send a letter to the Engineer to ask them the status of the bidding of the project. Has the RP gone out and when is the bid opening date. **Hammett:** Ok. **Malone:** All the bid companies are booked. **Warren:** How did we save \$200,000 by waiting? **Mayor:** Chagrin Valley Engineering stated we can save over \$200,000 in the delay. That can be in writing. **Malone:** We had half-million dollars for Fair Oaks. **Mayor:** A quarter-million for Fair Oaks and quarter-million for Oak Leaf. **Malone:** Again, we are dragging our feet in construction. Nothing is being done on either of those. **Warren:** Thank you.

Karen Howse 7201 Glenshire: Is it required to have registration to go out to bid? **Warren:** There is legislation. **Howse:** Has legislation been presented? **Warren:** I believe it has. **Howse:** Was that advertised? **Warren:** The Mayor said the bids came in high, so we are going out again for bid. **Howse:** It was advertised in the paper. **Mayor:** It is over \$50,000 it has to be advertised. **Warren:** The Engineer does that. **Howse:** What was the start date for Fair Oaks. **Mayor:** End of June project will begin, and it will be completed in nine weeks. From Broadway to Alexander can't be done until you have the realignment of the entrance to the cul-de-sac across Alexander to Fair Oaks. That is another reason for the delay. **Warren:** Based on the bid and the contractor, 85% will be done then after the realignment has been achieved. Is that correct mayor? **Mayor:** Yes. **Howse:** Ok. Next question, for the law director. If I am a public official and I have a legislative platform to advertise a personal business, is that ethically proper? **Climer:** I would need more information. **Howse:** Would it be proper for you to use this platform to discuss your personal business. **Climer:** I am not sure what you mean. **Howse:** If you have a grocery store and you come to Council and you talk about your business, is that proper to discuss that at a Council meeting. **Climer:** To my knowledge that wouldn't be anything illegal. Whether it is relevant to public business, that would have to be on the agenda as long as public resources are not being used. **Howse:** it is ok to discuss your private business for profit during a public forum. **Climer:** I am not aware a discussion about that is illegal. It is whether the topic is pertinent to public agenda, that is up to the rule making authorities of Council. **Warren:** Is it ethical. **Climer:** I am not aware it is unethical by the Ohio Ethics Commission, but I would have to research that. **Howse:** I would like to find out what your findings are on that. If you are a public elected official, is it ethically proper to discuss personal private companies that you may be indulging in a public sector in a public form such as a Council meeting. **Climer:** I believe I answered the question. The answer is, I am not aware it is ethically improper. **Howse:** You said you would research that. **Climer:** I said I would need to research that with the Ohio Ethics Commission. **Howse:** Mayor, you mentioned a new 501C3 you have. **Mayor:** it doesn't exist yet. **Howse:** You said a new possible 501C3 is going to be created to create a domed facility, open to the public, in collaboration with Mt. Zion. **Mayor:** No collaboration with Mt. Zion. **Warren:** He originally said it would be, but later said it would not. **Howse:** It is adjoining. **Warren:** It is adjoining. **Mayor:** This is on the Tartabini property. **Howse:** I want to understand why you say in conjunction with when someone is inquiring about something that Oakwood is the fourth lowest residential property tax. It is a good thing but when questions are asked you bring that up often. I am just saying that has nothing to do with Oakwood, **Mayor:** It has to do with the companies that are here and pay their taxes. With having the right companies here. **Howse:** Does it have

anything to do with the County with the property tax? **Mayor:** Yes. The company is spending \$5 million inside the building. **Howse:** They never go inside. **Mayor:** We try to be careful; knowing the people will come into work vs remote working and paying taxes at home. **Warren** explained, based on the property taxes which sufficiently support the operations of the Village. It isn't necessary as other municipalities have to increase property tax pay for expenses of the community, I believe that is what he is trying to say. **Howse:** We know property taxes support the school district. **Warren:** Correct. **Howse:** We rely on income tax. The correlation between property taxes vs income tax. It happens often when talking about CRA. **Mayor:** The whole point is getting the companies with big payroll. **Howse:** That has nothing to do with you. **Mayor:** That's right give all the glory to God but believe me. **Warren:** What he is trying to say is he pursued the businesses to increase the 2.5% with a significant number of employees. It enables us to pay for village expenses. **Howse:** I understand that. It doesn't hurt anything I just was wondering why he says that. I have been quiet but have casually brought it up before. There are various religions. **Mayor:** That is what I would like to see happen in our advanced learning center. The differences between Catholicism, Judaism, Messianic Judaism, Islam. and Mormon. As long as there is no favoritism but getting out the exact facts. **Howse:** It would be compelling; you may not have said it exactly this way, but the federal government gave you approval to have a spiritual connection. **Mayor:** They said they would support having it promoted. They aren't paying for it and it is being done outside their building. They agreed it would be a nice adjunct to the counseling itself. **Howse:** People are free to believe how they want to. What if they are atheistic, they aren't welcome? **Mayor:** It is their decision, they are welcome. They don't have to participate. **Warren** gaveled.

Erica Nikolic 7230 Wright Ave: I have a question about the Janice Kenney Camp. **Mayor:** Janice Kenney was the one in charge of the program. **Nikolic:** I have known parents pulling their children out because of bullying. I wanted to suggest adding team building, social skills, or anti-bullying in front of the camp to get the kids on board, so personalities don't spiral out of control. Kids with special needs as well. **Mayor:** We have a girl talk program but that is later in the program rather than the beginning. **Warren:** she is speaking of an introduction for the kids so that they can understand the harmfulness of kids bullying and being bullied establishing a collaborative between the kids. She is thinking about the one administering the program be mindful of that. **Hardin:** This is the second time. I am leaving here. It is personal and maybe a lot don't care. I try to do my best mayor. I understand but when I respect you to the utmost, I am so disappointed in you. I am taking it personally. We can do this without what occurred here today again. Two of my residents have left. Until and unless we can be civil, and we are going to disagree, and we may think politics is part of this game. Mr. President, I thank you for calling the meeting to order. I want to ask going forward, you address me with the same respect I try to give to you. Yes, I get upset. We are going to talk tonight but this is not worth my health, mayor. I am sure you know; you have worked with me long enough mayor; this is not how we work. I want to go on the record. The things you are bringing to us are awesome, it is a lot of work but to ask you questions about it seems to upset you. That is not how this can work, and you cannot tell this body what is going to happen. Mr. President, thank you. I hope we are all here for the people. I had to get that off my chest. Last time, I had to go to the hospital. I can't keep doing this. You are better than this. **Mayor:** At the same time, in years past, you had a Council President break the gavel pounding it down because people brought food in here and thought it was a joke. **Hardin:** Right. **Mayor:** Very loud and sometimes these Council meetings are now with people screaming. **Hardin:** We aren't going there. **Mayor:** This is completely uncivil. **Warren:** Maybe if you hear the tape again, you may have the revelation it was not a proper response. The whole situation got out of hand. Moving forward we are going to have to maintain the decorum we had and to take over as we did in 1996 putting people out of Council meetings.

Close Floor

Legislation

2023-14 An emergency ordinance appointing Dionna Hammett as Assistant Clerk of Village Council and setting forth the duties of such position

Second reading

Hardin: I want an executive session to talk about this including. **Warren:** This has nothing to do with the conversation now. **Hardin:** The position itself. **Warren:** I think we should move forward. She is working in a position that has not been legislated. **Hardin:** You keep saying she, is this specifically dealing with Ms. Hammett. **Warren:** Yes, it has her name on it. **Hardin:** What do we do with that position if she does not want to do it? **Climer:** She can. **Warren:** She can resign, and we can create legislation for another person. We have nine resumes we have all received to review. We may need a special meeting. I will prepare to discuss it. **Hardin:** I have picked up the resumes and we need to do that. Why haven't we set compensation in it? **Warren:** Because we don't always put compensation with every position. We are just creating the position. It is up to her to accept it because she is already doing it. I talked to her about it already. **Hardin:** The objective is to create the position, so we are legislatively correct without compensation in it? **Climer:** When it was originally created. I did not have compensation information. Then, as I understand it, compensation has to be passed by Council about any additional compensation. **Hardin:** When you said additional. **Climer:** I am trying to finish my thought. **Hardin:** Yes. **Climer:** Whether additional compensation should be paid for the position. I don't remember if I received a final word on that from Council. Council has to amend the ordinance if that is even necessary. It seems the position is being established. We have someone in the interim who can sign legislation when the Clerk is absent. I am sorry if I was short. **Hardin:** I apologize, I understand. I have watched this young lady. It is almost impossible to do both jobs. **Warren:** Ms. Hladky is doing a lot of this including legislation. Dee is just attending Council meetings for the most part. **Hardin:** We have legislation for Hladky. **Warren:** We do. **Hardin:** Ok.

Motion to suspend made by Davis seconded by Paggie Matlock

Hardin: Another question. Back to Dee. I am going on record. Anytime you can't do this, this lady has family. In all fairness, I am asking, the only thing she should do is attend these meetings and record it if she has time. We should not be asking her to do more. **Warren:** That is what she is doing. **Hammett:** I am not doing much now.

Vote: Yes: Warren, Gaither, Hardin, Davis, Matlock Williams asked why compensation was not included. **Climer:** I have not been advised on compensation by Council. **Hardin:** How is she being paid now. **Warren:** That is a matter of personnel. We should have a special meeting immediately to discuss the pay and move forward. It will be presented to her if she wants to continue. If not, we will be without a Council Clerk except for Ms. Hladky. **Hardin:** I don't want to spend a half hour in a work session discussing this tonight. Vote continued: NO; Williams
No motion to adopt was made. **Warren:** We will have it on the next agenda for third reading. We can talk about your contingencies.

Motion to adjourn made by Davis seconded by Gaither.

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

Adjourned at 9:00 pm

Approved _____

Debra L Hladky, Interim Clerk of Council

Johnnie Warren, Council President

ORDINANCE NO. 2023-14

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE APPOINTING DIONNA HAMMETT
AS ASSISTANT CLERK OF VILLAGE COUNCIL AND
SETTING FORTH THE DUTIES FOR SUCH
POSITION**

WHEREAS, the Village Council hereby determines that it is necessary to appoint an Assistant Clerk of Council in order to maintain orderly and timely operations of the Village and this Council during absences and vacancies that may occur in the office of the Clerk of Council; and,

WHEREAS: Section 115.01 the Codified Ordinances of the Village authorizes the appointment of an Assistant to the Clerk of Council to assist the Clerk and perform such other duties as directed by the Clerk and Council;

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

SECTION 1. Council, hereby appoints Dionna Hammett as Assistant to the Clerk of Village Council to serve at the pleasure of Council, said appointment commencing on the effective date of this Ordinance. The Assistant to the Clerk of Council shall perform all duties of the Clerk of Council during the absence or disability of the Clerk and during vacancies in the office of the Clerk and shall further perform such other duties as are assigned by the Clerk and Council.

SECTION 2. The Assistant Clerk of Council shall be compensated as provided by Council.

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

PASSED: _____

President of Council

Clerk of Council

Presented to the Mayor _____

Approved: _____

MAYOR

Interim Clerk of Council

POSTING CERTIFICATE

I, Debra L. Hladky, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2023 - 14 was duly posted on _____ day of _____, 2023, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and elsewhere as provided in the Ordinances and Charter of the Village.

Interim Clerk of Council

DATED:

ORDINANCE NO. 2023 – 15

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF OAKWOOD AND THE FRATERNAL ORDER OF POLICE, LODGE #67 THROUGH THE END OF THE YEAR 2025 AND DECLARING AN EMERGENCY

WHEREAS, the Village of Oakwood and the Fraternal Order of Police, Lodge #67 (hereinafter "FOP") deem it advantageous to extend their present Agreement for an additional two (2) years; and,

WHEREAS, Oakwood and the FOP have agreed in principle to the terms of said extension as set forth in the document attached hereto and incorporated herein by reference and marked Exhibit "A";

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 an Agreement with the FOP, substantially in the form which is attached hereto and expressly made a part hereof by reference, and marked Exhibit "A".

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

PASSED: _____

Johnnie A. Warren, President of Council

Debra L. Hladky, Interim Clerk of Council

Presented to the
Mayor _____

Approved: _____

Gary V. Gottschalk, Mayor

I, Debra L. Hladky, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2023 – 15 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2023.

Debra L. Hladky, Interim Clerk of Council

POSTING CERTIFICATE

I, Debra L. Hladky, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2023- 15 was duly posted on the _____ day of _____, 2023, and will remain posted for a period of fifteen (15) days thereafter as provided in the Oakwood Village Charter.

Debra L. Hladky, Interim Clerk of Council

DATED: _____

A

AN AGREEMENT

between

THE VILLAGE OF OAKWOOD

and

**THE FRATERNAL ORDER OF POLICE,
LODGE #67
OAKWOOD VILLAGE DIVISION**

**This Agreement covers the time period from
January 1st, 2023, through December 31, 2025**

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ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the Village of Oakwood, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Lodge #67, Oakwood Village Division, hereinafter referred to as the "FOP".

ARTICLE 2 PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted, efficient operation of government, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours, terms, and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the Village of Oakwood; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right: to 1) hire; discharge; transfer; suspend; discharge; and discipline employees for just cause; 2) determine the number of persons required to be employed; laid off; or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignment of its employees; 7) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 14) terminate or eliminate all or any part of its work or facilities.

3.02 In addition, the FOP agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 4 RECOGNITION

4.01 The Employer hereby recognizes the FOP as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, as provided by the Village of Oakwood Charter, for the following bargaining units:

Unit 1: All full-time employees employed by the Village of Oakwood Police Department occupying the position of Patrol Officer.

Unit 2: All full-time employees employed by the Village of Oakwood Police Department occupying the position of Sergeant.

Unit 3: All part-time employees employed by the Village of Oakwood Police Department occupying the position of Patrol Officer

All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law or Charter amendment.

ARTICLE 5 DUES DEDUCTIONS

5.01 During the term of this Agreement, the Employer shall deduct regular monthly FOP dues, fees, and assessments from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

5.02 The Employer agrees to supply the FOP with an alphabetical list of those employees for whom dues deductions have been made.

5.03 A check in the amount of the total dues, fees, and assessments withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer, FOP Lodge #67, Oakwood Village Division within thirty (30) days from the date of making said deductions.

5.04 The FOP hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the FOP shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 6 NO STRIKE / NO LOCKOUT

6.01 The FOP does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the FOP shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violations of this

Article. If any violation of this Article occurs, the FOP shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the FOP and order all employees to return to work immediately.

6.03 It is recognized by the parties that the Employer is responsible for and engages in activities which affect the health and welfare of its citizens, and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and obtain immediate injunctive relief, and any and all other remedies permissible by law.

6.04 The Employer agrees that it will not lock out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, the FOP shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

ARTICLE 7 NON-DISCRIMINATION

7.01 The Employer and the FOP agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or disability or any other classification prohibited by federal, state or local laws or regulations.

7.02 The Employer and FOP expressly agree that membership in the FOP is at the option of the employee and that they will not discriminate with respect to membership and non-membership.

ARTICLE 8 GENDER AND PLURAL

8.01 Whenever the context so requires, the use of words herein in the singular shall be constructed to include the plural, and words in the plural, singular, and words whether in the masculine, feminine or gender-neutral shall be construed to include all said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 9 CONFORMITY TO LAW

9.01 This Agreement shall be subject and subordinated to any applicable present and future federal and state laws, and the invalidity of any provisions(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

9.02 If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not be included herein.

9.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification or either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE 10 PROBATIONARY PERIOD

10.01 The probationary period for all newly hired employees shall be eighteen (18) months after completion of field training. Newly hired employees have no seniority rights during the probationary period. Upon successful completion of the eighteen (18) months probationary period, the employee's seniority date will be the original date of hire. The probationary period can be extended at the sole discretion of the Chief of Police.

10.02 The promotional probationary period shall be one (1) year. A part-time employee that becomes a full-time employee is considered to be a newly hired employee.

10.03 The Employer has the sole discretion to discipline or discharge newly hired probationary employees, and the newly hired employee may not exercise rights provide in Article 35, 36, or 37.

10.04 The Employer shall have the sole discretion to return promotional probationary employees to their previous rank during the promotional probationary period, and the newly promoted employee may not exercise rights provide in Article 35, 36, or 37.

ARTICLE 11 PERSONNEL FILES AND POLICY

11.01 Understanding that in administration of the Police Department the employer maintains individual personnel files, an employee may be permitted to review his or her personnel file upon a written request giving five (5) days' notice.

11.02 Should an employee, upon review of his or her file, come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

11.03 When an employee is charged with or is under investigation for alleged violations of department rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and extent of disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the employee.

11.04 Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related services except as provided by law.

ARTICLE 12 BULLETIN BOARD SPACE

12.01 The Employer agrees to provide space for the FOP to post a bulletin board in the Police Department for use by the FOP.

120.2 All FOP notices of any kind posed on the bulletin board shall be signed, dated, posted, or removed by a FOP official.

12.03 Only FOP notices relating to the following matters may be posted on the bulletin board;

- a. FOP recreational and social affairs
- b. Notice of FOP meetings
- c. FOP appointments
- d. Notice of FOP elections
- e. Results of FOP elections
- f. Reports of non-political standing and independent non-political standing committees and independent non-political arms of the FOP, and
- g. Non-political publications, rulings, or policies of the FOP

12.04 Upon request of the Employer's designee, the FOP shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 13 FOP BUSINESS

13.01 The Employer agrees to admit non-employee FOP staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein, provided reasonable advance notice is given to the Employer. Upon approval the FOP staff representative(s) shall identify himself to the Employer or the Employer's designated representative.

13.02 The FOP shall provide to the Employer an official roster of the Oakwood Village Bargaining Representatives, which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Phone Number
4. Immediate Supervisor
5. FOP office held

No employees shall be recognized by the Employer as a FOP representative until the FOP has presented the Employer with written notification of that person's selection

13.03 The investigation and writing of grievances should be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours the employee shall not suffer any loss of pay while attending the hearing.

ARTICLE 14 LABOR MANAGEMENT COMMITTEE

14.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter, and on a mutually agreeable day and time, the Employer's designees shall meet

with not more than three (3) representatives of the FOP to discuss issues of mutual labor management interest. The FOP may substitute an alternate at any committee meeting.

14.02 The party requesting the meeting shall furnish an agenda to the other party at least one (1) week in advance of scheduled meetings. The agenda, if provided by the FOP shall include the names of the bargaining unit representatives who will be attending and the matters to be discussed at the meeting. The purposes of such meetings shall be to:

- a. Discuss matters of mutual concern
- b. Notify the FOP of changes made by the police chief which affect the bargaining unit
- c. Disseminate general information of interest to parties
- d. Discuss ways to increase productivity and improvement of efficiency

14.03 It is further agreed that should special labor management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

14.04 The labor/management committee shall not be used to bypass the normal chain of command unless the problems are unable to be solved at the departmental level or have been previously addressed at the departmental level without any solution.

14.05 There shall be a time limit not to exceed two (2) hours for said meetings. The parties may, by mutual consent, continue past the time limits established herein.

ARTICLE 15 FOP LEAVE

15.01 The Employer agrees to allow paid time for two (2) FOP Representatives to attend FOP matters. Such time off shall not exceed sixteen (16) hours per year. Such time shall be taken at times mutually agreed upon by the FOP and the Employer.

ARTICLE 16 HOLIDAYS

16.01 Each full-time employee who has at least six (6) months of full-time service with the Employer shall be entitled to eighty-eight (88) hours of compensatory time on January 1stst of each year for the following holidays:

| | |
|------------------------|------------------|
| New Year's Day | Independence Day |
| President's Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| Memorial Day | Christmas Eve |
| Good Friday | Christmas Day |
| Juneteenth | |

16.02 The holidays are to be paid at the employee's regular rate, provided that no full-time employee shall be eligible for holiday pay unless that employee works his or her regularly scheduled workday

immediately preceding the holiday, the holiday itself if scheduled to work, and his or her regularly scheduled workday immediately following the holiday.

16.03 In addition to the holiday compensatory time of eighty-eight (88) hours listed in section 16.01 above, each full-time employee shall be entitled to forty-eight (48) hours of personal time each contract year which shall be paid at the full-time employee's regular rate and shall be taken at a time approved by the Chief of Police.

16.04 All regular part-time employees of the Village who work a minimum average of twenty (20) hours per week during the previous calendar year shall be entitled to fifty-six (56) hours of holiday compensatory time per year plus sixteen (16) hours of personal time. Compensation shall be computed on the average daily hours worked during the preceding twelve (12) month period by each respective employee. Time off shall be taken only with the permission of the Chief of Police.

16.05 All full-time employees who actually work New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day shall receive compensation for all hours worked at one and a half (1½) times the regular rate of pay.

16.06 All regular part-time employees of the Village who work a minimum average of twenty (20) hours per week during the previous calendar year who actually work on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day, shall receive compensation for all hours worked at one and a half (1½) times the regular rate of pay.

ARTICLE 17 VACATIONS

17.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

| <u>Years of Continuous Service</u> | <u>Allowance</u> |
|--|------------------|
| Less than one (1) year | None |
| One (1) year through five (5) years | 2 weeks |
| Six (6) years through ten (10) years | 3 weeks |
| Eleven (11) years through fifteen (15) years | 4 weeks |
| Sixteen (16) years through twenty (20) years | 5 weeks |
| After twenty (20) years | 6 weeks |

17.02 It is agreed that all vacation time will accrue on January 1st of each year.

17.02 All vacation time earned shall be used during the calendar year in which it is accrued, and such vacation time shall not be cumulative from year-to-year, nor shall compensation be paid in lieu thereof. In exceptional circumstances, an employee may carry forward a vacation allowance not to exceed one (1) week of vacation benefit into his or her next benefit year or may be paid in lieu of vacation benefit in

an amount not to exceed one (1) week of vacation benefit. In either event, an employee must secure the written permission of the Chief of Police approved by the Mayor to avail himself of this provision.

17.03 All vacation days must be scheduled and approved by the Chief of Police in advance.

17.04 The compensation to be paid to full-time employees for such vacation benefit shall be based on the hourly rate in effect for the employee on the date of such vacation.

17.05 Part-time Patrol Officers who average more than twenty (20) hours per week in the preceding calendar year are entitled to cash payment in lieu of vacation. Each qualifying part-time Patrol Officer will be paid an amount equal to the average number of hours worked per period in the preceding year at the hourly rate in effect for the employee on the date of the cash payment or vacation. Payment is limited to one (1) pay period (two weeks) per officer regardless of seniority.

17.06 Part-time Patrol Officers who are eligible for vacation may take their allotted time off in lieu of pay at a time approved by the Chief of Police. The Chief must be notified of the election to take time off in December of the preceding year.

17.07 Full-time Officers hired after January 1, 2003, will not be given vacation credit under Section 17.01 for part-time service. However, any part-time Officer who accepts a full-time position may roll over any vacation accrued under part-time status to his or her full-time position. The amount of time rolled over must be taken within the first year of full-time employment with approval of the Chief of Police.

ARTICLE 18 SICK LEAVE

18.01 Sick leave shall be defined as an absence without pay necessitated by illness or injury to a full-time Officer or exposure of a full-time employee to a contagious disease that is communicable to other employees.

18.02 All full-time Officers that work shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours actually worked. The employee may accumulate sick leave to a maximum of nine hundred sixty (960) hours. No accumulation of sick leave shall occur during the time an employee is absent from work for any reason other than vacation.

18.03 An employee who will be absent on sick leave shall notify the employer of such absence and the reason for it at least four (4) hours before the start of his or her work shift each day that he or she is to be absent.

18.04 Sick leave may be used in segments of not less than one (1) hour.

18.05 Before an Officer may be paid from accumulated sick leave, the Mayor or the Chief of Police may require proof of illness or injury or may require the employee to be examined by a physician designated by the Chief of Police and paid by the employer. An employee absent for more than three (3) days must provide to the Chief of Police a physician's report to be eligible for paid sick leave.

18.06 If an employee fails to submit adequate proof of illness or injury, or the proof is submitted and the Mayor or the Chief of Police finds the evidence of illness or injury is insufficient the Mayor or Chief of Police, at the discretion of either, may deny payment of sick leave.

18.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

18.08 The Mayor or the Chief of Police may require an employee who has been absent due to personal illness or injury to provide a fitness for duty certification from a physician prior to and as a condition of his or her return to duty to establish that he or she is not disabled from the performance of his or her duties and that his or her return to duty will not jeopardize the health and safety of other employees.

18.09 Upon the death or retirement of a full-time employee who has not less than ten (10) years of continuous full-time employment with the employer and who has qualified for retirement benefits from the Ohio Police and Fire Pension Fund, such employee shall be entitled to receive a cash payment equal to his or her regular hourly rate of pay at the time of retirement multiplied by one third (1/3) the total number of accumulated but unused sick hours earned by the employee, providing that such resulting number of hours to be paid shall not exceed three hundred twenty (320) hours.

18.10 Employees who have accumulated more than nine hundred (960) hours of sick time may, in December of each calendar year, convert accumulated sick time to cash and be paid one (1) hour of cash for each three (3) hours of sick leave converted in accordance with the following provisions:

- At no time is an employee permitted to reduce accumulated, unused sick leave to less than nine hundred sixty (960) hours.
- An employee cannot convert more than three hundred (300) hours of sick leave to cash in any calendar year.

ARTICLE 19 FUNERAL LEAVE

19.01 All full-time employees shall be entitled to funeral leave, not deducted from sick leave, of three (3) days, for each death in the employee's immediate family.

19.02 "Immediate family" shall be defined to only include the employee's spouse, children, parents, grandparents, spouse's parents, brother, or sister. An employee may utilize up to a maximum of three (3) scheduled workdays for each death in the immediate family.

19.03 If the funeral of said immediate family is more than three hundred miles from the Village of Oakwood, then each full-time employee may request one (1) additional paid day of funeral leave, not to be deducted from sick leave.

ARTICLE 20 INJURY LEAVE

20.01 When a full-time employee is injured in the line of duty, as determined by the Employer while actually working for the Employer, he or she shall be eligible for paid leave until the employee starts receiving temporary total disability benefits. This paid leave is contingent upon the employee filing for Workers' Compensation and signing a waiver assigning to the Employer those sums of money he or she

would ordinarily receive as weekly compensation as determined by law for that number of weeks that he or she receives benefits under this Article. In no event shall the injury leave benefits paid under this Article exceed sixty (60) calendar days from the injury date. Such leave shall commence after the employee utilizes his or her sick leave for the first five (5) workdays. Sick leave will be reimbursed to the extent of the Workers' Compensation benefits received by the Employer.

20.02 If the Bureau of Workers' Compensation or the Industrial Commission should determine that the injury is not compensable or work related, the employee shall reimburse the Employer for any benefits paid under this Article via sick leave deduction, vacation leave deduction or wage deductions.

20.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to return to work due to the injury as a condition precedent to the employee receiving benefits under this Article. The designated physician's opinion shall not govern whether the employee is actually disabled or not but shall govern whether the Employee is entitled to Workers' Compensation benefits.

ARTICLE 21 JURY SERVICE

21.01 Full-time employees summoned for Jury service shall be fully paid at their regular rates of compensation when required to serve as Jurors. All fees paid to such full-time employees for jury service shall be remitted to the Director of Finance. At no time shall overtime be paid as a result of jury service.

ARTICLE 22 MILITARY SERVICE

22.01 Full-time employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to an unpaid leave of absence from their respective duties for such time as they are ordered by the military to report for military service or field training or active duty for periods not to exceed thirty (30) days in one (1) calendar year. Affected employees will provide a copy of such orders to the Employer as early as reasonably possible so that all necessary arrangements can be made.

ARTICLE 23 HOURS OF WORK

23.01 The basic work schedule for full-time members of the bargaining unit shall consist of one hundred sixty (160) hours in each twenty-eight (28) day work period, as determined by the Employer.

23.02 The Employer retains sole discretion as to the need for overtime work, and all assigned overtime must be worked. All overtime work must be authorized by the Mayor or his authorized representative. Where overtime work is performed in an emergency without prior authorization, the overtime work shall be reported to the Mayor or his authorized representative for confirmation that such an emergency existed and for authorization of the overtime work. If the Employer offers overtime to full-time members of the Department, it will be done on an equitable basis as is practicable.

ARTICLE 24 OVERTIME AND COURT TIME

24.01 All employees shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate for actual work performed in excess of eighty (80) hours in a two week period. When approved by the Chief of Police, employees may elect to receive compensatory time in lieu of overtime pay, at the rate of one and one-half (1½) hours for each clock hour of work, or a combination thereof and may take time off upon request with the approval of the Chief of Police. Compensatory time may be accumulated up to a maximum of one hundred eighty (180) hours. Holiday time, vacation, and compensatory time shall be counted as time worked for overtime calculation purposes.

24.02 At any time during the year any Union member may convert up to one-half (1/2) of his or her accumulated compensatory time to cash. The member must give thirty (30) days' notice to the Chief of Police of his or her desire to convert compensatory time to cash.

23.02 Whenever approved by the Chief of Police, full-time employees called in to work or attending a required school or training session, or appearing in court on behalf of the employer shall be compensated not less than three (3) hours at the applicable rate of pay less any other compensation received for such appearance.

23.04 All Police Officers who work the 4:00 pm to 4:00 am shift and are required to appear in court on behalf of the Village of Oakwood on the morning following their 4:00am release from duty shall be paid a minimum of four (4) hours at the applicable rate of pay less any other compensation received for such appearance.

ARTICLE 25 UNIFORM ALLOWANCE

25.01 All newly hired probationary full-time employees shall receive a uniform allowance in the amount of fifteen hundred (\$1500) dollars within thirty (30) days of appointment, providing such uniforms remain the Employer's property and are returned to the Employer if the employee fails to complete his or her first two (2) years of service.

25.02 The allowance for each non-probationary full-time employee shall be fifteen hundred (\$1500) dollars per year.

25.03 The allowance for each non-probationary part-time employee shall be thirteen hundred (\$1300) dollars per year.

25.04 The Employer will pay up to the maximum amount of the uniform allowance by reimbursing the employee for uniform purchases. The employee will present receipts for purchased items to the Chief of Police with a brief explanation. If the Chief determines the purchase was for a legitimate item required by department policy, the receipt will be delivered to the Finance Department for immediate payment to the employee. Employees are responsible for all purchases over the assigned maximum amount. Failure to pay the vendor for purchases over the maximum amount may result in discipline.

25.05 Employees who retire or resign are required to return to the Department all uniform equipment purchased and paid for by the Village.

25.06 The Employer shall contribute up to eleven hundred (\$1100) dollars every five (5) years towards the cost of individual bullet proof vests providing that any individual(s) receiving such contribution shall be required to wear the vest or refund such monies to the Employer. Employees not requesting such a contribution shall not be required to wear a vest, provided such employees sign a waiver attesting to their knowledge and rejection of such contribution and releasing the Employer from any liability resulting therefrom.

25.07 Employees, at their option, may choose to be reimbursed for up to one half (1/2) of the amount of their uniform allowance for membership to a fitness center or a health club of their choosing. Any employee choosing this option must submit paid invoices to the Chief of Police on a semi-annual basis for reimbursement. If the Chief determines the purchase is legitimate, he will instruct the Finance Department to make immediate payment. The amount paid under this section will be deducted from the employee's uniform allowance.

ARTICLE 26 WAGES

26.01 Effective January 1, 2023, all employees shall receive wages according to the following schedule:

| <u>Full-Time</u> | <u>Hourly</u> |
|----------------------------------|---------------|
| Sergeant (Start) | \$36.07 |
| Sergeant (after 24 months) | \$36.96 |
| Patrol Officer (Start) | \$26.35 |
| Patrol Officer (after 12 months) | \$31.30 |
| Patrol Officer (after 24 months) | \$32.80 |

| <u>Part-Time</u> | <u>Hourly</u> |
|----------------------------------|---------------|
| Patrol Officer (Start) | \$19.76 |
| Patrol Officer (after 12 months) | \$24.87 |
| Patrol Officer (after 24 months) | \$26.35 |

26.02 Effective January 1, 2024, all employees shall receive wages according to the following schedule:

| <u>Full-Time</u> | <u>Hourly</u> |
|----------------------------------|---------------|
| Sergeant (Start) | \$37.87 |
| Sergeant (after 24 months) | \$38.81 |
| Patrol Officer (Start) | \$27.67 |
| Patrol Officer (after 12 months) | \$32.87 |
| Patrol Officer (after 24 months) | \$34.44 |

| <u>Part-Time</u> | <u>Hourly</u> |
|----------------------------------|---------------|
| Patrol Officer (Start) | \$20.75 |
| Patrol Officer (after 12 months) | \$26.11 |
| Patrol Officer (after 24 months) | \$27.67 |

26.03 Effective January 1, 2025, all employees shall receive wages according to the following schedule:

| <u>Full-Time</u> | <u>Hourly</u> |
|----------------------------------|---------------|
| Sergeant (Start) | \$40.14 |
| Sergeant (after 24 months) | \$41.14 |
| Patrol Officer (Start) | \$29.33 |
| Patrol Officer (after 12 months) | \$34.84 |
| Patrol Officer (after 24 months) | \$36.51 |

| <u>Part-Time</u> | <u>Hourly</u> |
|----------------------------------|---------------|
| Patrol Officer (Start) | \$22.00 |
| Patrol Officer (after 12 months) | \$27.68 |
| Patrol Officer (after 24 months) | \$29.33 |

26.04 Any member appointed to the Detective Bureau will be paid a detective premium of one hundred (\$100) dollars per month.

26.05 The employer shall have the discretion to start any full-time or part-time patrol officer hired after the execution of this agreement at the next level up above starting pay if the new employee has previous law enforcement experience satisfactory to the Employer. However, no employee shall be eligible for the top rate of pay in his her rank until completion of his or her probationary period.

26.06 The Employer shall continue with the current method of "salary reduction for pension contribution" (i.e., tax deferred).

26.07 Full-time Patrol Officers assigned to serve as the Officer in Charge shall receive the starting Sergeant's rate of pay while working as Officer in Charge. Part-time Patrol Officers assigned to serve as the Officer in Charge shall receive their regular rate of pay plus the difference between the regular rate of pay of a full-time Patrol Officer (after 24 months) and that of a starting Sergeant.

26.08 Any Police Officer may serve as a Field Training Officer if they have successfully completed a course of instruction as approved by the Chief of Police. All officers serving as Field Training Officers will be paid an additional \$1.00 per hour for time worked as a Field Training Officer.

26.09 All compensation shall be direct deposit. However, should any employee be disadvantaged by direct deposit, the Safety Director shall provide an exemption from direct deposit. The Employer shall

reimburse an employee for all bank fees charged as a result of an error by direct deposit. The Employer agrees to correct any compensation errors within the next business day after discovery.

ARTICLE 27 LONGEVITY

27.01 All full-time employees shall receive annual longevity payments after completion of the required length of continuous full-time service pursuant to the following schedule:

After completion of:

| | |
|--------------------------------|-----------------|
| 5 years of continuous service | 1% of base wage |
| 10 years of continuous service | 3% of base wage |
| 15 years of continuous service | 5% of base wage |
| 20 years of continuous service | 7% of base wage |

27.02 Longevity payments shall be divided by the number of pay periods in the then current calendar year and included in the employee's regular payroll check.

ARTICLE 28 WAGES

28.01 The Employer shall continue to pay the necessary premiums for full-time employee health insurance as selected by the Employer. The Employer has the right to change insurance carriers or coverage so long as the employees retain comparable or better coverage.

28.02 The Employer shall pay necessary premiums for the current type of life insurance for full-time employees with a benefit amount of twenty thousand (\$20,000) dollars.

28.03 The parties agree to reopen negotiations solely for the purpose of dealing with the issue of whether there should be another health care plan provided to the bargaining unit members any time after January 1, 2008.

ARTICLE 29 LAYOFF AND RECALL

29.01 Where, because of economy, consolidation or abolishment of the functions, curtailment of activities or otherwise, the Employer determines that it is necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth in this Article.

29.02 Layoffs shall commence first with part-time patrol officers then proceed to full-time patrol officers after all part-time patrol officers have been laid off then proceed to sergeants after all full-time patrol officers have been laid off. Employees within the affected job classification will be laid off in a seniority order with least senior laid off first.

29.03 Recalls shall be in the inverse order of lay-off and a laid-off employee shall retain his or her right to recall for twenty-four (24) months from the date of his or her layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent via certified mail, return

receipt requested. An employee who refuses recall or does not report to work within three (3) calendar days from the date the employee receives the recall notice shall be considered to have resigned his or her position and forfeits all right to employment with the Employer.

ARTICLE 30 PHYSICAL EXAMINATIONS

30.01 The Employer reserves the right to require all employees of the Police Department to submit to a complete physical/psychological examination and a complete stress test based upon a schedule determined by the employer. All employees shall submit to the exams no more than once a year. Each employee shall authorize the physician to submit a written report of the examination findings relative to the ability of the employee to perform his her job to the Chief of Police.

30.02 If an employee is found to be unable to perform his or her duties, the employee may elect to receive a second opinion from a physician of his or her choice, at his or her own expense. In the event the physician selected by the employee concludes that the employee is able to perform his or her duties, the Employer and employee shall agree on a third physician, whose opinion shall control. If the parties are unable to agree on a third physician, then the Employers physician's opinion shall control. The cost of the third examination shall be paid equally by the Employer and the FOP.

ARTICLE 31 DRUG AND ALCOHOL TESTING

31.01 The drug/alcohol screening/testing shall be conducted at times of pre-employment, at random, at an annual physical, and upon reasonable suspicion. Reasonable suspicion shall include, but not be limited to, observations by a supervisor, involvement in a work-related accident, use of physical force by an employee or involvement in a shooting incident. Drug/alcohol screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug/alcohol screening/testing be released to a third party except as required by law, as provided in Section 31.07 or used as evidence, when relevant, in a disciplinary or court proceeding. The following procedure shall not preclude the Employer from other administrative action, but such actions shall not be based solely upon the test results.

31.02 All drug/alcohol screening/testing test shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and medically appropriate confirmation of any positive initial screening.

31.03 Drug/alcohol screening/testing shall be given to employees to detect the prohibited presence of alcohol or illegal use of a controlled substance as defined in the Ohio Revised Code. If the drug/alcohol screening/testing is positive, the employee shall be ordered to undergo a confirming test by a medically appropriate method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirming screen/test done at a medical laboratory licensed by the State of Ohio of his or her choosing, at his or her expense, which shall be given the same evidentiary value as the two (2) previous tests.

31.04 Upon receiving positive test results for the prohibited presence of alcohol or an illegal controlled substance, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly had a prohibited presence of alcohol in his or her body or used an illegal controlled substance. Upon the conclusion of such investigation, the Employer shall have the right to undertake disciplinary action. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, and vacation leave, for the period of that rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee may be returned to his or her position. Such employee may be subject to periodic retesting at the discretion of the Employer upon return to his or her position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence for a period not to exceed ninety (90) days.

31.05 If the employee refuses to undergo or fails to complete a program of rehabilitation or detoxification or if he or she tests positive at any time within two (2) years after his or her return to work upon completion of a program of rehabilitation or detoxification, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug/alcohol screening tests and confirming tests shall be borne by the employer. For the purpose of this Article, "periodic" shall mean not more than six (6) times per year, except that screens/tests may be performed at any time upon "reasonable suspicion" of prohibited alcohol or drug use.

31.06 No drug/alcohol testing shall be conducted without the authorization of the Chief of Police. When the Chief of Police orders, the employee shall submit to toxicology testing in accordance with the procedures set forth in this Article. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action.

31.07 The employee and the FOP shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

ARTICLE 32 PROFICIENCY ALLOWANCE

32.01 Effective January 1, 2012, each non-probationary full-time Police Officer, and each non-probationary part-time Police Officer who worked an average of twenty (20) hours or more per week in the preceding calendar year, will be paid seven hundred fifty (\$750) dollars per year, as part of the base wage provided the Officer: holds all required certifications for operation of blood alcohol detection equipment as set forth in R.C. 3701.143; is certified by the Ohio Peace Officer Training Commission to carry firearms as required by R.C. 109.801; demonstrates proficiency with all other department weaponry as determined by the Chief of Police; maintains any license or certification from the State of Ohio necessary to operate the LEADS system, and, meets all requirements outlined in R.C. Section 109.803.

32.02 In December of each contract year, a qualifying Police Officer will present the Chief of Police with a satisfactory proof of completion of all required classes and programs, and proof of all required certifications. Upon receipt, the Chief of Police will notify the Finance Department that the member is qualified for the allowance set forth in Section 32.01. Payment will be made in the first pay period of December.

ARTICLE 33 HEADINGS

33.01 It is understood and agreed that the use of headings before Articles or Sections is for convenience and identification only and that no heading shall be used in the interpretation of said Article or Section nor effect any interpretation of any Article or Section.

ARTICLE 34 LEGISLATIVE APPROVAL

34.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefor, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 35 GRIEVANCE PROCEDURE

35.01 Every employee shall have the right to present his or her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint discrimination or reprisal and, except for Step 1, shall have the right to be represented by a person of his or her own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest Step of this procedure.

35.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a. Grievance – A “grievance” shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement.
- b. Aggrieved Party – The “aggrieved party” shall be defined as any employee or group of employees within the bargaining unit actually filing a grievance.
- c. Party of Interest – A “party of interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d. Days – A “day” as used in this procedure shall mean calendar day(s), excluding Saturday, Sunday, or holiday(s) as provided for in this Agreement.

35.03 The following procedures shall apply to the administration of all grievances filed under this procedure:

- a. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; identity of the party responsible for causing said grievance, if known to the aggrieved

- party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his or her representative, if any.
 - c. If the grievance affects a group of employees working in different locations, with the different principals, or it is associated with an employer-wide controversy, it may be submitted at Step 2.
 - d. The preparation and processing of grievances shall be conducted during non-working hours.
 - e. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the FOP, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination pursuant to this procedure, such adjustment shall be binding upon the employee and shall, in all respects, be final as to the employee but said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
 - f. The grievant may have a FOP representative represent him or her at any step of the Grievance Procedure after Step 1.
 - g. The existence of this Grievance Procedure shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall thereby automatically waive and forfeit any remedies provided by this procedure.
 - h. This procedure shall not be available for disputes concerning any type of discipline or discharge actions, except as provided in the Disciplinary Procedure.
 - i. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time lines will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
 - j. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

35.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1

An employee who believes he or she may have a grievance shall notify the Chief of Police within ten (10) days after the occurrence of the facts giving rise to the grievance. The Chief, within five (5) days after the receipt of the notice by the employee, will schedule an informal meeting with the employee and his or her representative, if the representative's presence is requested by the employee. The Chief and the employee, along with the employee's representative, if requested, will discuss the issues in dispute with the objective of resolving the matter informally.

If the grievance cannot be resolved informally, a written grievance may be filed with the Chief of Police within ten (10) days from the date of the informal meeting. The Chief shall convene a meeting within ten (10) days after the receipt of the written grievance. The meeting will be held with the aggrieved party and his or her representative if he or she requests one. The Chief shall issue a written decision to the employee and the employee's representative, if any, within ten (10) days from the date of the hearing.

Step 2

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal may be filed with the Mayor within ten (10) days from the date of the decision in Step One. Copies of the written decision shall be submitted with the appeal. The Mayor shall convene a meeting within ten (10) days following the receipt of the appeal. The meeting will be held with the aggrieved party and his or her representative if he or she requests one. The Mayor shall issue a written decision to the employee and the employee's representative, if any, within ten (10) days from the date of the hearing. If the FOP is dissatisfied with the Mayor's decision, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 36 ARBITRATION PROCEDURE

36.01 In the event that a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default by the Employer, then, within ten (10) calendar days after the rendering of the decision at Step 2 or a default by the Employer at Step 2, the FOP may submit the grievance to arbitration by providing written notice to the Employer of its intent to arbitrate.

36.02 Within ten (10) calendar days of the FOP's notice of its intent to arbitrate, the FOP and the Employer will attempt to mutually agree upon an arbitrator to hear and decide the grievance. Alternatively, the FOP may obtain a panel of seven (7) labor arbitrators through the American Arbitration Association. The Parties agree that any list of labor arbitrators will be restricted as follows: (i) members of the National Academy of Arbitrators; (ii) offices or mailing addresses within the State of Ohio.

36.03 If a panel of arbitrators is obtained, the Parties will utilize alternate strikes to select the arbitrator. The Parties will flip a coin or undertake another such mutually agreeable process to determine which party strikes first.

36.04 The selected arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award: (i) requiring the commission of any act prohibited by law; (ii) contrary to law; or (iii) that violates any of the terms and conditions of this Agreement.

36.05 Unless the Parties provide their written consent, the arbitrator will not decide more than one (1) grievance in a single arbitration hearing. An employee will be paid his normal wages while attending an arbitration hearing under this Agreement, either as participant, witness, or representative.

36.06 Unless contrary rules are provided in this Agreement, the American Arbitration Association's Rules of Voluntary Arbitration will govern arbitrations between the Parties hereunder.

36.07 The fees and expenses of the arbitrator and the cost(s) of the hearing room (if any) will be split equally by the Parties. All other expenses will be paid by the party incurring them. Neither party will be responsible for any of the expenses incurred by the other party in the course of an arbitration under this Agreement.

36.08 The arbitrator's decision and award will be in writing and delivered to the Parties within thirty (30) calendar days from the date that the record is closed. The arbitrator's decision will be final and binding upon the FOP, the Employer, and the aggrieved bargaining unit member.

36.09 The Employer and all bargaining unit members acknowledge and agree the FOP reserves the right to settle, compromise, and/or withdraw grievances as it deems appropriate.

ARTICLE 37 DISCIPLINARY ACTION

37.01 No bargaining unit member shall be reduced in pay or position suspended, removed, or reprimanded except for just cause. The principles of progressive disciplinary action will be followed with respect to minor offenses. Serious infractions may result in immediate termination. The progression, where appropriate, may include an oral reprimand, a written reprimand, suspension, and termination.

37.02 Whenever a third person accuses a member of activity that could be considered a violation of the policies and the rules of the Oakwood Village Police Department and the Department begins an investigation of the accusations, the member shall be notified that he or she is the object of the investigation and has the right to representation at any investigatory interviews at which the member is required to appear.

37.03 Whenever the employer and/or designee determine that a Union member will be disciplined (i.e., reprimanded, suspended, reduced, or discharged), a pre-disciplinary conference will be scheduled to give the Union member the opportunity to offer an explanation to the alleged misconduct. The pre-disciplinary conference procedures shall be as follows:

- a. A member shall be provided with a written notice of the charges and the date, time, and location of the hearing. Such notice shall be given to the member at least seventy-two (72) hours prior to the time of hearing.
- b. The hearing shall be conducted by the Chief of Police.
- c. The affected member(s) may have a representative from the Union present at any such pre-disciplinary hearing conference, the cost of which shall be borne by the member.

- d. Pre-disciplinary conferences shall be held during the member's scheduled duty time, whenever possible. Said member shall remain in paid status for the duration of the conference.
- e. Within ten (10) calendar days after the hearing, the Chief of Police shall provide the employee with a written statement affirming, reducing, or dismissing the charges based on the relative strength of the evidence. The Chief will determine the appropriate discipline and inform the member in writing.

37.04 Prior to the scheduled time of the pre-disciplinary conference, the member may waive his or her right to such a conference by a signed communication to that effect delivered to the Chief of Police.

37.05 If the Union member believes that an error has been made, in the decision of the Chief of Police on the merits or the discipline imposed, the member may appeal the Chief's decision to the Mayor at Step 2 of the Grievance Procedure or, with the agreement of the Employer, proceed directly to arbitration under the Provisions of Article 36.

37.06 The affected member will be notified of any decisions reached prior to any public statement by the Employer.

37.07 The FOP, on behalf of all employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's Inquiry or to appeal under the provisions of the Ohio Revised Code or otherwise any form of disciplinary action (i.e., suspension, demotion or discharge) except as permitted in Article 36.

ARTICLE 38 OBLIGATION TO NEGOTIATE

38.01 The Employer and the FOP acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

38.02 Therefore, for the life of this Agreement, the Employer and the FOP each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

38.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE 39 TOTAL AGREEMENT

39.01 This Agreement represents the entire agreement between the Employer and the FOP and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure here in contained.

ARTICLE 40 DURATION

40.01 This Agreement shall become effective at 12:01 am on January 1, 2023, and shall continue in full force in effect, along with any amendments made and annexed here too, until midnight December 31, 2025.

ARTICLE 41 EXECUTION

40.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 20__.

FOR THE FOP #67:

Fraternal Order of Police

Lodge #67

FOR THE EMPLOYER

Village of Oakwood, Ohio

Gary V. Gottschalk, Mayor

Approved as to Form

Robert M. Phillips

Approved as to Form

James A. Climer, Law Director

INTRODUCTED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION OF GRATITUDE FOR
DEDICATED SERVICE OF ALFRED GRANT
TO THE VILLAGE OF OAKWOOD**



WHEREAS, it has come to the attention of this Village Council that Alfred (Al) Grant will retire from the Oakwood Police Department effective June 1, 2023; and

WHEREAS, Al and his wife Denise have been Village residents since 1986. They were married in 1974 and their union blessed the couple with two daughters, Alnita and Arlayna and one grandchild, Niyana; and

WHEREAS, Al began his employment as a Part-time Officer September 4, 1992, and Full-time position April 11, 1994, eventually becoming a Sergeant July 3, 2012.

WHEREAS, Al served as an instructor for Stops and Approaches, Chemical Repellant, and the Motorcycle Unit while employed by the Oakwood Village Police Department. Al has a strong commitment to Oakwood Village and its residents. His passion, integrity, expertise, and commitment to public service made him a credit to the Department. His colleagues hold him in great regard as a true professional. Al was the recipient of the 2018 State Farm Good Neighbor Award.

WHEREAS, Al will enjoy his retirement by continuing his passion of motorcycle fabrication with his business, LLC Quick Lube and Tire, which is also located in Oakwood Village. Al and Denise plan to travel to Cuba and Vietnam as well as enjoy life with family and friends; and

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

SECTION 1. The Village Council and Mayor wish to express their appreciation to Alfred Grant for his years of dedicated service to the Village of Oakwood and wish him abundant happiness in retirement.

SECTION 2. The Council President is hereby authorized to present a copy of this resolution to Alfred Grant.

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

PASSED: _____

Johnnie A. Warren – Council President

Debra L. Hladky, Interim Clerk of Council

Presented to the Mayor: _____

Approved: _____

Gary V. Gottschalk – Mayor

I, Debra L. Hladky, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio do hereby certify that the foregoing Resolution No. 2023 - was duly and regularly passed by Council at the meeting held on the _____ day of _____, 2023.

I, Debra L. Hladky, Interim Clerk of Council for the Village of Oakwood, County of Cuyahoga and State of Ohio do hereby certify that Resolution No. 2023 - was duly posted on the _____ day of _____, 2023 and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than five (5) of the most public places in the municipality as determined by Council of said Village.

DATED: _____

Debra L. Hladky, Interim Clerk of Council