

VILLAGE OF OAKWOOD
COUNCIL MEETING
AUGUST 22, 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- July 11th, 2023, Council
5. Clerk Correspondence
6. Departmental Reports

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

FIRE-DAVE TAPP
BUILDING-DANIEL MARINUCCI
0 HOUSING INSTECTION-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

2023-28

Introduced 8-22-2023
By Mayor and
Council as a whole
1st Read

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,655,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF (i) IMPROVING STREETS AND ROADS IN THE VILLAGE BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, CURBING, PAVING, CONSTRUCTING STORM SEWERS AND RELATED FACILITIES AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, (ii) ACQUIRING, REMODELING, RENOVATING, FURNISHING AND EQUIPPING A BUILDING TO HOUSE VILLAGE SERVICE DEPARTMENT FUNCTIONS AND IMPROVING ITS SITE, (iii) ACQUIRING MOTOR VEHICLES FOR USE BY THE VILLAGE'S POLICE DEPARTMENT, (iv) REMODELING, RENOVATING, INSTALLING LIGHTING AND OTHERWISE IMPROVING THE VILLAGE'S COMMUNITY CENTER, (v) ACQUIRING SOLID

**WASTE AND RECYCLING CONTAINERS FOR USE IN REFUSE
COLLECTION AND (vii) RESURFACING FORBES ROAD FROM
NORTHFIELD ROAD TO BROADWAY AVENUE IN ACCORDANCE
WITH PLANS APPROVED OR TO BE APPROVED BY COUNCIL,
AND DECLARING AN EMERGENCY.**

2023-29 **AN ORDINANCE AUTHORIZING CHANGE ORDER NO. 1 FOR**
Introduced 8-22-2023 **VANDRA BROTHERS CONSTRUCTION, INC., INCREASING THE**
By Mayor and **CONTRACT BY AN AMOUNT NOT TO EXCEED \$55,245.00, FOR,**
Council as a whole **THE FAIR OAKS ROAD REHABILITATION PROJECT IN THE**
1st read **VILLAGE OF OAKWOOD AND DECLARING AN EMERGENCY.**

2023-30 **A RESOLUTION IN COMMEMORATION OF ELOISE HUNT'S**
Introduced 8-22-2023 **75TH BIRTHDAY.**
By Mayor and
Council as a whole
1st Read

9. Adjournment

VILLAGE OF OAKWOOD
WORK SESSION
AGENDA
August 22, 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

ORDINANCE NO. 2023-_____

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,655,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF (i) IMPROVING STREETS AND ROADS IN THE VILLAGE BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, CURBING, PAVING, CONSTRUCTING STORM SEWERS AND RELATED FACILITIES AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, (ii) ACQUIRING, REMODELING, RENOVATING, FURNISHING AND EQUIPPING A BUILDING TO HOUSE VILLAGE SERVICE DEPARTMENT FUNCTIONS AND IMPROVING ITS SITE, (iii) ACQUIRING MOTOR VEHICLES FOR USE BY THE VILLAGE'S POLICE DEPARTMENT, (iv) REMODELING, RENOVATING, INSTALLING LIGHTING AND OTHERWISE IMPROVING THE VILLAGE'S COMMUNITY CENTER, (v) ACQUIRING REAL ESTATE FOR VILLAGE PURPOSES, (vi) ACQUIRING SOLID WASTE AND RECYCLING CONTAINERS FOR USE IN REFUSE COLLECTION AND (vii) RESURFACING FORBES ROAD FROM NORTHFIELD ROAD TO BROADWAY AVENUE IN ACCORDANCE WITH PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance Nos. 2009-40, 2009-41, 2009-42, 2009-43, 2009-44, 2009-45 and 2009-46, each passed on September 8, 2009, there were issued \$3,839,000 Various Purpose Notes, Series 2009 (the Series 2009 Notes), in anticipation of bonds of which \$481,500 was for the purpose stated in clause (i) of Section 1 and \$343,500 for the purpose stated in clause (ii) of Section 1, which Series 2009 Notes matured on October 7, 2010; and

WHEREAS, pursuant to Ordinance Nos. 2010-42, 2010-43, 2010-44, 2010-45, 2010-46, 2010-47, 2010-48, 2010-49 and 2010-50, each passed on September 14, 2010, there were issued \$4,845,000 Various Purpose Notes, Series 2010 (the Series 2010 Notes), in anticipation of bonds of which \$1,441,000 was for the purpose stated in clause (i) of Section 1 and \$350,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2009 Notes, which Series 2010 Notes matured on October 6, 2011; and

WHEREAS, pursuant to Ordinance Nos. 2011-34, 2011-35, 2011-36, 2011-37, 2011-38, 2011-39, 2011-40 and 2011-42, each passed on August 23, 2011, and Ordinance Nos. 2011-41 and 2011-45, each passed on September 13, 2011, there were issued \$5,345,000 Various Purpose Notes, Series 2011 (the Series 2011 Notes), in anticipation of bonds of which \$1,971,000 was for the purpose stated in clause (i) of Section 1 and \$350,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2010 Notes, which Series 2011 Notes matured on October 4, 2012; and

WHEREAS, pursuant to Ordinance Nos. 2012-63, 2012-64, 2012-65, 2012-66, 2012-67, 2012-68 and 2012-69, each passed on September 25, 2012, there were issued \$2,809,500 Various Purpose Notes, Series 2012-2 (the Series 2012-2 Notes), in anticipation of bonds of which \$1,971,000 was for the purpose stated in clause (i) of Section 1 and \$350,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2011 Notes, which Series 2012-2 Notes matured on October 2, 2013; and

WHEREAS, pursuant to Ordinance Nos. 2013-33, 2013-34, 2013-35, 2013-36, 2013-37, 2013-38 and 2013-39, each passed on September 10, 2013, there were issued \$2,766,500 Various Purpose Notes, Series 2013 (the Series 2013 Notes), in anticipation of bonds of which \$1,971,000 was for the purpose stated in clause (i) of Section 1 and \$350,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2012-2 Notes, which Series 2013 Notes matured on September 30, 2014; and

WHEREAS, pursuant to Ordinance Nos. 2014-43, 2014-44, 2014-45, 2014-46, 2014-47, 2014-48 and 2014-49, each passed on September 9, 2014, there were issued \$2,686,500 Various Purpose Notes, Series 2014 (the Series 2014 Notes), in anticipation of bonds of which \$1,951,000 was for the purpose stated in clause (i) of Section 1 and \$340,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2013 Notes, which Series 2014 Notes matured on September 24, 2015; and

WHEREAS, pursuant to Ordinance Nos. 2015-44 and 2015-45, each passed on August 25, 2015, there were issued \$2,621,500 Various Purpose Notes, Series 2015 (the Series 2015 Notes), in anticipation of bonds of which \$1,916,000 was for the purpose stated in clause (i) of Section 1, \$325,500 for the purpose stated in clause (ii) and \$55,000 was for the purpose stated in clause (iii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2015 Notes, which Series 2015 Notes matured on September 22, 2016; and

WHEREAS, pursuant to Ordinance No. 2016-46, passed on September 14, 2016, there were issued \$2,491,500 Various Purpose Notes, Series 2016 (the Series 2016 Notes), in anticipation of bonds of which \$1,871,000 was for the purpose stated in clause (i) of Section 1, \$310,500 for the purpose stated in clause (ii) and \$55,000 was for the purpose stated in clause (iii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2015 Notes, which Series 2016 Notes matured on September 21, 2017; and

WHEREAS, pursuant to Ordinance No. 2017-31, passed on August 22, 2017, there were issued \$2,346,500 Various Purpose Notes, Series 2017 (the Series 2017 Notes), in anticipation of bonds of which \$1,831,000 was for the purpose stated in clause (i) of Section 1, \$295,500 for the purpose stated in clause (ii) and \$55,000 was for the purpose stated in clause (iii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2016 Notes, which Series 2017 Notes matured on September 20, 2018; and

WHEREAS, pursuant to Ordinance No. 2018-44, passed on August 28, 2018, and Ordinance Nos. 2018-49, 2018-50, 2018-51 and 2018-52, each passed on September 4, 2018, there were issued \$2,335,000 Various Purpose Notes, Series 2018 (the Series 2018 Notes), in anticipation of bonds of

which \$1,861,000 was for the purpose stated in clause (i) of Section 1, \$280,000 for the purpose stated in clause (ii), \$55,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v) and \$30,000 was for the purpose stated in clause (vi) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2017 Notes, which Series 2018 Notes matured on September 19, 2019; and

WHEREAS, pursuant to Ordinance No. 2019-53, passed on August 27, 2019, there were issued \$2,200,000 Various Purpose Notes, Series 2019 (the Series 2019 Notes), in anticipation of bonds of which \$1,725,000 was for the purpose stated in clause (i) of Section 1, \$265,000 for the purpose stated in clause (ii), \$55,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v) and \$30,000 was for the purpose stated in clause (vi) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2018 Notes, which Series 2019 Notes matured on September 17, 2020; and

WHEREAS, pursuant to Ordinance No. 2020-69, passed on August 25, 2020, and Ordinance No. 2020-73, passed on August 27, 2020, there were issued \$2,130,000 Various Purpose Notes, Series 2020 (the Series 2020 Notes), in anticipation of bonds of which \$1,655,000 was for the purpose stated in clause (i) of Section 1, \$250,000 for the purpose stated in clause (ii), \$45,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v), \$30,000 was for the purpose stated in clause (vi) and \$50,000 was for the purpose stated in clause (vii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2019 Notes, which Series 2020 Notes matured on September 16, 2021; and

WHEREAS, pursuant to Ordinance No. 2021-55, passed on August 24, 2021, there were issued \$1,975,000 Various Purpose Notes, Series 2021 (the Series 2021 Notes), in anticipation of bonds of which \$1,560,000 was for the purpose stated in clause (i) of Section 1, \$225,000 for the purpose stated in clause (ii), \$35,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v), \$30,000 was for the purpose stated in clause (vi) and \$50,000 was for the purpose stated in clause (vii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2020 Notes, which Outstanding Notes mature on September 15, 2022; and

WHEREAS, pursuant to Ordinance No. 2022-42, passed on July 12, 2022, there were issued \$1,815,000 Various Purpose Notes, Series 2022 (the Outstanding Notes), in anticipation of bonds of which \$1,440,000 was for the purpose stated in clause (i) of Section 1, \$200,000 for the purpose stated in clause (ii), \$20,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v), \$30,000 was for the purpose stated in clause (vi) and \$50,000 was for the purpose stated in clause (vii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2021 Notes, which Outstanding Notes mature on September 14, 2023; and

WHEREAS, this Council finds and determines that the Village should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the Village; and

WHEREAS, the Director of Finance, as fiscal officer of the Village, has certified to this Council that the estimated life or period of usefulness of the improvements described in Section 1 is at least five years, the estimated maximum maturity of \$255,000 of the Bonds described in clause (i) of Section 1 is 10 years, \$695,000 of the Bonds described in clause (i) of Section 1 is 11 years, \$360,000 of the Bonds described in clause (i) of Section 1 is 12 years and \$25,000 of the Bonds described in clause (i) of Section 1 is 14 years, the Bonds described in clause (ii) of Section 1 is 15 years, the Bonds described in clause (iii) of Section 1 is one year, the Bonds described in clause (iv) of Section 1 is 19 years, the Bonds described in clause (v) of Section 1 is 29 years, the Bonds described in clause (vi) of Section 1 is four years and the Bonds described in clause (vii) of Section 1 is 15 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of \$255,000 of the Bonds described in clause (i) of Section 1 and the Bonds described in clause (ii) of Section 1 is October 7, 2029, in anticipation of \$695,000 of the Bonds described in clause (i) of Section 1 is October 6, 2030, in anticipation of \$360,000 of the Bonds described in clause (i) of Section 1 is October 5, 2031, in anticipation of the Bonds described in clause (iii) of Section 1 is September 23, 2025, in anticipation of \$25,000 of the Bonds described in clause (i) and the Bonds described in clauses (iv) and (v) of Section 1 is September 19, 2038, in anticipation of the Bonds described in clause (vi) of Section 1 is September 19, 2028, and in anticipation of the Bonds described in clause (vii) of Section 1 is September 16, 2040;

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

Section 1. Authorized Principal Amount of Anticipated Bonds; Purpose. It is necessary to issue bonds of the Village in the aggregate principal amount of \$1,655,000 (the Bonds) for the purpose of paying costs of (i) improving streets and roads in the Village by reconstructing, resurfacing, grading, draining, curbing, paving, constructing storm sewers and related facilities and making other improvements as designated in the plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (\$1,335,000), (ii) acquiring, remodeling, renovating, furnishing and equipping a building to house Village Service Department functions and improving its site (\$175,000), (iii) acquiring motor vehicles for use by the Village's Police Department, together with the necessary appurtenances thereto (\$10,000), (iv) remodeling, renovating, installing lighting and otherwise improving the Village's Community Center (\$35,000), (v) acquiring real estate for Village purposes (\$30,000), (vi) acquiring solid waste and recycling containers for use in refuse collection (\$25,000) and (vii) resurfacing Forbes Road from Northfield Road to Broadway Avenue in accordance with plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (\$45,000).

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately September 1, 2024, shall bear interest at the now estimated rate of 6% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 12 annual principal installments on August 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be February 1, 2025, and the first principal payment of the Bonds is estimated to be August 1, 2026.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in the aggregate principal amount of \$1,655,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the Village, the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 6% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for, subject to the paragraph immediately following. The rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

If requested by the Original Purchaser (as defined in Section 6) and if the Director of Finance has determined it to be in the best interests of and financially advantageous to the Village to participate in the Treasurer of State's Ohio Market Access Program (as described in Section 6(c)), the Notes may provide that, in the event that the Village does not pay or make provision for payment at maturity of the debt charges on the Notes, the principal amount of the Notes shall bear interest at a different rate not to exceed the After Maturity Rate (as defined in the Standby Note Purchase Agreement defined and provided for in Section 6(c)) from the maturity date until the Village pays or makes provision to pay that principal amount.

Section 4. Payment of Debt Charges; Paying Agent; Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the Village's paying agent, at the designated corporate trust office of U.S. Bank Trust Company, National Association, or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance, after determining that the payment at that bank or trust company will not endanger the funds or securities of the Village and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the Village on or after a date to be determined by the Director of Finance in the Certificate of Award as provided in this Ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The Village's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date, and upon the request of the Director of Finance, the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the Director of Finance, in the name of the Village and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the Village and payable only to a Depository or its nominee, with such Notes deposited and maintained in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the Village is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and deposited and maintained in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Village.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes

from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of Village action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the Village.

Section 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other Village officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement, placement agent agreement, term sheet and other commitments, documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the Village, to combine the issue of Notes with one or more other note issues of the Village into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(c) Ohio Market Access Program. If the Director of Finance determines in the Certificate of Award for it to be in the best interest of and financially advantageous to the Village, the Village shall participate in the Treasurer of State's Ohio Market Access Program.

The Standby Note Purchase Agreement (Standby Note Purchase Agreement) and Paying Agent Agreement (Paying Agent Agreement) are hereby authorized in the forms presented to this Council with such changes not materially adverse to the Village as may be approved by the officers of the Village executing the Standby Note Purchase Agreement and Paying Agent Agreement. The Village acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the Village is unable to repay the principal amount and accrued and

unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the Village, the Treasurer of State agrees (A) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (B) to purchase renewal notes of the Village in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the Village shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the Village, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the Village and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

Section 7. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the Village, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent other funds are available for the payment of debt charges on the Notes and Bonds and are appropriated for

that purpose, the amount of the tax shall be reduced by the amount of other funds so available and appropriated.

Section 10. Federal Tax Considerations. The Village covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The Village further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the Village having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation or treatment of the Notes as “qualified tax-exempt obligations” if such designation or treatment is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the Village with respect to the Notes as the Village is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the Village, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the Village, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the Village regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax

purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. Certification and Delivery of Ordinance. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance to the Cuyahoga County Fiscal Officer.

Section 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the Village or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the Village have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the Village are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the Village in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the Village or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Notes to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 14. Retention of Municipal Advisor. The services of MAS Financial Advisory Services LLC, as municipal advisor, be and are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the Village in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the Village or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Notes to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or of any of its committees, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 16. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 17. Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village, and for the further reason that this Ordinance is required to be immediately effective so that the Notes can be sold and issued at an early date to make their proceeds available to enable the Village to retire the Outstanding Notes and therefor preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Passed: _____

President of Council

Clerk of Council

Presented to the Mayor:

Approved:

Mayor

CLERK'S CERTIFICATE

I, the undersigned Clerk of Council of the Village of Oakwood, County of Cuyahoga, Ohio, do hereby certify that the foregoing Ordinance No. 2023-____ was (i) duly and regularly passed by this Council at a meeting held on _____, 2023, and (ii) duly posted on _____, 2023, and will remain so posted for a period of 15 days thereafter in the Council Chambers and in not less than five of the most public places in the municipality, as determined by the Council of said Village.

Dated: _____, 2023

Clerk of Council
Village of Oakwood, Ohio

STANDBY NOTE
PURCHASE AGREEMENT

Dated as of September 13, 2023

among

THE TREASURER OF THE STATE OF OHIO
“Treasurer”

VILLAGE OF OAKWOOD, OHIO
“Issuer”

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
“Paying Agent”

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Recitals.....	1
ARTICLE I. CERTAIN DEFINED TERMS	2
SECTION 1.01 Definitions	2
SECTION 1.02 Use of Phrases.....	3
SECTION 1.03 Computation of Time Periods	4
SECTION 1.04 Legend	4
ARTICLE II. PURCHASE OF RENEWAL OR UNPAID NOTES	4
SECTION 2.01 Obligation to Purchase Renewal Notes.....	4
SECTION 2.02 Obligation to Purchase Unpaid Notes.....	4
SECTION 2.03 Required Actions Following Purchase of Unpaid Notes	5
SECTION 2.04 Remedies.....	5
SECTION 2.05 Fees	6
ARTICLE III. TERMS OF PURCHASE OF RENEWAL NOTES	6
SECTION 3.01 Terms of the Renewal Note	6
SECTION 3.02 Issuer Representations and Warranties	6
SECTION 3.03 Delivery of the Renewal Note.....	7
SECTION 3.04 Conditions to Closing	7
ARTICLE IV. MISCELLANEOUS.....	9
SECTION 4.01 Notices	9
SECTION 4.02 Governing Law	10
SECTION 4.03 Paying Agent.....	10
SECTION 4.04 Counterparts.....	10
SECTION 4.05 Severability	10
SECTION 4.06 Business Days.....	10
SECTION 4.07 Headings	10
Signatures.....	S-1
Exhibit A	A-1
Exhibit B	B-1
Exhibit C	C-1

STANDBY NOTE PURCHASE AGREEMENT

THIS STANDBY NOTE PURCHASE AGREEMENT, entered into as of September 13, 2023, by and among the TREASURER OF THE STATE OF OHIO acting not individually but in his/her official capacity as an officer of the State (the "Treasurer"), the VILLAGE OF OAKWOOD, OHIO (the "Issuer") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (the "Paying Agent");

WITNESSETH THAT:

WHEREAS, the Treasurer has accepted the Issuer into the Market Access Program (the "Program") to provide further assurance to the Issuer and the holder of those certain \$1,655,000 Various Purpose Notes, Series 2023, of the Issuer dated September 13, 2023 (the "Notes"), that principal of and interest on the Notes will be fully paid at maturity; and

WHEREAS, to participate in the Program, the Issuer has requested that the Treasurer, under authority of Ohio Revised Code (ORC) section 135.143(G), enter into this Agreement providing for (a) the purchase of Notes for which there are not sufficient funds on deposit, by 9:00 o'clock a.m. Ohio time on the Maturity Date and in the appropriate account created with respect to the Notes under the Paying Agent Agreement, to provide for the full payment of all amounts due on such Notes on the Maturity Date (the "Unpaid Notes") or (b) the purchase of renewal notes of the Issuer, the proceeds of which will be applied to cause adequate funds for the payment at maturity of all principal and interest due thereon at maturity of the Notes, to be deposited with the Paying Agent for payment to the holder (the "Renewal Notes"); and

WHEREAS, the Issuer has represented to the Treasurer that the Notes are in form and substance satisfactory to the Treasurer and include provision for the required Renewal Note Rate or After Maturity Rate, as defined herein; and

WHEREAS, the Treasurer is authorized under ORC section 135.143(G) to enter into this Agreement with the Issuer to purchase such Notes for investment of interim funds of the State of Ohio; and

WHEREAS, the Paying Agent is made a party hereto at the direction of the Issuer in order to ensure adequate funds for the payment at maturity of all principal and interest due thereon at maturity to be deposited with holder, and if necessary, to provide for the orderly transfer and registration of Unpaid Notes to the Treasurer; and

WHEREAS, the parties wish to express herein the terms and conditions under which the Treasurer will purchase Unpaid Notes or Renewal Notes; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I.
CERTAIN DEFINED TERMS

SECTION 1.01 Definitions. As used in this Agreement the following terms shall have the following meanings:

“Agreement” means this Standby Note Purchase Agreement, as the same may be amended in writing, from time to time.

“After Maturity Rate” means, with respect to any Unpaid Note, the rate per annum that is the lesser of (i) the one-year benchmark on the Municipal Market Data (MMD) AAA scale on the date the Note Legislation was authorized plus 400 basis points or (ii) the highest rate permitted by law.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banks in Columbus, Ohio or New York, New York are required or authorized by law to remain closed.

“Closing Date” means the date of issuance and delivery of the Notes.

“Escrow Funds” means any funds required to be held in a segregated escrow fund on behalf of the Treasurer with the Paying Agent pursuant to Section 2.02(a) of this Agreement.

“Issuer” means the Issuer as set forth in the recitals.

“Governing Body” means Village Council of the Issuer.

“Gross Purchase Price” means with respect to any Note, 100% of the face amount of such Note, plus interest accrued to its Maturity Date.

“Maturity Date” means September 12, 2024.

“Net Purchase Price” means, with respect to any Unpaid Note, the Gross Purchase Price less any amounts paid to the Treasurer relating to such Unpaid Note.

“Note Funding Date” means five (5) Business Days prior to the Maturity Date.

“Note Legislation” means, with respect to the Issuer, Ordinance No. 2023-____, passed on _____, 2023, by the Governing Body authorizing, among other things, the issuance of its Note and the execution and delivery of this Agreement.

“Notes” means the general obligation Notes of the Issuer identified, and in the aggregate amount set forth, in the preamble hereto.

“Notification Date” means thirty (30) days prior to the Maturity Date.

“Official Statement” means the official statement or other offering document, if any, authorized by the Issuer in connection with the offering of the Notes or Renewal Notes, as the case may be.

“Paying Agent” means the Paying Agent as set forth in the recitals.

“Paying Agent Agreement” means the agreement between the Issuer and the Paying Agent dated as of the date hereof.

“Potential Unpaid Note” means a Note for which the Issuer has not, by 1:00 o’clock p.m. Ohio time on the Note Funding Date (i) deposited sufficient funds in the appropriate account created with respect to the Note under the Paying Agent Agreement, to provide for the full payment of all amounts due on such Note on the Maturity Date or (ii) delivered to the Treasurer and Paying Agent a Renewal Certificate.

“Program” means the Ohio Market Access Program of the Treasurer.

“Program Materials” means the application to participate in the Program and related documents establishing the terms and conditions necessary to qualify for acceptance into the Program.

“Renewal Certificate” means a certificate stating that the Issuer has authorized renewal notes or bonds and has entered into a purchase agreement whereby such notes or bonds will be purchased and the proceeds thereof will be made available to retire the Notes at or prior to maturity.

“Renewal Date” means any date, mutually agreed to by the Issuer and the Treasurer, at least one (1) Business Day prior to the Maturity Date.

“Renewal Notes” has the meaning set forth in the Recitals.

“Renewal Note Legislation” means, with respect to the Issuer, collectively, (i) the Ordinance to be passed by the Governing Body authorizing, among other things, the issuance of the Renewal Notes and (ii) the related certificate of award.

“Renewal Note Rate” means, with respect to any Renewal Notes, the rate per annum that is the lesser of (i) the one-year benchmark on the Municipal Market Data (MMD) AAA scale on the date the Note Legislation was authorized plus 400 basis points or (ii) the highest rate permitted by law.

“Tax-exempt” shall mean, with respect to an obligation, that interest thereon is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

“Treasurer” means the Treasurer of the State of Ohio.

“Unpaid Note” has the meaning set forth in the Recitals.

SECTION 1.02 Use of Phrases. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set

forth in Section 1.01 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

SECTION 1.03 Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”.

SECTION 1.04 Legend. A Note contemplated pursuant to this Agreement shall have the following legend included on its face:

“The holder of this Note hereby consents to the registration of this Note in the name of the Treasurer of the State of Ohio (the “Treasurer”) upon the receipt from the Treasurer of the full payment of principal and interest due at maturity on such Note on or before the date of maturity, provided that, in the case of a note held in a book-entry system by a depository, the interest of the Treasurer shall be noted in accordance with the procedures established by the Depository. In the case of an unregistered Note, such registration in the name of the Treasurer of State shall be demonstrated by a notation on the face of this Note of such transfer of ownership.”

ARTICLE II. PURCHASE OF RENEWAL OR UNPAID NOTES

SECTION 2.01 Obligation to Purchase Renewal Notes.

(a) On the Notification Date, the Paying Agent shall send written notice by electronic means in compliance with Section 4.01 herein to the Treasurer and the Issuer in a form and substance substantially similar to **Exhibit A** hereof.

(b) Not later than 3:00 o'clock p.m. Ohio time on the Note Funding Date, the Paying Agent shall deliver written notice by electronic means to the Treasurer and the Issuer of the existence of a Potential Unpaid Note in a form and substance substantially similar to **Exhibit B** hereof. Upon receiving such notice, the Issuer shall take all actions that may be necessary, including, but not limited to, the conditions in Section 3.04 hereof, to authorize, execute, and deliver or cause to be delivered Renewal Notes to the Treasurer on the Renewal Date.

(c) The Treasurer's obligation to purchase Renewal Notes, as set forth in this Agreement, is unconditional and irrevocable, provided that (i) such obligation shall be limited to an obligation to purchase the Renewal Notes by the liquidity fund of the state treasury as an investment of interim funds of the State pursuant to Revised Code Section 135.143(A)(12), (ii) the Renewal Notes have been validly authorized, executed and delivered pursuant to Section 3.03 hereof and (iii) the conditions in Section 3.04 have been satisfied. The Treasurer's obligation to purchase Renewal Notes does not constitute a general obligation of the State or a pledge of the full faith and credit or taxing power of the State or any political subdivision thereof.

SECTION 2.02 Obligation to Purchase Unpaid Notes.

(a) The Treasurer shall cause the Gross Purchase Price of any Potential Unpaid Note to be delivered to the Paying Agent by wire transfer not later than 11:00 o'clock a.m. Ohio time on

the Renewal Date and the Paying Agent shall promptly confirm receipt of such funds by facsimile or electronic transmission to the Treasurer and shall hold the funds uninvested in a segregated escrow fund held on behalf of the Treasurer (the "Escrow Funds").

(b) On the Maturity Date, if the Issuer has not deposited the Gross Purchase Price of the Notes with the Paying Agent by 9:00 o'clock a.m. Ohio time, the Paying Agent shall send written notice by electronic means in compliance with Section 4.01 herein to the Treasurer and the Issuer in a form and substance substantially similar to **Exhibit C** hereof, and the Treasurer shall be obligated to purchase the Unpaid Note at the Gross Purchase Price thereof. The Paying Agent shall apply the Escrow Funds to purchase the Unpaid Notes, and upon such purchase, the Paying Agent shall register the Unpaid Note in the name of the Treasurer and, if required, make the appropriate notation on the face of the Unpaid Note pursuant to its terms and Section 1.04 hereto. If the Escrow Funds are not required under this Section 2.02(b), they shall be wired to the Treasurer's account within one (1) Business Day.

(c) The Treasurer's obligation to purchase Unpaid Notes, as set forth in this Agreement, is unconditional and irrevocable, provided that such obligation shall be limited to an obligation to purchase the Unpaid Notes by the liquidity fund of the state treasury as an investment of interim funds of the State pursuant to Revised Code Section 135.143(A)(12). The Treasurer's obligation to purchase Unpaid Notes does not constitute a general obligation of the State or a pledge of the full faith and credit or taxing power of the State or any political subdivision thereof.

SECTION 2.03 Required Actions Following Purchase of Unpaid Notes. Following purchase of the Unpaid Notes by the Treasurer pursuant to Section 2.02:

(a) The Unpaid Notes shall bear interest from and after the Maturity Date at the After Maturity Rate, until paid in full, as expressed on the face of the Note. The Issuer shall use its best efforts to make full and prompt payment of all amounts due on the Unpaid Notes. Payments made on Unpaid Notes by the Issuer shall be accounted for by the Treasurer until the Treasurer shall have received payment in an amount equal to the Net Purchase Price for the Unpaid Note plus interest on the entire principal balance thereof calculated at the After Maturity Rate, from the Maturity Date to the date of payment.

(b) Upon registration of the Unpaid Note in the name of the Treasurer, or if unregistered, upon satisfaction of the terms of Section 1.04 and 2.02 herein and delivery of the Unpaid Note to the Treasurer at the address provided pursuant to Section 4.01 herein, the obligations of the Paying Agent under this Agreement shall be deemed satisfied in full.

SECTION 2.04 Remedies. The Treasurer shall have such remedies as are specified in the Note and as are available under applicable law, including but not limited to ORC section 321.35, for collection of unpaid amounts.

In the case of an Unpaid Note not held in a book-entry system in the custody of a depository, upon receipt of payment in full of all amounts due with respect to an Unpaid Note, the

Treasurer shall cancel the Unpaid Note, and return the Unpaid Note marked "Paid in Full," to the Issuer.

In the case of an Unpaid Note held in a book-entry system in the custody of a depository, the Treasurer's interest in such Note shall be terminated in accordance with the procedures established by the depository.

SECTION 2.05 Fees. The Treasurer shall receive, as compensation for the agreements and covenants entered into herein, a fee in the amount of Zero Dollars (\$-0-) plus expenses incurred relating to the execution of this Agreement, to be paid from proceeds of the sale of the Note. The fee shall be due and payable by the Issuer concurrently with the delivery of the Note to the Paying Agent.

ARTICLE III. TERMS OF PURCHASE OF RENEWAL NOTES

In the event that the Treasurer purchases a Renewal Note of the Issuer pursuant to Section 2.01(b) hereof, the Treasurer and the Issuer agree as follows, in consideration of their mutual covenants and agreements:

SECTION 3.01 Terms of the Renewal Note. Upon the terms and conditions and upon the basis of the representations set forth herein, the Treasurer hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Treasurer, all (but not less than all) of the Renewal Notes at the Gross Purchase Price. The Renewal Note shall (a) bear interest (computed on the basis of a 365- or 366-day year, as applicable) at the Renewal Note Rate, payable at maturity, as set forth in a certificate of award, (b) be dated as of the Renewal Date, and, (c) unless alternate terms are authorized by written consent of the Treasurer, shall be in a principal amount not in excess of (i) the Gross Purchase Price of the Notes or (ii) 100% of the par amount of the Renewal Notes. The Renewal Notes shall mature not more than one year after the Renewal Date and shall be prepayable at any time with thirty (30) days written notice in compliance with Section 4.01 herein to the Treasurer at a price of par plus accrued interest to the date of prepayment.

SECTION 3.02 Issuer Representations and Warranties. The Issuer represents, warrants, covenants and agrees with the Treasurer that:

(a) The Issuer is and will be at the Closing Date, duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio and has full power and authority thereunder and under the Renewal Note Legislation: (i) to issue, sell and deliver the Notes to their original purchaser; (ii) to sell and deliver the Renewal Notes to the Treasurer as provided in Article III herein and (iii) to carry out and consummate all transactions contemplated by this Agreement and the Notes;

(b) When delivered to and paid for by the Treasurer on the Renewal Date in accordance with the provisions hereof, the Renewal Notes will have been duly authorized, executed, issued and delivered and will constitute legal, valid and binding obligations of the Issuer payable from the same sources as the Notes issued under the Note Legislation;

(c) The execution and delivery of the Renewal Notes, and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, will not (i) violate the Constitution or laws of the State of Ohio, or any existing law, rule, regulation, order, writ, judgment, injunction, decree, or determination of any court, regulatory agency or other governmental unit by which the Issuer is bound, or (ii) conflict with, result in a breach of, or constitute a default under any existing resolution, indenture of trust or mortgage, loan or credit agreement, or any other existing agreement or instrument to which the Issuer is a party or by which the Issuer may be bound;

(d) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer, which in any way questions the powers of the Issuer referred to in paragraph (a) above, or the validity of any proceedings taken by the Issuer in connection with the issuance of the Notes, or wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, this Agreement, the Notes, the Renewal Notes or the documents signed or to be signed by the Issuer in connection with the issuance of the Notes or the Renewal Notes;

(e) The Issuer has (i) duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Notes, and (ii) prior to their issuance, the Issuer shall have duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Renewal Notes; and

(f) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Notes have been obtained.

SECTION 3.03 Delivery of the Renewal Note. No later than 9:00 o'clock a.m. Ohio time on the Renewal Date, or such earlier time as the Issuer and the Treasurer shall mutually agree upon, (a) the Issuer will deliver or cause to be delivered to the Paying Agent for registration at such place as the Issuer and the Paying Agent may mutually agree upon, the Renewal Notes in definitive form, duly executed by the Issuer; and (b) the Treasurer will wire or cause to be delivered to an account designated by the Issuer, the purchase price of the Renewal Notes, in immediately available funds, or such other funds or method of payment as may be mutually agreed upon by the Issuer, the Treasurer and the Paying Agent; provided that such purchase price shall be no more than the Gross Purchase Price of the Notes unless the Treasurer shall agree in writing otherwise.

SECTION 3.04 Conditions to Closing. The Treasurer has entered into this Agreement in reliance upon the Issuer's representations and agreements herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Renewal Date. The Treasurer's obligations under Section 2.01 and Article III of this Agreement are and shall be subject to the following further conditions (any or all of which may be waived by the Treasurer in its discretion):

(a) At the Renewal Date, the Issuer shall have duly passed and there shall be in full force and effect such legislation as, in the opinion of a nationally recognized bond counsel, shall be necessary in connection with the transactions contemplated hereby;

(b) The Treasurer shall have the right to cancel its obligation under Section 2.01(b) and Article III herein to purchase the Renewal Notes if any of the documents, certificates or opinions to be delivered to the Treasurer hereunder is not delivered on the Renewal Date, or if, between the date hereof and the Renewal Date, legislation shall have been enacted by the Congress of the United States to become effective on or prior to the Renewal Date, or a decision of a court of the United States shall be rendered, or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction over the subject matter shall be issued or made, to the effect that the issuance, sale and delivery of the Renewal Notes, or any other obligations of any similar public body of the general character of the Issuer, is in violation of the Securities Act of 1933, as amended, or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Renewal Notes as contemplated hereby or of obligations of the general character of the Renewal Notes; and

(c) On the Renewal Date, the Treasurer shall receive the following documents:

(1) One executed or certified copy of the Renewal Note Legislation;

(2) A certificate, dated as of the Renewal Date, duly executed by the fiscal officer of the Governing Body to the effect that there are no pending, or to their knowledge, threatened legal proceedings which will materially adversely affect the transactions contemplated hereby or the validity or enforceability of the Renewal Notes;

(3) One original transcript of all proceedings relating to the authorization and issuance of the Renewal Notes;

(4) An opinion of nationally recognized bond counsel dated the Renewal Date stating that the Renewal Notes have been validly issued, interest is excluded from gross income for federal income tax purposes, and the Renewal Notes are exempted from registration under the 1933 Act, each to the same extent that interest on the Notes is so excluded; and

(5) Such additional legal opinions, certificates, proceedings, instruments, and other documents, as the Treasurer or its counsel may reasonably request to evidence compliance by the Issuer with legal requirements relating to the issuance of the Renewal Notes, the truth and accuracy, as of the Renewal Date, of all representations herein contained and the due performance or satisfaction by the Issuer at or prior to such date of all agreements then to be performed and all conditions then to be satisfied as contemplated hereunder.

If the Issuer shall be unable to satisfy the conditions to the Treasurer's obligations contained in this Article III, the Treasurer's obligations under Section 2.01 shall be terminated and the Treasurer's obligations under Section 2.02 shall be effected.

ARTICLE IV.
MISCELLANEOUS

SECTION 4.01 Notices. Except as otherwise specified in this Agreement, all notices, requests and other communications provided for hereunder shall be in electronic, telephonic or written form and shall be given to the party to whom sent, addressed to it, at its address, telephone, facsimile number or similar electronic means set forth below or such other address, telephone, facsimile number or similar electronic means as such party may hereafter specify for the purpose by notice to the other parties set forth below. Each such notice, request or communication shall be effective (i) if given by telephone, facsimile or similar electronic means, when such communication is transmitted to the address specified below and any appropriate answer back is received, (ii) if given by mail, three (3) Business Days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (iii) if given by any other means, when delivered at the address specified below:

- (a) if to the Treasurer:

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department
Telephone No.: (614) 466-3511
Facsimile No.: (614) 466-2499
OMAP@tos.ohio.gov and Investments@tos.ohio.gov

- (b) if to the Issuer:

Village of Oakwood, Ohio
24800 Broadway
Oakwood, Ohio 44146
Attention: Brian L. Thompson, Director of Finance
Telephone No.: (440) 232-6776
Facsimile No.: (440) 232-9505
bthompson@oakwoodvillage.com

- (c) if to the Paying Agent:

U.S. Bank Trust Company, National Association
1350 Euclid Avenue, 11th Floor
CN-OH-RN11
Cleveland, Ohio 44115
Attention: Corporate Trust Services
Telephone No.: (216) 623-5987
Facsimile No.: (216) 623-9202
david.schlabach@usbank.com

or (iv) in any of the foregoing cases, at such other address, telephone, facsimile number or similar electronic means as the addressee may hereafter specify for the purpose in a notice to the other party.

SECTION 4.02 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio.

SECTION 4.03 Paying Agent. The Paying Agent shall be entitled to the same protections in so acting under this Agreement as it has in acting as Paying Agent under the Paying Agent Agreement. The Paying Agent's obligations under this Agreement shall be deemed satisfied in full upon satisfaction of the conditions in Section 2.03(b) herein or upon the Note being retired.

SECTION 4.04 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

SECTION 4.05 Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity or enforceability or non-authorization of such provision in any other jurisdiction and the remaining portion of such provision and all other remaining provisions will be construed to render them enforceable to the fullest extent.

SECTION 4.06 Business Days. If any payment under this Agreement shall be specified to be made upon a day which is not a Business Day, it shall be made on the next succeeding day which is a Business Day and such extension of time shall in such case be included in computing interest, if any, in connection with such payment.

SECTION 4.07 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

[Signature Page Immediately Follows]

[Signature Page to the Standby Note Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and delivered by their respective duly authorized officers as of the date hereof.

TREASURER OF THE STATE OF OHIO
“Treasurer”

By: _____
Name: _____
Title: _____

VILLAGE OF OAKWOOD, OHIO
“Issuer”

By: _____
Name: Brian L. Thompson
Title: Director of Finance

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
“Paying Agent”

By: _____
Name: _____
Title: _____

EXHIBIT A
Form of Notification Date Notice

[Notification Date]

Village of Oakwood, Ohio
24800 Broadway
Oakwood, OH 44146
Attention: Brian L. Thomson, Director of Finance

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program

This notice is related to the Notes enrolled in the Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), each as defined in the Standby Note Purchase Agreement dated as of September 13, 2023 (the "Agreement"), among the Treasurer of the State of Ohio (the "Treasurer"), the Village of Oakwood, Ohio (the "Issuer"), and U.S. Bank Trust Company, National Association (the "Paying Agent").

Pursuant to the Agreement, the Issuer is required to satisfy the following requirements no later than September __, 2024:

(1) Deposit with the Paying Agent sufficient funds for full payment of all amounts due on the Note on September 12, 2024; or

(2) Deliver to the Treasurer and Paying Agent a certificate stating that the Issuer has authorized renewal notes or bonds and has entered into a purchase agreement whereby such notes or bonds will be purchased and the proceeds thereof will be made available to retire the Notes at or prior to September 12, 2024.

If there are any questions about satisfying the above referenced requirements, please contact the office of the Treasurer as soon as possible.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: Exhibit – Not for Signature

Name: _____

Title _____

EXHIBIT B
Form of Potential Unpaid Note Notice

_____, 2024

Village of Oakwood, Ohio
24800 Broadway
Oakwood, OH 44146
Attention: Brian L. Thomson, Director of Finance

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program Notes

This notice is related to the Notes enrolled in the Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), each as defined in the Standby Note Purchase Agreement dated as of September 13, 2023 (the "Agreement") among the Treasurer of the State of Ohio (the "Treasurer"), the Village of Oakwood, Ohio (the "Issuer"), and U.S. Bank Trust Company, National Association (the "Paying Agent").

The Issuer has failed to either deposit with the Paying Agent sufficient funds to provide for full payment of all amounts due on the Note on September 12, 2024, or deliver to the Treasurer and Paying Agent a Renewal Certificate.

Pursuant to the Agreement, the Issuer is required to take all actions that may be necessary, including, but not limited to, the conditions in Section 3.04 of the Agreement, to authorize, execute and deliver or cause to be delivered Renewal Notes to the Treasurer on the Renewal Date.

Please contact the office of the Treasurer immediately.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: Exhibit – Not for Signature

Name: _____

Title: _____

EXHIBIT C
Form of Maturity Date Notice

_____, 2024

Village of Oakwood, Ohio
24800 Broadway
Oakwood, OH 44146
Attention: Brian L. Thomson, Director of Finance

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program Notes

This notice is related to the Notes enrolled in the Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), each as defined in the Standby Note Purchase Agreement dated as of September 13, 2023 (the "Agreement"), among the Treasurer of the State of Ohio (the "Treasurer"), the Village of Oakwood, Ohio (the "Issuer"), and U.S. Bank Trust Company, National Association (the "Paying Agent").

The Issuer has failed to deposit with the Paying Agent sufficient funds for full payment of all amounts due on the Note on the date hereof.

Funds of the Treasurer have been applied to purchase the Note, the Note has been registered in the name of the Treasurer, and the Note will bear interest at [After Maturity Rate] and will be payable to the Treasurer.

Please contact the office of the Treasurer immediately.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: Exhibit – Not for Signature

Name: _____

Title _____

\$1,655,000
Village of Oakwood, Ohio
Various Purpose Notes, Series 2023

PAYING AGENT AGREEMENT

This Paying Agent Agreement (this “Agreement”), is entered into as of September 13, 2023, between the Village of Oakwood, Ohio (the “Issuer”) and U.S. Bank Trust Company, National Association (the “Paying Agent”).

WHEREAS the Issuer has duly authorized and provided for the issuance of its \$1,655,000 Various Purpose Notes, Series 2023 (the “Notes”);

WHEREAS the Issuer will ensure that all things necessary to make the Notes the valid obligations of the Issuer will be done upon the issuance and delivery thereof;

WHEREAS the Issuer wishes to appoint a paying agent for the purpose of paying the principal of and interest on the Notes, in accordance with the terms of the Notes and to act as paying agent under that certain Standby Note Purchase Agreement (the “SNPA”) among the Issuer, The Treasurer of the State of Ohio (the “Treasurer”) and the Paying Agent; and

WHEREAS the Paying Agent agrees to serve in such capacities for and on behalf of the Issuer;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF PAYING AGENT

1.1. The Issuer hereby appoints U.S. Bank Trust Company, National Association as Paying Agent with respect to the Notes, to pay to the owners or holders of the Notes (the “Holders”) in accordance the terms of the Notes and Ordinance No. 2023-____, passed by the Village Council of the Issuer on _____, 2023 (the “Authorizing Document”), and this Agreement the principal of and interest on all or any of the Notes and to take all actions of the Paying Agent under the terms of the SNPA.

1.2. U.S. Bank Trust Company, National Association hereby accepts its appointment, and agrees to act as Paying Agent.

1.3. As compensation for the Paying Agent’s services hereunder and under the SNPA, the Issuer agrees to pay the Paying Agent a fee of \$1,000.00 on the date hereof and if the Paying Agent is required to deliver the notice required under Section 2.01(b) of the SNPA with respect to a Potential Unpaid Note (as defined therein) an additional fee of \$500.00.

ARTICLE TWO

PAYING AGENT

2.1. Provided that sufficient funds have been provided to the Paying Agent for such purpose by or on behalf of the Issuer, the Paying Agent shall, on behalf of the Issuer, pay to the owners or holders of the Notes the principal of and interest on each Note in accordance with the terms of the Notes and the Authorizing Document. Payment to owners or holders on applicable payment dates is conditioned upon the Issuer depositing with the Paying Agent funds sufficient to pay principal or interest as required under 2.2 below.

2.2. The Issuer hereby agrees to provide the Paying Agent with sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least 3 business days prior to payment date and (2) payment by wire must be received by Paying Agent no later than 10:30 a.m. Ohio time on the payment date.

ARTICLE THREE

REGISTRAR

3.1. The Notes will be initially registered and delivered (FAST) to the Depository Trust Company for the account of the purchaser designated by the Issuer.

3.2. The Paying Agent shall provide for the proper registration of transfer, exchange and replacement of the Notes in accordance with the Authorizing Document. Every Note surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Paying Agent, duly executed by the Holder thereof or his/her attorney duly authorized in writing. The Paying Agent may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

3.3 The Paying Agent will maintain its records as registrar in accordance with the Authorizing Document and the Paying Agent's general practices and procedures in effect from time to time.

3.4. The Issuer acknowledges that if the Treasurer is required to purchase Unpaid Notes under the terms of the SNPA the Paying Agent is required to cause a fully registered Note to be provided to the Treasurer. On the date hereof, the Issuer agrees to provide the Paying Agent an unauthenticated Note to facilitate any such transfer. The Paying Agent agrees that it will maintain such unauthenticated Note in safekeeping.

ARTICLE FOUR

GENERAL MATTERS

4.1. The Paying Agent undertakes to perform the duties set forth herein and the duties of the Paying Agent set forth in this Agreement and the SNPA. No implied duties or obligations shall be read into this Agreement or the SNPA against the Paying Agent. The Paying Agent hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Notes to pay the same as they shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Paying Agent to function as Paying Agent.

4.2. (a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the Issuer.

(b) No provision of this Agreement shall be construed to relieve the Paying Agent from liability for its negligent action, its negligent failure to act, or its willful misconduct, except that no provision of this Agreement or the SNPA shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder or under the SNPA, or in the exercise of any of its rights or powers.

(c) The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent need not examine the ownership of any Note, but shall be protected in acting upon receipt of Notes containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or agent of the Holder.

(d) The Paying Agent may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(e) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

4.3. Money held by the Paying Agent hereunder need not be segregated from other funds. The Paying Agent shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Paying Agent for the payment of the principal, redemption premium (if any) or interest on any Note and remaining unclaimed, by the Holder (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If

funds are returned to the Issuer, the Issuer and the Paying Agent agree that the Holder of such Note shall thereafter look only to the Issuer for payment thereof, and that all liability of the Paying Agent with respect to such moneys shall thereupon cease.

4.4. The Paying Agent may engage in or be interested in any financial or other transaction with the Issuer.

4.5. The Issuer and the Paying Agent agree that the Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Paying Agent further agree that the Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

5.1. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

5.2. This Agreement may not be assigned by either party without the prior written consent of the other party.

5.3. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Paying Agent shall be mailed, faxed, sent pdf or delivered to the Issuer or the Paying Agent, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer:	Village of Oakwood, Ohio 24800 Broadway Oakwood, OH 44146 Attention: Director of Finance
-------------------	---

If to the Paying Agent:	U.S. Bank Trust Company, National Association 1350 Euclid Avenue, 11 th Floor CN-OH-RN-11 Cleveland, OH 44115 Attn: Corporate Trust Services
-------------------------	---

5.4. The Article headings herein are for convenience of reference only and shall not affect the construction hereof.

5.5 All covenants and agreements herein by the Issuer and the Paying Agent shall bind their successors and assigns, whether so expressed or not.

5.6. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

5.7. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

5.8. This Agreement and the SNPA shall constitute the entire agreement between the parties hereto relative to the Paying Agent acting as Paying Agent and registrar.

5.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

5.10. This Agreement shall be effective from and after its date and until the earliest of (i) the date the Paying Agent resigns, (ii) the date any Notes are registered in the name of the Treasurer, or (iii) the date all of the Notes have been paid in full; provided, however, that no such termination provided for in clause (i) shall be effective until a successor has been appointed and has accepted the duties of the Paying Agent hereunder and under the SNPA.

The Paying Agent may resign at any time by giving written notice thereof to the Issuer. If the Paying Agent shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Registrar. If an instrument of acceptance by a successor Paying Agent and Registrar shall not have been delivered to the Paying Agent within thirty (30) days after the Paying Agent gives notice of resignation, the Paying Agent may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and registrar. In the event of resignation of the Paying Agent as Paying Agent and registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Paying Agent hereunder the Paying Agent shall deliver to the Issuer or its designee all funds and unauthenticated Notes.

5.11. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Ohio.

5.12. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Paying Agent will ask for documentation to verify its formation and existence as a legal entity. The Paying Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, all as of the date and year first above written.

ISSUER:

PAYING AGENT:

VILLAGE OF OAKWOOD, OHIO

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: _____
Director of Finance

By: _____
Name: _____
Title: _____

FISCAL OFFICER'S CERTIFICATE

TO THE COUNCIL OF THE VILLAGE OF OAKWOOD, OHIO:

As fiscal officer of the Village of Oakwood, Ohio, I certify in connection with your proposed issue of \$1,655,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), for the purpose of paying costs of (i) improving streets and roads in the Village by reconstructing, resurfacing, grading, draining, curbing, paving, constructing storm sewers and related facilities and making other improvements as designated in the plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (the 2009 Street improvement) (\$255,000 of the Notes), (ii) acquiring, remodeling, renovating, furnishing and equipping a building to house Village Service Department functions and improving its site (the 2009 Service Department improvement) (\$175,000 of the Notes), (iii) improving streets and roads in the Village by reconstructing, resurfacing, grading, draining, curbing, paving, constructing storm sewers and related facilities and making other improvements as designated in the plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (the 2010 Street improvement) (\$695,000 of the Notes), (iv) improving streets and roads in the Village by reconstructing, resurfacing, grading, draining, curbing, paving, constructing storm sewers and related facilities and making other improvements as designated in the plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (the 2011 Street improvement) (\$360,000 of the Notes), (v) acquiring motor vehicles for use by the Village's Police Department, together with the necessary appurtenances thereto (the 2015 Vehicle improvement) (\$10,000 of the Notes), (vi) remodeling, renovating, installing lighting and otherwise improving the Village's Community Center (the 2018 Community Center improvement) (\$35,000 of the Notes), (vii) acquiring real estate for Village purposes (the 2018 Real Estate improvement) (\$30,000 of the Notes), (viii) resurfacing streets and roads in the Village with asphalt as designated in the plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (the 2018 Street improvement) (\$25,000 of the Notes), (ix) acquiring solid waste and recycling containers for use in refuse collection (the 2018 Recycling Container improvement) (\$25,000 of the Notes) and (x) resurfacing Forbes Road from Northfield Road to Broadway Avenue in accordance with plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (the 2020 Forbes Road improvement, and, collectively with the 2009 Street improvement, the 2009 Service Department improvement, the 2010 Street improvement, the 2011 Street improvement, the 2015 Vehicle improvement, the 2018 Community Center improvement, the 2018 Real Estate improvement, the 2018 Street improvement and the 2018 Recycling Container improvement, the improvements) (\$45,000 of the Notes), that:

1. The estimated life or period of usefulness of the improvements is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is (i) 20 years as to the portions of the Bonds related to the 2009 Street improvement, the 2010 Street improvement, the 2011 Street improvement and the 2018 Community Center improvement, (ii) 25 years as to the portion of the Bonds related to the 2009 Service

Department improvement, (iii) five years as to the portions of the Bonds related to the 2015 Vehicle improvement and the 2018 Recycling Container improvement, (iv) 30 years as to the portion of the Bonds related to the 2018 Real Estate improvement and (v) 15 years as to the portion of the Bonds related to the 2018 Street improvement and the 2020 Forbes Road improvement. If notes in anticipation of the related Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the related Bonds. Thus, the maximum maturity of the Bonds related to the (A) 2009 Street improvement is 10 years, (B) 2009 Service Department improvement is 15 years, (C) 2010 Street improvement is 11 years, (D) 2011 Street improvement is 12 years, (E) 2015 Vehicle improvement is one year, (F) 2018 Community Center improvement is 19 years, (G) 2018 Real Estate improvement is 29 years, (H) 2018 Street improvement is 14 years and (I) 2018 Recycling Container improvement is four years.

3. The maximum maturity of the Notes is (i) October 7, 2029, as to the portions of the Notes related to the 2009 Street improvement and the 2009 Service Department improvement, which date is 20 years from October 7, 2009, the date of issuance of the original notes issued for those purposes, (ii) October 6, 2030, as to the portion of the Notes related to the 2010 Street improvement, which date is 20 years from October 6, 2010, the date of issuance of the original notes issued for that purpose, (iii) October 5, 2031, as to the portion of the Notes related to the 2011 Street improvement, which date is 20 years from October 5, 2011, the date of issuance of the original notes issued for that purpose, (iv) September 23, 2025, as to the portion of the Notes related to the 2015 Vehicle improvement, which date is 10 years from September 23, 2015, the date of issuance of the original notes issued for that purpose, (v) September 19, 2038, as to the portion of the Notes related to the 2018 Community Center improvement, the 2018 Real Estate improvement and the 2018 Street improvement, which date is 20 years from September 19, 2018, the date of issuance of the original notes issued for those purposes, (vi) September 19, 2028, as to the portion of the Notes related to the 2018 Recycling Container improvement, which date is 10 years from September 19, 2018, the date of issuance of the original notes issued for that purpose, and (vii) September 16, 2040, as to the portion of the Notes related to the 2020 Forbes Road improvement, which date is 20 years from September 16, 2020, the date of issuance of the original notes issued for that purpose.

Dated: _____, 2023

Director of Finance
Village of Oakwood, Ohio

ORDINANCE NO. 2023- 29

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING CHANGE ORDER NO. 1 FOR VANDRA BROTHERS CONSTRUCTION, INC., INCREASING THE CONTRACT BY AN AMOUNT NOT TO EXCEED \$55,245.00, FOR THE FAIR OAKS ROAD REHABILITATION PROJECT IN THE VILLAGE OF OAKWOOD AND DECLARING AN EMERGENCY

WHEREAS, the Village Engineer and Service Director had notified the Mayor and Council that the Fair Oaks Road pavement is in a failed condition; and

WHEREAS, the Village Engineer had notified the Mayor and Council that the Fair Oaks Road and Alexander Road intersection will require the installation of a traffic signal to address future commercial development; and

WHEREAS, on October 27, 2020, Council had, by Resolution 2020-85, authorized the Mayor to make application to the District One Public Works Integrating Committee and the Ohio Public Works Commission for financial assistance for the Fair Oaks Road Resurfacing and Signal Project; and,

WHEREAS, the Ohio Public Works Commission had advised the Mayor and the Village Engineer that it will provide financial assistance for the Fair Oaks Road Resurfacing and Signal Project in the form of a grant/loan combination in the amount of Seven Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars and Zero Cents (\$749,999.00); and,

WHEREAS, the Village Engineer and Service Director have recommended to the Mayor and Council that the Village Engineer be authorized to begin the preparation of plans and specifications and to advertise for bids for the Fair Oaks Road Resurfacing and Signal Project in order to provide for the safety of the travelling public; and

WHEREAS, on June 24, 2021, Council had, by Resolution 2021-46, authorized the Village Engineer to begin the preparation of plans and specifications for the Fair Oaks Road Resurfacing and Signal Project and to provide advertising for bids for said project in the Village of Oakwood; and

WHEREAS, on March 8, 2022, Council had, by Resolution 2022-11, authorized the Mayor to enter into a Project Development Agreement with Kroger Fulfillment Network Inc. and Kroger Co. for the development of a 28.3-acre parcel with direct access onto Alexander Road at the Fair Oaks Road intersection; and

WHEREAS, the Project Development Agreement with Kroger Fulfillment Network Inc. and Kroger Co. included provisions for a two lane public roadway providing access to the development site at Alexander Road to be constructed by Kroger Co. to Village standards, at its cost to be completed by December 22, 2022; and

WHEREAS, the Project Development Agreement with Kroger Fulfillment Network Inc. and Kroger Co. included provisions for signalization and the realignment of Fair Oaks Road at Alexander Road to be paid for by the Village of Oakwood as reduced by any grants secured through good faith efforts by the Village and Kroger Co.; and

WHEREAS, the Village of Oakwood and Kroger Co. secured a grant commitment from the Ohio Department of Transportation (ODOT) Jobs & Commerce funding program which included funding for the signalization and the realignment of Fair Oaks Road at Alexander Road; and

WHEREAS, the Village Engineer coordinated with Kroger Fulfillment Network Inc. and Kroger Co. to include the construction of signalization and the realignment of Fair Oaks Road into the Fair Oaks Road Resurfacing and Signal Project; and

WHEREAS, the bids for the Fair Oaks Road Resurfacing and Signal Project were opened on July 22, 2022, with all bids exceeding the Engineer's Estimate by ten percent (10%) which resulted in the Engineer recommending to not award the contract; and

WHEREAS, at the time of the July 22, 2022, bid opening for the Fair Oaks Road Resurfacing and Signal Project, Kroger had not submitted final plans for approval, or permitting, to the Village Engineer for the construction of a two-lane public roadway providing access to the development site at Alexander Road; and

WHEREAS, on November 9th, 2022, Council had, by Resolution 2022-59, authorized the Mayor to enter into agreements to accept funding from the Cuyahoga County District 6 ARPA Community Grant Fund in the amount of \$250,000.00 to the Village of Oakwood for the Fair Oaks Road Rehabilitation Project; and

WHEREAS, on December 23, 2022, the Village Engineer confirmed that the Kroger Co. had not submitted final plans for approval, or permitting, for the construction of a two-lane public roadway providing access to the development site at Alexander Road, which was to be constructed by December 22, 2022, per the terms of the Project Development Agreement with Kroger Fulfillment Network Inc. and Kroger Co.; and

WHEREAS, upon reviewing the Project Development Agreement and committed funding sources with the Mayor and the Law Director, the Village Engineer determined that it would be in the best interest of the Village of Oakwood to remove the construction of signalization and the realignment of Fair Oaks Road from the Fair Oaks Road Resurfacing and Signal Project until funding sources specific to the work were identified and committed; and

WHEREAS, the bids for the Fair Oaks Road Rehabilitation Project were opened on May 18, 2023 at Oakwood Village Hall; and

WHEREAS, on July 10, 2023, the Oakwood Village Board of Control authorized the Mayor and the Village Engineer to enter into a contract with Vandra Brothers Construction, Inc. for the Fair Oaks Road Rehabilitation Project in the amount of Eight Hundred Nine Thousand Six Hundred Fifty Dollars and Zero Cents (\$809,650.00); and

WHEREAS, Vandra Brothers Construction, Inc. began construction on the Fair Oaks Road Rehabilitation Project on August 7, 2023 and is permitted to close Fair Oaks Road to all traffic until no later than October 6, 2023; and

WHEREAS, on August 14, 2023, the Village Engineer confirmed that the Kroger Co. has not submitted final plans for approval, or permitting, for the construction of a two-lane public roadway providing access to the development site at Alexander Road; and

WHEREAS, the Village Engineer is recommending that the approximately four hundred fifty feet section of Fair Oaks Road immediately north of the Alexander Road intersection, which had been deleted as part of the Fair Oaks Road Rehabilitation Project, be included in the Project in order to allow for the correction of deficiencies in the existing roadway and preserve the health, safety and welfare of the inhabitants of the Village of Oakwood and motorists utilizing Fair Oaks Road.

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

SECTION 1. The Council of the Village of Oakwood hereby authorizes Change Order No. 1 for Vandra Brothers Construction, Inc, to increase the contract for the Fair Oaks Road Rehabilitation Project in the amount not to exceed Fifty Five Thousand Two Hundred Forty Five Dollars and Zero Cents (\$55,245.00)

as required to repair and resurface the approximately four hundred fifty feet long section of Fair Oaks Road located immediately north of the Alexander Road intersection which had been deleted as part of the Fair Oaks Road Rehabilitation Project.

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

PASSED: _____
Johnnie A. Warren, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2023-29 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2023.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2023-29 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 the Council of the said Village.

Tanya Joseph, Clerk of Council

DATED: _____

RESOLUTION NO. 2023-30

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION IN COMMEMORATION OF ELOISE HUNT'S 75TH BIRTHDAY

WHEREAS, On this 18th day of August 2023, the Council and Administration of the Village of Oakwood wishes to celebrate the 75th (seventy-fifth) birthday of Eloise Hurt. She has resided in the Village of Oakwood for 48 (forty-eight) years; and

WHEREAS, during this time Eloise and her family have displayed a deep concern and love for their neighbors; and

WHEREAS, Sharing vegetables from the garden, to reaching out to neighbors in their time of illness, or bereavement. We can always count on Eloise; and

WHEREAS, Eloise and Bob (Robert), her loving husband, have made their property a show place here in the Village of Oakwood; and

WHEREAS, As an original member of the Cape Cod Homeowners Association, Eloise has played a pivotal role in establishing the bylaws for maintenance and beautification of this community; 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 Eloise the best and continued health and happiness for many years to come.

SECTION 2. The Clerk of Council is hereby authorized to present a copy of this resolution to Eloise Hunt.

SECTION 3. This Resolution shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

Johnnie A. Warren, President of Council

Tanya A. Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2023-30 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2023.

Tanya A. Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2023-30 was duly posted on the _____ day of _____, 2023, and will remain posted in accordance with the Oakwood Village Charter

Tanya A. Joseph, Clerk of Council

DATED: _____

RESOLUTION

A RESOLUTION IN COMMEMORATION OF ELOISE HUNT'S 75TH BIRTHDAY



WHEREAS, On this 18th day of August 2023, the Council and Administration of the Village of Oakwood wishes to celebrate the 75th (seventy-fifth) birthday of Eloise Hunt. She has resided in the Village of Oakwood for 48 (forty-eight) years; and

WHEREAS, during this time Eloise and her family have displayed a deep concern and love for their neighbors; and

WHEREAS, sharing vegetables from the garden, to reaching out to neighbors in their time of illness, or bereavement. We can always count on Eloise; and

WHEREAS, Eloise and Bob (Robert), her loving husband, have made their property a show place here in the Village of Oakwood; and

WHEREAS, As an original member of the Cape Cod Homeowners Association, Eloise has played a pivotal role in establishing the bylaws for maintenance and beautification of this community; and

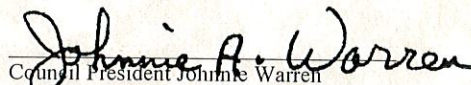
NOW THEREFORE LET IT BE RESOLVED THAT, by the Village of Oakwood, County of Cuyahoga, and State of Ohio, that:

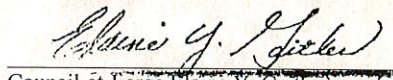
SECTION 1. The Village Council and Mayor wish Eloise the best and continued health and happiness for many years to come.

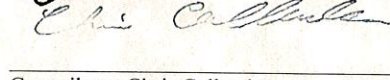
SECTION 2. The Clerk of Council is hereby authorized to present a copy of this resolution to Eloise Hunt.

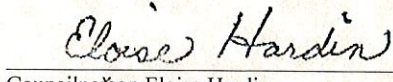
SECTION 3. This Resolution shall be in full force and effect from and after the earliest period allowed by law.

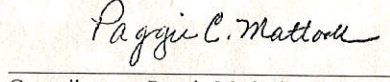

Mayor Gary V. Gottschalk

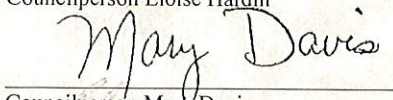

Council President Johnnie Warren

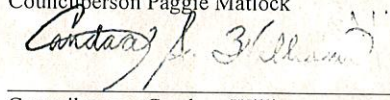

Council-at-Large Elaine Y. Gaither

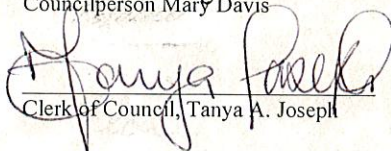

Councilman Chris Callender


Councilperson Eloise Hardin


Councilperson Paggie Matlock


Councilperson Mary Davis


Councilperson Candace Williams


Clerk of Council, Tanya A. Joseph



VILLAGE OF OAKWOOD
FINANCE MEETING
2023-07-11

ATTENDANCE

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

Brian L. Thompson– Finance Director

ABSENT

Candace Williams, Ward 5
Gary V Gottschalk, Mayor
James Climer, Law Director
Mark Garratt, Police Department
Dave Tapp – Fire Department

Tom Haba, Service Director
Ed Hren, Village Engineer
Ross Cirincione, Prosecutor
Daniel Marinucci, Chief Bldg. Official
Carlean Perez – Recreation Director

** Arrived after roll call*

Meeting opened 6:05 p.m. by Warren

Pledge of Allegiance

Roll Call taken

Warren: For the record we can acknowledge the illustrious Christopher Callender has graced us with his presence. Ok, Mr. Thompson you are on. **Thompson:** Thank you Mr. chairman. A couple of items tonight in our finance meeting. First, I want to review the tax budget, the annual piece of business we conduct with the county every year and I have the exhibits before you. I always try to provide a F.Y.I about what the tax budget does for the State of Ohio. The annual Tax Budget serves the municipality in three ways: The annual tax budget prepared by a municipality allows the auditor of the county to set property tax rates. This action affects only those funds that have property tax as a source of revenue. (i.e., General Fund, Police Pension etc.,). Those funds that do not rely on property taxes as a source of revenue are still reported on the tax budget as a means to simply apprise Council that the fund(s) exist. The tax budget also sets the rate that will be used for payment of any debt obligation. Two, it allows the municipality to participate in the distribution of the local government funds, which is a form of State Revenue sharing. Three, it produces a “Certificate of Estimated Resources” which documents controls the appropriations of the Council. Since this document can be changed virtually at will, it does not really control much. The annual Tax Budget does not do the following: it does not appropriate anything for the current or coming year, it does not commit the municipality to any of the figures in the budget with the exception of revenues generated from property taxes and the amounts of money used to pay down debt obligation, it makes no assumptions to next year’s capital improvement budget. Question: why are the Auditors interested in the tax budget? The answer is the annual tax budget provides the auditors with information applicable to property taxes and debt obligation of a community. So, behind that is just a preliminary cover sheet that goes with the budget, the next sheet that says Division of Taxes Levied. Maximum rate that’s been in place for years. If you remember every year, we kind of sign a resolution that has these rates on it and I submit

it back to the county, these are some of the projected amounts resulting from those tax rates. **Davis:** This Division on Taxes Levied, for example the Police one, doesn't have a date. I am just curious, are you talking about for 2024, is that what it would be? **Thompson:** Yes, it all should be there. I can plug those in, it's kind of just the assumption. **Warren:** It actually says tax year begins 2023, collections end 2024. So, in other words it shows the year it began and the year it ends. **Davis:** Thank you sir. **Debbie Hladky:** asked that everyone state their first or last names so that Tanya can catch on to their voices. **Warren:** Ok, Yea. **Thompson:** Ok, so the last two exhibits we have a statement of activity. The statement of activity reports all the fund numbers we have. You put in the beginning balance as we started January 1st, 2023, for all funds. The general property tax is kind of an estimate that the County gave us as it relates to those three rates we just reviewed. The local government dollars or revenue sharing process that the County disburses to us from the state. Other resources are pretty much estimates for all your other resources for different funds should we have our cash reports. When you add all of those together, you get a total in the bottom right of \$19,254,102, it's like a projection for 2024. All of these, as it states in the first F.Y.I., can be amended throughout the year. **Davis:** For recreational funds that's not what we appropriated. We appropriated like a hundred and sixty something. **Thompson:** Yea this wouldn't have any correlation, or any connection, it's just an estimate for resources. **Davis:** Ok, thank you. **Thompson:** No problem. Any other questions on that exhibit? Ok, so the last exhibit unvoted general obligation debt, we just report every movement as we move into January of 2024. What the balances would be and the actual debt. The first amount we have is \$1,900,000.00, approximately in bonds. Under that you can see we have various purpose notes of \$1,815,000.00. They like to have us estimate in the last right column, what we will be paying, the principal, and interest for the following year. So, we will be paying down some of the bond plus interest in a tune of \$400,000.00, on the bonds. The various purpose notes, we will be paying approximately principal and interest all together \$235,000.00, for a total of \$635,000.00, in the pay down for principal and interest. As we go through the year, we do our budget process. We set those years numbers in our 301 fund, which is for bond repayment. **Davis:** These are just the interest? The \$400,000.00, is just an interest thing? **Thompson:** Yes, the \$400,000.00 is just principal and interest pay down that we do on the notes. **Davis:** Did we always do this for like the year before? **Thompson:** Yes, this is always an annual piece of business. Just to note the due date for the tax budget is this Friday. We amend as needed throughout the year. This is just to start the process with the County. So that kind of explains that. That will be on the agenda tonight provided as an exhibit. If there are no other questions, the staff I currently have in place now and I, we work pretty diligently. I know you guys got some of these reports' kind of in the current hours, but it is an accomplishment of course to get these done. We will be getting back on track soon, on the right timeline to submit reports so just bear with us. Today we wanted to review, we got through April and closed out April of 2023. Our favorite ratio that we anticipate through four months of the year is 33%, as we look at the year-to-date revenue collected, we were only at about 28%. I kind of looked into it because it's a little lower than the 33%. Some of the billing for our fire contracts, the agreement with Walton Hills, we were billed but it will be posted in May, if they pay with checks. I think that was somewhat of an impact, and that was something like over \$200,000. Nonetheless, we'll have those posted in May. Also, in the general funds we were anticipating some revenue reimbursement from some stop lost reimbursements from our medical. Those were the highest areas I anticipated that could have that impact. **Davis:** Mr. Thompson, the 74% we already used, is that because we do it once a year? **Thompson:** Yes, you are correct about that. When we dive into the expenses, we are pretty much in the ratio of 33%. Service was right at 33%, rubbish disposal, as you look down you see the 74% for Bedford schools, that is a one-time thing.

So, kind of appropriated \$215,000, which naturally we wouldn't use all of that this year as appropriation. That is why the ratio is so high, but it will level out. **Warren:** So, this one-time payment, after going forward we won't be paying anything? **Thompson:** Yes, we are due to pay by the end of June to the school board. We have all these agreements with C.R.A.'s, and revenues so the amount is \$159,000.00 this year. It's a little lower than projection because some of the agreements expired and a couple of the companies weren't there long enough. That is why it became a little lower. Those are certified from R.I.T.A, I get those numbers from a spreadsheet. **Hardin:** Apologies to colleagues for coming in late. **Debbie Hladky:** asked Ms. Hardin to state her name before prior to speaking. **Warren:** What we are doing is, stating our name, so that the Council Clerk knows who's speaking, so speak up. She does not know our voices yet. **Hardin:** Stated her name, I was the one who came in fifteen minutes late, I'm sorry, I didn't mean to be disruptive. **Thompson:** No, you are good. Overall, the actual general fund is at .29% within our ratio so that was good. So, if you flip to the next page, we have our senior, rec, and SCMR revenue and expenses. Our senior funds revenue is at \$25,000.00, so that's pretty much early in the year transferred in. Recreational funds of \$15,000.00, so these ratios look a little lower. They are partially funded with transfers, so, I'll probably put more in by the half of the year through June. SCMR revenue is at \$168,253.00. If we look at the expense side, year-to-date expenses for the senior fund, which is \$31,000.00. A portion of that is \$2,700.00 in terms of salary, and \$28,000.00 for all other expenses. The recreation funds are approximately \$13,100.00, and salaries, all other expenses are \$11,400.00, which is for \$24,600.00. The recreation program had a summer camp which didn't really get ramped up to a concurrent one that's why you see all the expenses. Then the SCMR expenses are \$386,987.47, and if you are looking at that verses their revenue you can see that it's higher. What happens is when we get the explanation from Ed, and he explains we're going to get these grants and things like that. I had to pay for some of those up-front street projects, expenses, maintenance on the street, and then we will get reimbursed. So that's why the expense account is higher than the revenues. I did get him to follow them up with like \$112,000.00 in the upcoming reports, so the process works. Any questions on those? If there's none, I have one more exhibit, the statement of cash position with month-to-date totals through April. This shows all the funds, what we started the year, what we spent, month-to-date, total year-to-date, and a reflection revenue collected month-to-date, year-to-date. It's always good to hone-in on the general fund. We started with \$236,117.00, at the beginning of the year and ended through April with \$242,689.00, which is a little bit higher. We have encumbrances of approximately \$177,000.00, so any balances potentially after encumbrances is \$65,185.00. I highlighted three of the funds, of course the SCMR shows a negative balance until those reimbursements kind of come back in to balance out the fund. Of course, recreational seniors are subsidized which is transferred in from general funds as well, which we'll process as we get through half of year, additional transfers. If you remember when Ed talked about the ARPA money, we dug into \$250,000.00, to assist with some of those street projects. So that came in, in April, so you can see that booked under fund 252. If you look on your left, fund 252 then you scroll over to month-to-date, year-to-date revenue you can see the \$250,000.00. **Davis:** For the recreational fund, they are already in the hole \$9,400? **Thompson:** Yes. **Davis:** Are they watching their budgets because they do know we cut? **Thompson:** Yes, Carlean knows we had cuts from their budget and the mayors, so they are aware. **Davis:** It's already over \$9,000.00, this is April, and I don't even know what it is now for July. **Thompson:** Yea, because most of the expenses don't get ramped up until they start the summer camp up. We do monitor it because I have real time reports every month. It goes in the negative throughout the first quarter of the year because we are assessing how much of the transfer Council approves to push down. The transfer does make the funds balance

to the level of appropriations where we made the cuts for the mayor and the recreation. These negative balances when I put in the transfers typically around June, they will go away. We still monitor it every month. **Davis:** Ok, thank you. **Callender:** F.O.J funds, what is that? **Thompson:** It was an older fund that was established, it's like a Fraternal Order of Justice. So, the funding was much more, I think this was even before my time, but this is the small balance we have. So hopefully the Police Chief may see something appropriate to spend this \$400.00, then we can probably close out the funds. Some of these accounts with small balances. **Hardin:** If I'm not mistaken, we kind of went through a similar process of dealing with small balances. These summary forms that no longer or had no real functionality, do we have any more of that? One of them was in the building department. That no longer exists, correct? **Thompson:** You said the Building Department? **Hardin:** Yes, remember because we haven't had any building in quite a while. Those were funds that the builder would put up and they never claimed them. **Thompson:** Yea, those were deposits for when builders have it, we keep that in a contingency fund not this one. That fund is still active because we still have a lot of builders that come in and put down their deposits. Ultimately once all the inspections are done, the project is done, Ed doesn't have any additional engineering expenses, they advise us through Ms. Stoffl with Dan Marinucci. If there's anything left, they can get it back, but if not, we do monitor that. **Hardin:** Not just necessarily that fund. My question to you is, do we have any funds that could be eliminated? **Warren:** Closed out. **Thompson:** Yea, I think some of these funds, like the Holiday Fund we use to a certain degree for like Thanksgiving and stuff. Probably this Police Event Fund number 212, 213 the Memorial Fund. **Hardin:** What about fund 215? **Thompson:** Fund 215 is an indigent driver, so we usually do get some potential revenue as we process in like Bedford court. It's kind of like a court processing fund where we put a dollar of something into the funds when we get these cases. So that one needs to stay. **Hardin:** Fund 216? **Thompson:** Fund 216 is kind of correlated with confiscating property. He hasn't confiscated anything, so we still use that in case there's maybe a drug bust. He has that S.E.A.L.E program, we are eligible, but we haven't been eligible to get some of the funds. **Warren:** Eventually, because of the fact they had a few situations where they had a bust or whatever. I don't know if it goes through the County or the judicial system before the money is disbursed, if the communities get any part of the money. **Thompson:** Yes, on the City or Village level. **Hardin:** Ok, TIF- Swift Filters. **Thompson:** If you hone in on the 402's, of course the fund 401 is the capital. Fund 402, fund 403, all the way down to 408 will be active funds. These are our TIF dollars, and they come in every year when we get settlements from the property taxes from the County. So those are staying, and they will continue to accumulate. **Hardin:** Have we always kept our TIF separated on the report like this? I don't remember. **Thompson:** Well, this one separates the funds. **Hardin:** It's a good thing, I appreciate seeing it, I haven't seen it before. Thank you. **Thompson:** Ok, no problem and sanitary sewer is continually used, fund 801 is the maintenance bond where these companies pay into. **Hardin:** What about fund 803? Why is that? **Thompson:** That stays in effect as we use it as a reimbursement fund when they rent the center. We take it in then we give it back. **Hardin:** What does the bracket mean? **Thompson:** The brackets what fund number? **Hardin:** Fund 803. **Thompson:** That's showing us a negative, it's just resulting from the revenue collected that month and what was expended out. So, depending on how many reimbursements going in and out and how many senior rentals we take in, it could go temporarily negative. That fund will end the year with a positive balance. **Hardin:** How is it we would have a negative balance at any time? **Thompson:** We paid out more refunds for what was accepted through April. So, you might have some even come in at the end of the year and people are asking for a portion of their refund, they have to pay like \$350 to get the center. Depending on if it is cleaned properly and things like that, they get

the money back. **Davis:** They get some of the money back, right? They don't get all of it, just the deposit. **Thompson:** Yes. **Davis:** I thought it was like \$100.00, I'm not sure. **Thompson:** So, it's just a reconciliation of the deposit for the center verse the payout. **Hardin:** Look at the sanitary sewer revenue fund, what number is that? **Thompson:** Fund 602, we booked some of the projects through that with Ed when he's doing these. He has a SCMR fund that he does a lot of streets. When it is strictly sewer, we run the expenses through there. Also, we have an agreement with the City of Cleveland, when they collect these water bills, they send us money every month, so that needs to stay active. So, we kind of track those balances from what being paid in from the sewer bills, and any projects that Ed may be projecting for the next year. That also has a reimbursement process as well where he'll have projects, I'll pay out the bills, once I provide them with the cancelled checks we've paid, we'll get a reimbursement. **Hardin:** Thank you. **Thompson:** You're welcome. **Davis:** Fund 806, what is the clearing fund and payroll clearing? I've never heard of that. Well, clearing fund, because fund 999 is... **Thompson:** Yea, fund 999 is something when we bought the new finance system, we anticipated every payroll we needed to deposit, and then withdrew it. I have a whole separate banking account that is strictly payroll. I have one for health claims to keep them clean. Every Wednesday they will tell me what the claims are for the Village. So, I put the exact amount to keep it real clean because they pull the claims out of that account. So, this payroll clearing is a similar process where it just zeros out all the time. **Davis:** Ok but the clearing funds, the fund 806, right above it, what is that might I ask? **Thompson:** The clearing fund and the maintenance bond are a couple of different categories. They have over in building where they collect these deposits, so a portion of it goes into the clearing fund. I can run the details for the next meeting. When they file for applications some of these companies, it's like a street opening process, or different maintenance bonds they have to put up for building. It's two categories where we book the dollars, often we expend it and that's maintenance bond deposit funds and that clearing funds is the two funds we use for that. **Davis:** Thank you. **Warren:** This is the general report of the specific activities of each department basically? **Thompson:** Yes. **Warren:** Like we're talking about the sewer street opening permit. People put money up for the street opening permit. They put money up for the building permit as you said. Then what happens is that money is used on inspections or outside inspectors, for professional inspections. People who put up money and paid their building permit bond, they have to have plumbing, heating, and electrical, which is outsourced. We do the general contractor inspection to close out the project, but we hire a third party to do the mechanical inspections. We also hire third parties to do the evaluation. I don't know if A&E and those types of engineering is a part of that, as far as the expense of that, so this is why it would come out at a negative from time to time. We may have paid for the professional services, but we haven't gotten reimbursed, or we haven't taken the money. We wait until the job closes before we take the money out, right? **Thompson:** Yes, and you could have a job that started some time ago, but they finally get to the end of the road, it's built out, and fully inspected. Then at this time we may have to pay. The project could have started two years ago but if it's time to pay, then they are going to come out of these funds. **Hardin:** I'm looking at the Oakwood Village statement of activity, ambulance billing. **Thompson:** Ok that's the tax budget, it has five pages, we reviewed it before you got in. **Hardin:** this one? **Thompson:** Yea, that's part of the tax budget we submit to the county. **Hardin:** Ok. **Thompson:** It has 4 other pages of exhibits, kind of gave an F.Y.I on the purpose of the tax budget. Some of the preliminary cover sheets, but you can ask any question you 'd like on that activity sheet. This doesn't have any control over what's appropriate for the village. This is the first process to start with the county to set a preliminary estimate of resources, and it's just an annual piece of business we do every year. **Hardin:** You do that once a year? **Thompson:** Yes, this is due Friday 7/14;

do you have a question about something? **Hardin:** not at this point **Thompson:** Ok, there was another portion that had unvoted general obligation debt showing many bonds we had, how many notes we got, anticipated principal and interests due to be paid. It was the last page of the exhibit. **Hardin:** This one? **Thompson:** Yes, so every year you kind of report to the County what's outstanding on the bonds and note that you have. Kind of project what principal interest would be paid and as I explained before the bonds, we anticipate about \$400,000.00, between paying down principal and interest associated with it. These bonds are on our amortization schedule, that nice little color sheet I give you all the time. This kind of just, rolling it all until we paid them all down. So, you have to report to the County how much principal and interest you normally pay on those debt instruments. **Hardin:** So, the ones you gave us, is that how you retire the debt? **Thompson:** Yes. **Hardin:** Ok, this is the running account? **Thompson:** Yea, it's kind of a summary of it. Showing, because you could have different categories of bonds, what streets you might done. This is like a summary to see the total anticipated principal and interest you're going to pay next year on those bonds. We have bonds and notes for a total of debt of \$3,715,000.00, projected as the total balance of next year. But we'll be paying down approximately \$635,000.00. So, every year we're paying them down. **Hardin:** Let's talk, the retirement of debt process. Is that a required schedule or do you make the decision? I think I know the answer but, do you make the decision as to how much you retire? If so, is it based on how much we have in the bank or is there a required amount of retiring the debt? **Thompson:** Yea I don't make those decisions. When they go to market to sell those bonds and notes on the stock exchange, that's when it comes into play. The rates are set, and it's all regulated through that process. They set the amortization schedule. **Hardin:** So, at some point, for instance, we end with let's say \$70,000.00, in general funds at the end of the year. It doesn't make any sense to review the debt and go back out and reduce the debt, to allow for more to close out with a larger balance in the general fund. Am I making sense? Does it make sense to do anything like that? **Thompson:** They kind of assess it as a whole. They don't just look at the debt requirement, they look at the whole picture of the revenues, expenses, and ratings that come in. We are required to report to OMAC, an institution where you report all your debt to the state. So, all of our regulations and requirements are met with that. **Davis:** Is that what you're asking? Like if we have extra money in the funds, can we pay more down? **Hardin:** Either way, can we retire it earlier, or you know if we get a like windfall. **Thompson:** Yea we can retire earlier, it's a topic called a callable debt. So, you can call it early and not be penalized. They give you the option to pay off that debt if we get a windfall. So, it is something that could happen. **Hardin:** Did any of the monies we received during Covid qualify for any type of activity along those lines? **Thompson:** No, we can't pay off any debt with Covid money. **Hardin:** Ok, just a question **Warren:** We can't, Covid money is specific to a purpose, and it can't be outside of that parameter. **Thompson:** Ok, if no other questions, that will conclude my reporting for today. **Gaither:** Are you going to address the resolution to adopt the alternate format tax. **Thompson:** Yes, I am looking for anticipation of your passing tonight. It's an annual piece of business, the alternate form is the tax budget that I discussed. **Davis:** Why does it say alternate format. **Thompson:** Sometime years ago, there's a little history behind it. There was a really formal, really thick process to get this tax budget done. So, a lot of the fiscal officers said, hey, can we kind of reduce this to a more summarized effect. That's when they started calling it the alternate tax budget. So, it's just a thing that they do. **Davis:** Every city is required? **Thompson:** Yes, it is required. Any other questions? **Warren:** I have one, so today we going to have to pass the budget so that we can turn it in by Friday? **Thompson:** Yes. **Warren:** Ok, now when are we going to be caught up with the reporting? **Thompson:** Yea, I'm anticipating, I'm moving really fast, my staff that I do have in place is picking up well.

So, I would say by the end of this month, what is it, the 11th right now? **Warren:** Yes. **Thompson:** Yea, it should be pretty amicable time. **Warren:** So, we can say prior to our return that we could have a special meeting a week before we are to return, or date before that to be able to catch up where we are at? **Thompson:** Yes. **Warren:** Also, in the interim, as you are preparing these, can you make sure that we have them prior to? Since you'll have them so far ahead anyway, maybe at the end of the month you can submit the information to us for us to review. That way if we have any questions, we can be prepared at our meeting that we may have prior to our return from our summer recess. **Gaither:** We don't come back until the fourth meeting in August. **Warren:** Yea the fourth Tuesday in August. **Gaither:** Fourth Tuesday in August. **Warren:** Yea, he said he'll have the budget done, he'll be caught up with most of it by the end of the month. So, that is why I am saying we have enough time to review the information and set up a meeting prior to our regular Council meeting. **Thompson:** I know you keep referencing budget, are you talking about the May and June financials? **Warren:** Financials, yes that's what I mean, I'm sorry. **Thompson:** No problem. **Davis:** It would be May, June, and July by that time, right? **Thompson:** Yea. **Davis:** The expense report with encumbrance details, now one question I wanted to ask. The clerk we had previously, we paid for membership dues and things like that, does that automatically, does it go to the newer clerk or is it one time and she gets it? **Debbie Hladky:** Some do some don't, were hoping to have P.O.S. in place just in case they all say we have to apply new. If they don't, then no harm, no fowl, we have the P.O.S. in place just in case we need it. I know some she'll have to become a member I just don't know which one. So, because of the meeting tonight we needed to put that in place so that next week we can deal with, ok which ones does she need to be a member of right now, which ones are transferable, so we just wanted to set that today. **Davis:** Ok, I just saw that, ok thank you. **Hardin:** Regarding twenty-six, we have reports through April as of today, right? **Thompson:** Right. **Hardin:** April, May, June, so we're without two reports at this time? **Thompson:** Yes, that's what we were discussing. **Hardin:** For the record, how does that affect the numbers you gave us in Legislation 2023-26? **Thompson:** Those two don't have any correlation, the Legislation 2023-26 is projecting, as a process for next year. **Hardin:** Ok. **Thompson:** It doesn't commit the Village to any appropriations and things like that, it's just a process to get them going to show our estimated resources for the Village for next year. **Hardin:** Ok, so, without, not that the two months will make or break, so you prepared these numbers? You dealt with actual numbers and then these are your projections? **Thompson:** You talking about tax budget for Legislation 2023-26? **Hardin:** Correct. **Thompson:** Yes, and the first column, if you want to go back to the report, the activity report, the first column is already ended business. **Hardin:** Those are the actual numbers? **Thompson:** Yes, from last year. **Hardin:** So, what page are you talking about? **Thompson:** Yea, the one you were asking about. **Hardin:** Ok, hold on, show me **Thompson:** So, the first column is already encumbrances as we move into 2023, balance rolled over from 2022, so those are pretty much set. Then the general property tax is related to, you know the resolution we sign from the county every year? We still have those three sets of money. Tax is like .3, and you know Debbie kind of create those for you, or the Clerk. So, those are pretty much projections from the county. They have a history of what's going on and they know collection kind of ratios of what's being collected at the county. The local government is a projection as well, with the revenue shared from the state passed down through the county. So those two columns are kind of projected from the county, we just put in place. Now the other resources, you kind of have to take into consideration, kind of looking back at history, kind of see what we did, or projected for this year. Then you kind of set the resources anticipated for 2024. As you look at the F.Y.I, it really doesn't commit to much, it's just a summary projection to get the process going for the County. **Hardin:** Based on what

we did last year and where we are? **Thompson:** Well, previous years. **Hardin:** Including, up to last year? **Thompson:** Yes, and any variables maybe, the rest I'll move to 2024. **Callender:** That might help. **Hardin:** Thank you. **Davis:** The expense report encumbrance details, the clerk wages, is that just Christine or does that include Mrs. Hladky? **Thompson:** Well. **Davis:** Because it's so much money, it's only \$10,000.00 left for the whole year. **Thompson:** That report should include what's been paid from January to current. I think it's an isolated report just for Clerk and Council. Here let me take a look. **Davis:** Yea because it says \$35,000.00, and we were only given a total of \$45,000.00. So that is only \$10,000.00, left for another six months, that doesn't sound correct. **Warren:** So, this is the balance left in it, the \$35,000.00? **Thompson:** Yea, well what happens is when you originally made the appropriations, we were having a different situation. So, the appropriations stayed in place because there were no changes approved by Council to adjust that. So, a combination of when we started the year, we had a different Clerk. We have a new Clerk now that all comes into play, but we just monitor it every month. The encumbrance is what is left for the year. **Warren:** Yes, that is the \$35,000.00 left for the next. **Thompson:** Yea, you have to figure we are already through a quarter of the year. So, the new person is already a quarter past, so it's just paying through the end of the year. **Davis:** Is Ms. Hladky also part of that? **Thompson:** No, we had to, it's a different line item. She's pretty much more contractual, not on payroll. **Davis:** Ok, thank you. **Thompson:** You are welcome. **Davis:** I appreciated just saying what some of the credit card things are for. I think we asked as a Council, specifically, what we use the credit card for. We wanted to know exactly what it was for. Not just for Council, but for everything the village purchases with a credit card. **Thompson:** Yea. **Davis:** Ok, so we will get those? **Thompson:** Yea, I'll put a compilation together for the statements. **Davis:** Ok, thank you sir. **Hardin:** Since we are talking about money, what is your process for payroll? Who signs off for who? **Thompson:** All department heads sign off for their employees. **Hardin:** I think I've asked this before; I'm asking again. **Thompson:** Yes, so Police Chief for Officers and Auxiliary, Fire Chief for Firefighters, I'm signing off for Finance, Mayor signs off for Dee. It's all the top department heads that's signing off, all that information what gets submitted. **Hardin:** Each year do you have a report for how much vacation time I have accumulated? **Thompson:** Yes, every individual, there's cursers tracked in the system sick time, personal holidays, vacation. Sometimes the only one who usually has comp. time, because it's kind of listed in the F.O.P contract, is the Police. So, they may have a few different variable pay codes. We always have real time what's used and what's left. **Hardin:** How does one, so if I call in and say, I'll be in later, and I don't come in. Do you have situations like that? **Thompson:** Yea, I mean it could be at the discretion of the department head, they may be able to flex their time, when they are coming in or stay a little later. Sometimes that does arise. **Matlock:** What if they don't come in? **Thompson:** If they don't come in, they have to fill out a form for leave on the job. We have these forms; all the categories are on the form. They have to turn it in, they have to acknowledge and sign it, and also have the department head sign it. Once that's signed and submitted to the payroll person with your two weeks' time sheet. It's noted in the system and will be deducted from the pay code or approved balances in the system. **Hardin:** Don't we have a time clock around here somewhere? **Thompson:** Yes. **Hardin:** Do we use it? **Thompson:** Not all individuals use it. **Warren:** We already talked about that, whether there were going to have a time clock. We determined that it wasn't useful. **Hardin:** At some point in time, if Council is interested, we'd like to know how much vacation time is approved if that's reasonable for us to have. **Thompson:** You said for all employees? **Hardin:** Yes, how much approved time do we have here? How much vacation time? If I retire tomorrow, how much vacation time do I have? **Thompson:** Ok, we just need an active employee list and the approvals, for vacation that's left. **Hardin:** Ok,

that's what I'm asking. With the understanding, to my knowledge, I would think it would be confidential.

Warren: We had talked about getting a projection, not even a projection, but the actual. Especially the senior employees trying to get a projection of their accrued time they have, sick leave, and all of that. **Thompson:** They were requested before I could get it compiled. So, you'll have the information and I'll submit it to the Clerk. **Warren:** Ok. **Thompson:** Definitely, for all active employees, I'll run the balances. **Hardin:** What time frame are you working in? **Thompson:** Just give me a two-week time frame. **Hardin:** Ok **Thompson:** May have it sooner. **Hardin:** Not by name. **Warren:** Don't be doing like your Mayor now, telling us two weeks. So, tell me something realistic because you've been telling us a lot of two weeks. You said you would have this other information for the last two months. You were going to have the months of May and June in two weeks. **Thompson:** I'm confident in two weeks. **Warren:** Ok. **Davis:** Remember we talked about it last year for the Service Department, for their uniforms? It was added to their checks, and you were going to put it as a separate thing for their uniforms. Instead of putting it with their checks, where it takes out the taxes. Have you started doing that? **Thompson:** No, it's remains status quo, I'll discuss it with Mr. Haba. **Davis:** Ok, thank you. **Hardin:** Do you make changes to this report, dealing with Legislation 2023-26, do you submit any changes throughout the year? **Thompson:** Yea you can change that as much as you need to, it's amendable. Alright, well thank you, that will conclude my meeting. **Warren:** Ok, can I get a motion to adjourn?

Motion to adjourn made by Davis seconded by Hardin
YES VOTE: Warren, Gaither, Callender, Hardin, Matlock, Davis
MOTION PASSED
Adjourned at 6:55pm

Approved _____

Johnnie Warren, Council President

Tanya A. Joseph, Clerk of Council

VILLAGE OF OAKWOOD
COUNCIL MEETING MINUTES
2023-07-11

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
James Climer, Law Director

Gary V Gottschalk, Mayor
Ed Hren, Village Engineer
Brian L. Thompson– Finance Director
Daniel Marinucci, Chief Bldg. Official
Mark Garratt, Police Department
Dave Tapp – Fire Department
Tom Haba, Service Director

ABSENT

Ross Cirincione, Prosecutor
Carlean Perez – Recreation Director

** Arrived after roll call*

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

Motion to approve minutes of June 27th, 2023, made by Gaither seconded by Hardin
YES VOTE: Warren, Gaither, Callender, Hardin, Matlock, Williams, ABSTAINED: Davis
MOTION PASSED

Warren: First, I would like the residents of Oakwood Village to be introduced to our new Council Clerk, she was gracious enough to accept the position. We are happy and fortunate to have her join us. We will be getting her information, she is learning. Debbie Hladky is working with her to get her set up, and she seems to be grasping on very well. So, without further ado, would you please stand. **Tanya:** Yes! My name is Tanya Joseph, I will be your new Clerk of Council, hopefully I can do some great things for you guys. **Hardin:** Thank you, Tanya. **Warren:** Ok, we do not have any correspondence. **Tanya:** You do, each of you have a letter from Legal Aid Society, just asking for a contribution to the agency. Ms. Hardin, you have a package from the County, and just a flyer from Jam for Justice that you all have as well. **Warren:** Ok, we will start with today's agenda. Could I get a motion to approve the minutes for June 27th, 2023, regular Council meeting?

Departmental Reports

Fire-Tapp: Last couple weeks has been busy for Oakwood Fire. We have had seventy-two calls within the last ten days and only needed mutual aid for two of the calls. So, we have been very busy, probably the fastest pace we have ever had on record in July. We are not sure why. Last week we did four days of Summer Camp. One day we did first aid, we did CPR with the kids for two days, station tour, and demonstration of the fire hose on the last day. Turned out really well, kids loved it. So that is all I have to report. **Davis:** Fireworks were not an issue? **Tapp:** Fireworks were not one of the calls, no issue with that at all. **Davis:** Ok, I was just curious, so they were pretty good about it. **Garratt:** Only a few complaints but a lot of people understand the law has changed with fireworks, but no major issues. **Hardin:** I am going to use my term, the defibrillator, we have one in the room now? **Tapp:** Yes, it is right there. **Hardin:** How many do we have in this building? **Tapp:** Just one in this building I believe. **Hardin:** Ok, is there one down at the Community Center? **Tapp:** There should be one down there as well. **Hardin:** So, those are the only two building that we have. **Warren:** Service Department. **Tapp:** Yea, I am not sure if Service Department has any either. **Haba:** No, we do not. **Hardin:** Ok, can we get one there? **Tapp:** We can. **Hardin:** Please, and the other question is who is trained on them? **Tapp:** Well, we

offer classes to anyone that wants to be trained on them. We do classes for the Police Department yearly, usually for all city employees who have had the opportunity. I know Brian has asked if anyone wanted to. The A.D. comes in with the CPR training. **Hardin:** The reason I ask, I think there was someone that passed away at Mt. Zion, several years ago, if I am not mistaken. The wife of the individual said there had been one available, but no one knew how to use it. **Tapp:** Right. **Hardin:** So, as employees, it would not be a requirement. But could you Mr. Finance Director, make sure that everybody has some idea of how to use it? **Warren:** At least the heads of the departments are trained and maybe their assistant. **Hardin:** There is no need in having that if no one knows how to use it. **Tapp:** I will have Brian shoot dates over to everyone and if they are available to make it. We can accommodate pretty much any time myself or Brian is here. **Hardin:** Maybe the next time a newsletter goes out, can you offer it to the general public? Is that reasonable? **Tapp:** They usually charge for the general public; any Village employee gets it free. It is a three-to-four-hour class for A.D, CPR, etc. If you wanted me to do the employees here, we could do a quick one. **Hardin:** Ok, that would make sense. **Davis:** Mr. Tapp, do those machines also do the talking? Like step by step, walks you through. **Tapp:** As soon as you open it up, it will walk you through it. **Davis:** Ok, thank you sir. **Matlock:** Is there any type of legal ramification if you used it? I mean if it comes across an individual who would need medical attention with this defibrillator. Would that hold them liable in case something may happen? **Tapp:** It does not hold them liable; the machines are automatic. It will not shock someone who does not need it. **Matlock:** Ok. **Climer:** It would be extremely remote. **Warren:** May we hear from our Building Commissioner?

Building-Marinuucci: Thank you Council President. One of the properties that always keeps surfacing on Tryon, I think it is 25714, close to that address. We received legal notification couple days ago that it is in foreclosure. One of those properties, the debt is over \$185,000.00. I will send you an email with the address. **Matlock:** I did not know if it was the house being torn down. What is the address? **Marinuucci:** I will fax it to you in the morning because I do not want to be wrong. **Matlock:** Also, while we are talking about homes, there is a home that is being demolished, correct? I do see them starting to put the dirt in the back yard and have a dozer there. **Marinuucci:** Ok. **Matlock:** Is that the home? **Marinuucci:** I am not sure. **Warren:** The house on Tryon? **Gaither:** A couple of doors down from the Council Person. **Marinuucci:** It is a lot going on right now, right now we are making... **Warren:** It is about four houses from Jean Drive. **Marinuucci:** I will go check that out. **Warren:** You will see piles of dirt back there. **Matlock:** I will get with you because there are a couple of homes on Tryon that I need them to cut their grass and one where there is a mailbox down. One individual lives in Cleveland Heights and I know Cleveland Heights fines you. I am pretty sure their house is not over there looking like that. Then one lives in Twinsburg, and I know Twinsburg is not going to let the homes look like that. **Marinuucci:** We have been citing a lot of people recently. I know I cited about fifteen of them, but some were repeat offenders and the rental market issue. I know they have been heavy on grass. The issue with the grass, we are heading more this way than citing. Not court citing because we do not want the Municipal Court Judge to be... **Matlock:** This is not just grass, this is the home itself, widows, screens are all bulking out. There are just some things with the home, and it is on the street. So there just needs to be kind of like... **Marinuucci:** Got it, but the grass, we are having service cut it and then put it on their tax liability. **Matlock:** I am not worried about that as much. It is just basically the condition of the home. It is a rental, and no one is living in it. **Marinuucci:** We may have cited that. **Warren:** You know the guy with the tree cutting business. **Matlock:** Behind you? **Warren:** Yes, you know that was a tree cutting business he had. **Hardin:** Cut down half the trees. **Warren:** The house she is referring to is right next to his. **Matlock:** It is next to his and a couple more. **Garratt:** Is that Dumas? Or is that next to Dumas? **Matlock:** No, these are a couple of other homes. One is on the beginning of Tryon, and one is down before you get to Glenshire, about two or three houses before you get to Glenshire. They just need to come and do some work to it. **Marinuucci:** Cause I do know, Council Person Davis, the gentleman that we had a meeting with, just a quick update. I feel truly sorry for the guy. I think the contractor took all of his money. We reissued his permit because it lapsed, so we reissued it to get him going. So, I had a meeting with him, and I wanted to get the contractor in, and I asked for a date. I cannot make him work, but I was getting ready to cite him because it is an LLC. I did not think he would return a phone call, everything goes to voicemail, and you do not get a call back. This gentleman called back, so it was nice, we set up the meeting, we had the meeting, I am praying the contractor does the job. The contractor made a faulty complaint when I read it, cause I was a structural engineer, this is absurd. He has an engineer, he's a very good architect. I have dealt with him in the past and the architect said that was bogus also. So, I am wondering if he just took the money and ran off. I hope not, he paid him a lot of money. I told him he better get the roof up, cause he is at a point if

he does not put the roof on, he is going to lose all the money he put into it. that is going to be condemned, we will condemn it, it will fall apart, and he is aware of it. **Davis:** So, the basement is something too, that is what I was going to ask you about. The basement is all open, they were afraid of people coming in there. **Marinucci:** Yes, he is aware of it. I am just hoping the contractor shows up. In the process of all this, before it started, I met with the contractor and the owner. We thought we had everything up and running because the drawings were perfect. He put a lot of money into this. So, the drawings were really good, but there is this bogus claim. If he does not do anything about it soon, it is going to fall apart, and he is aware of it. So, if he does not get this roof on by October, he is going to be in serious trouble. **Warren:** He is going to be in trouble way before that because of the fact, he will have environmental issues; as far as mold.

Marinucci: You know I might just give him a call again, but he cannot do much more. If the contractor does not, he will have to go to court. **Warren:** Did the contractor pull the permit? **Marinucci:** Yes. **Warren:** That is an advantage for him though. **Marinucci:** Yea, we had a permit on hold, permit lapsed, and I reissued it for him. I gave him until the end of this year. **Warren:** Who pulled the permit? The homeowner or contractor? **Marinucci:** The homeowner pulled the permit. Contractor's license is in violation. **Davis:** How long can we give him without having. **Marinucci:** We gave him until the end of December. **Warren:** No more renewal. **Davis:** Yes. **Marinucci:** If he is out of money, then he is out of money. However, the cost of everything is very expensive. **Davis:** But with no roofing, he will be condemned. **Marinucci:** He is going to lose everything if he does not get the roof on, I made that very clear. The addition is paid, and there is no roof, it is all open. I went over the concerns about children and all the other stuff we were concerned with. I had that meeting a couple of weeks ago, he is a very nice guy. **Davis:** Ok good we need that done. **Hardin:** Once you issue a permit, the house on Somerville, there is a roof that is supposed to be replaced. This is where the police served the homeowner in Cleveland Heights. They started on the roof. **Marinucci:** We just cited that one. **Hardin:** That is the one? **Marinucci:** We cited them before, they came in, they said they were going to do A, B, and C. Then they may have done A, but not B and C, that type of thing. We cited him. I know they called, and they were supposed to do it. **Hardin:** Well, the season is almost over so we need it done before we go another year. The other thing is when you give a permit for a fence, how long before they have to complete it? **Marinucci:** A year. **Hardin:** That is usually it? **Marinucci:** We do not get into timing; our permit is good for a year. **Hardin:** Ok. **Marinucci:** They started the fence and did not finish it? **Hardin:** That is correct, back to this follow up scenario, so at the end of the year whatever, I am sure it is a rolling month that you would have to follow up. You do check those permits to see if the work has been done? **Marinucci:** We do not. **Hardin:** Well, I will help you with this one. **Marinucci:** There is only so much they can do. **Hardin:** Well first of all, it is not just unsightly, it is a hazard. There are materials all over, everywhere. **Marinucci:** I got to see that property, call, and get the dimensions of that address. **Hardin:** Ok. **Marinucci:** I would cite them on a different property maintenance versus an issue with a fence. Typically, we have an inspection for depth of footer, then we have a fine, and that is it. As far as going back and checking the fence, I do not ever remember doing that. When it comes to houses, they have a year to complete the house. I will give them additional time if the driveway is not completed and stuff like that. They get to October; November and they go put it up and the following year we allow them. They signed the affidavit. We have one on Richmond Road, a new home, and they did not want to put the driveway in, in November. I do not blame them. The contractor got the permit. **Hardin:** Thank you. **Davis:** asked if the price of the permit includes them checking the work when it is all done. **Marinucci:** Fences are not a top priority as opposed to other things. Typically, the difference in time between a post hole and the completion of a fence is no more than seven days. So, I have to see this one that you are talking about. If it is unsightly then I will get on it right away. Where is that Somerville? **Hardin:** Yes, that is as much as I will give publicly. **Warren:** For clarification about the fences what the Building Commissioner is saying is they do the post hole digging for the post. Then, they come out and verify that the post holes are deep enough, forty-two inches deep. After that, they wait until the contractor comes and asks for a final. At that point, any unused inspection money or whatever can be released. Sometimes it is not the individual, it is the company. Sometimes the agreement is they do not get paid until it is signed off. **Marinucci:** There have been a lot of issues with that regarding some of the ordinances. I would like to have a potential ordinance as well. **Warren:** Well, we can get a code that they have to comply with, like everything else. **Marinucci:** You know what they are doing, they love this privacy fence, but ours you have to be able to see through. It is plastic, so they are separating it and putting a gap between it. The way they are doing the connections, I told them, when the wind blows, those screws would not hold. She says well we will glue it, but that is not going to work. I was giving her all these examples of why and the cost of the fence. The material cost is \$7000.00, and it will fall apart in three years. You do not screw with the plastic; it does not work. **Gaither:** There was a question that I think Ms. Matlock

had regarding the landbank. **Matlock:** If we are tearing a house down, is that land in the land bank? **Marinucci:** No. **Matlock:** Ok, I am just asking. **Marinucci:** If we are going to tear it down then it is not in the land bank. I would love the landbank to take it, let them do it. **Matlock:** Would it be in Oakwood landbank or no? **Marinucci:** We do not have a landbank. The program is a county wide program. **Matlock:** Ok, that is all I needed to know. **Warren:** Well, we have parcels that are in Oakwood Village. There is a landbank of Oakwood for parcels that are owned by the Village. It is not like the County landbank. **Climer:** It is not a separate entity; they insist on putting it in the name of Oakwood landbank. Which is a non-entity and causes all kinds of problems when you sell it. **Marinucci:** I am heading the condemning of two places, and I am hesitant on it because we do not have the money. **Warren:** We can always condemn it. **Marinucci:** We can always condemn it. We are making an L.L.C, which is buying the property that has two houses on it, but that back house has to be demolished. **Hardin:** So, an L.L.C is buying the house? **Marinucci:** That is all that is around anymore, is L.L. C's. **Matlock:** So, the L.L.C is buying the house and they are going to condemn the whole thing? **Hardin:** No, just the back house. **Marinucci:** Correct, just the back house. I make them sign, I put together what L.L. C's have to do to get it through the system. It is a checklist; they just have to give us the information. A part of the information is: are you going to rent it out? If they say yes, then you have to fix any rental issues. If they say no, then it is a flipper, it is not going to be rented out. **Hardin:** I was on Forest Hills Blvd., a couple of days ago. Some of those homes are stunning, absolutely gorgeous. So, all I am saying is we are talking about the changes we see taking place here. Rather than talking, Mr. President, I had asked that maybe we have a work session. Specifically with the Building Department, because the Building Inspectors and his employees have pointed out some of our ordinances which need to be looked at, and that is important. It is something we need to start doing a.s.a.p. **Warren:** Ok, going forward one of the things I wanted to suggest to you is, when you have a house that is condemnable, let us start the process as soon as we can. So, if we want to pull off of it, we can, but at least we have the process going. We can have the advantage of determining whether we want to move forward with letting the third party or whatever the case may be. We are going to have to follow up with what Council Person Hardin was saying. When we are in these situations of course, it will have to be reviewed by the Law Director. We have to have ordinances that are really much stronger for houses that have been condemned and are now trying to renovate to be livable. **Marinucci:** Once we condemn the title it can be renovated. See what happens is, the cost to do it is absurd. Like the exterior walls today cannot be two-by-fours under two-by-fours. Whatever you condemn as a two-by-four wall, you will need two-by-sixes. It does not meet the energy code, so I made them get rid of the whole thing. Now if they want to tear down, then you can assess the basement itself. Typically, take it out and redo it, I do not have a problem with that. If they renovate it, they have to come in, and this would be the procedure: they have to get an Architect and drawings, they have to make the 2000 code. Right now, the code will be changing in two months to come out with this year's code. The requirements this year, makes the house that is condemned really, really expensive to build. I will not let them put a two-by-six wall on a foundation that would only take a two-by-four wall. **Warren:** That makes sense. **Marinucci:** What we have going on is the issue we just talked about. I cannot think of the name of the road, but that barn that is condemned that everyone wants to buy on Arbutus. You can pick the house up for less than \$35,000.00, yes. But I want them to pay the \$35,000.00 and take it out because we will take it out eventually. Take it out and rebuild, no one wants to do that. Then the developers came in, I had meetings with them, can we leave the two-by-four walls in? No, most do not meet code. Most of these people just want to come in and paint, the electric is bad, you would not want to live there, the electric is laying on the floor, with all kinds of issues. I agree that the houses we are going to condemn we could condemn. Once that is condemn now, we have an option. **Hardin:** Rather than we talk about it, since you are saying this may be a busy season for you. How about you give us your schedule? This is July, I will even give it until October. **Warren:** To have the meeting? **Marinucci:** Aaron did not mention that to me, but I will run it by him. I could start tomorrow, let's find out where he is at on it. I have something I really want changed here, that is going to take a zoning change. **Hardin:** See what I mean, we cannot keep talking about it, we have to start doing something. **Marinucci:** Got to know how to go and where to go. **Hardin:** Ok, so why don't we wait until, this is July, and we will be in recess until the end of August. We come back in September, by then you will have had a talk with Aaron. **Marinucci:** Oh, I can pop in tomorrow. **Warren:** The thing about Jim, if there is something that you want to talk about and propose. If it is something that needs to be addressed, then you need to talk to him about it right away because that is going to have to be on the ballot. **Climer:** We are not going to make November's election. **Marinucci:** There is a lot to this, it has to be done right. I have talked about this before, but it deals with small homes and tin cans. Tin cans are terrible, I would not want one next to my house and you are not going to want one next to your house. **Warren:** Ok, may we hear from our Finance Director.

Finance-Thompson: Thank you, Mr. Chairman, just a quick recap we had our Finance Committee meeting today. I reported to Council pretty much on the departments were in ratio and spending levels by appropriation through Council. We had an in-depth discussion of the exhibit attached for the tax budget, an annual piece of meeting we submit to the County every year. That is, it, thank you Mr. Chairman. **Warren:** Ok, may we hear from our service department.

Service-Haba: Street striping has been going on since Saturday, the linear lines I think are done. They are coming out with three crews tonight to do all the stop bars, crosswalks, etc. So, he is hoping he will be done by tomorrow. Mrs. Williams, everything is still there, I checked around 4:30, and I checked on the way in. **Williams:** Ok. **Haba:** I will take you over there tomorrow. **Matlock:** Tommie, yesterday, there were some garbage cans still out, did they do a garbage pickup on some of those homes? **Haba:** They were behind schedule just because of the high volume after the fourth, they were supposed to get those earlier this morning. **Matlock:** Ok because I still see approximately four homes. I just seen; I did not get to go all the way down. **Haba:** Was that this morning? **Matlock:** That was this evening. **Haba:** I will check maybe they did not take it. It was on Tryon? **Matlock:** Yes. **Haba:** I will take a ride there on the way home. **Matlock:** Ok. **Haba:** I know he sent me a text; I had a resident call a little after five, saying they were not picked up yet. That is not too late, but I called, they did hit Grove about a half an hour later. He texted me around 6:30, saying because of the heavy volume, they had a few houses left. A little on Tryon, and one other street they were going to finish in the morning. **Matlock:** Ok. **Gaither:** Congratulations on how you have that one sign looking, the Oakwood sign. **Haba:** Yes, lights turned out well, it was being blocked by something when I asked you a couple of weeks ago, or something. Cause I had not seen it on there, just a small malfunction. **Gaither:** Ok, great. **Haba:** The next day at night it was very bright and shining on it. **Gaither:** The Oakwood sign when you are coming into the community, the flowers look really good. Were there any considerations to blocking bricks around any of those signs? **Haba:** That's the Mayor's baby, but I know he plans to do some landscaping. I do not know about any brick work, but the landscaping. **Mayor:** No brick. **Gaither:** No brick work. **Haba:** I know brick work is very expensive to go that big. You see a couple in Glenwillow, I know how much they paid for those a few years ago, it was very expensive. **Warren:** You could railroad tie it, or something like that, if you want. **Gaither:** They really look good and the landscaping, the flowers that you guys have done, good job. **Davis:** Beautiful. **Hardin:** Could I piggyback on that Mrs. Gaither? I wanted to take credit Mayor for the signs. Everybody is excited about those Oakwood signs. Now what kind of landscaping are you going to put around it? **Mayor:** Well, Service Department has been pretty busy with the landscaping on Broadway etc. **Hardin:** Well, the growing season is over anyway. **Mayor:** Yea, it might not be a whole lot this year, but certainly we will be ready for next year. **Hardin:** They are beautiful, congratulations. **Gaither:** Mrs. Hardin wants to take credit for Oakwood signs. **Hardin:** I wanted to, last week there was a recommendation for lights. Like solar lights maybe to go on the outside of them, so when it gets dark, that sign is illuminated. **Mayor:** This is a joint thing; this is the first one to get done in place. We wanted to see what the reactions are and what we will do to compliment that, because there will be some compliments. **Haba:** That can be done with solar lights. That is what we did with Cambridge with the solar light, it turned out pretty well. There has to be a place where it gets enough sun. You have got to be careful with the lights because of the traffic around that area. **Matlock:** It is beautiful, the landscape is nice. **Gaither:** Kudos. **Warren:** May we hear from our Engineer.

Engineer-Hren: Good evening, everyone. **Warren:** Ed Hren. **Hren:** Yes? **Warren:** Just for the record, we have our new Council Clerk, and she is not familiar with peoples' voices when she is typing the minutes. So, say your name so when she is doing the minutes, she knows who is talking. In the matter of a couple of weeks or months, she will know the voices and be able to know who is speaking. **Hren:** Oh, I thought it was because I was getting older. (Everyone laughed). I am here to answer any questions you may have on Legislation 2023-23, which we discussed last week. I followed up with some exhibits I forwarded to everybody. Just giving you a better idea of what exactly is being constructed at the four corners intersection. So, if you have any questions on it, I can answer them now. **Hardin:** Legislation 2023-24, what are the streets again? What streets do you have? **Hren:** They are all county routes. Every year the County gives us money to do maintenance on the County routes. This year we received \$92,100.00, or up to that amount. This is typically Alexander, Broadway, Columbus, Forbes, Macedonia, Pettibone, Solon, and Tryon, those are the County routes. Then 2023-24, will authorize a change order which increases the contract on the pump station on Forbes by \$45,720.21. This is money that will be reimbursed to us by the Cuyahoga County Department of Public Works. The work has been completed

probably for about a half a year. Primarily it was electrical work that had to be done. The combination of work First Energy performed and work we had performed. The major cost is the bypass pumping that took place. It was not like a true three phase energy source. I am not an electrical engineer but, somehow they took regular electricity and made it work like three phase. So, we had to bring in three phase powering. **Warren:** Is that Thompson Electric? **Hren:** I am not sure; Nerone and Sons had the contract. They did have a sub-contractor out here it may have been them. So, this will complete the project once we pay for them. The County will then cut us a check for the same dollar amount. If you recall, this was money we received was a loan from Ohio Water Development Authority. So, the legislation, if possible, I would like to have Legislation 2023-23, passed. The one authorizing Twinsburg to apply for Ohio Public Works Commission Grant. Their deadline for the submittal to the Ohio Public Works Commission is prior to our next meeting. Legislation 2023-24, which is the county route, if we can do that, I will get it out to bid. We will get it done sooner and we will also get better pricing because we will go out to bid earlier. Then the same with the Forbes plan, I just would like to get that closed out for the year. **Hardin:** Thank you, Legislation 2023-24, you mention the amount of \$92,100.00, is it \$109,200.00, is that the actual number? **Hren:** Yes, the \$109,200.00 is correct. I apologize, I printed out the letter from 2022. **Davis:** I was not here at the last meeting. Can you explain to me why Twinsburg is allowed to apply for this grant first instead of us? Also, did I read something in the paperwork that Macedonia had not paid their one quarter of a share yet, or they are behind? So, can we discuss that? **Hren:** I will rehash it really quick. All four communities have finally come together since 2006. We struggled to get everyone on the same page. We finally made it happen, the way this is set up is, all the grants which every community is to apply for as many grants as they can for this project. We received funding that would pay for almost all of it with the exception of \$400,000.00. So, Twinsburg is actually applying to their district, we are in district one of the Ohio Public Works division. Twinsburg is either district three or eight, their filing deadline is earlier. What we are doing is letting them file before that. They are in the same district as Macedonia but because of the way the scoring criteria works, joint projects will always get additional points. In their district it is even more so, they get like twenty extra points out of two hundred, so about 10% more which makes a huge difference. When it is all said and done at the completion of this project, we are going to tabulate all of the money that has gone into this project, which is Twinsburg's money, Macedonia's money, Oakwood's money, Glenwillow's money, and all the grant money. We will see where we fall and whatever the balance is, it will be split evenly amongst the four communities. **Davis:** Ok, so all four communities are working just as hard to get the grants? **Hren:** Yes. **Warren:** Well, we had gotten our grant originally for Cuyahoga County. Oakwood and Glenwillow had gotten the grant already and that is why you see the work that is already done to date. Now Summit County, Twinsburg is going to take the lead between themselves, and Macedonia and they are applying for the grant. It is anticipated they will be able to get a significant amount of money. At that point we will know how much money is available and how much money we will be dividing for total cost. **Hardin:** President, there was a little different twist on it when you explained it the other day. I thought we had put in as much as we would be required. **Davis:** The \$77,000.00? **Hren:** I think I estimated \$100,000.00, in 2025, at the completion. Now this money that they are applying for here will further reduce that. I think they are applying for three hundred some odd thousand dollars. So, when that goes into that pot, it gets split four ways. Right now, I handed it out last week on a spreadsheet. You saw Oakwood and Glenwillow have already committed \$60 maybe \$70,000.00, and about \$111,000.00, left. I think each community at the end would have given \$178,000.00, or \$187,000.00, so we would make up the difference of what is still owed. **Hardin:** In Legislation 2023-25, are we locked into this? **Warren:** Remember that is what I was saying at the last council meeting, we are already locked in. **Hren:** Yes, we approved legislation for this in 2021, when we first put this agreement together. **Davis:** It says Council will be provided a bid tab summary at the end. **Hren:** Which legislation is that 2023-23? **Davis:** Yes. **Warren:** Legislation 2023-23, is for the roads. **Hren:** Yes, I think you are talking about Legislation 2023-24. **Davis:** Oh, maybe it was 2023-24. **Hren:** Ok, so the way all of this legislation works when I am authorized to prepare plans, specs, and bid a project. I provide a recommendation, which includes a bid tab just like we did for Fair Oaks. Then any projects that we do, I present that to the Clerk of Council, and then I make a recommendation to the Board of Control. The Board of Control then authorizes the agreement or the contract. So, what this does is I do not have to come back for additional legislation unless it is a change order like this Forbes Road. Then I have to come back to Council and ask for it to be approved. When we pass legislation which authorizes me to prepare plans, specs, and advertise for bids. I am then authorized to make a recommendation to the Board of Control, but I still have to submit that letter, with the bid tab to Council. Which I would do anyways, I mean its public record. Typically, what I do is send a recommendation letter to the Board of Control and then copy the Clerk of Council, and then she

distributes it to Council members. **Davis:** Why do we have to allow Twinsburg to apply for that, why do we have to have this resolution? **Hren:** So, our original agreement allows them to do that. Due to the format Ohio Public Works uses. We wanted to be certain that we had legislation that clearly states we have given them authorization to apply on behalf of the four communities. We just want to make sure they get those twenty points, which gives us a better chance to get that money. **Davis:** Thank you. **Hren:** We do not want to take any chances. **Hardin:** Buyer's remorse, let us talk about 2021. **Hren:** I am not sure why you would have buyer's remorse. **Hardin:** Ok, do not have a conniption, just kind of hold on. The President was making a point on who is going to benefit in that sort of thing. In 2025, when this bill comes due, can we go back and apply for more money again? **Hren:** No, there may be a grant program in 2025, but right now all of the grant programs require you to apply prior to construction or the awarding of a contract. They do that specifically because they want to know what they are awarding grant money for. They provide you with instructions that have to be included as part of the bidding documents. So, each grant has its own nuances, some require federal wage rates, some require state wage rates. So, when you are applying, you typically do it prior to the contract agreement or through the bidding. So that those rates or any other stipulations, whether it is using American Steel, there are all types of constraints put in becomes a part of the contract documents. So, it is just like with the ARPA grants we signed, when we get that grant agreement, I include that in the bid documents, so it becomes a component part of the contract documents. The contractor is also bound to the rules and regulations of that agreement. **Hardin:** Ok, so now maybe you can get excited. What do you project, when all is said and done, and I know you are not magic. **Hren:** I am magic. **Hardin:** In 2025, whoever is sitting here is going to come looking for you, but seriously, where do you think the balance would be that we have to share about. **Hren:** I am very comfortable with that number. Which is I think about a \$100,000.00, and that is now without the additional grant money. We are very good at finding additional sources. **Hardin:** You are. **Hren:** We could continue to apply for them. I did not mean after this year we could not apply, what I am saying is before that project goes out for bid, we would have to apply. So, we will have a year and a half here where we could seek other funding and it is not just as the Village of Oakwood, it is Glenwillow, Macedonia and Twinsburg. So, we have four different entities looking for money. So far, we have gotten close to two and a half million dollars that has already been committed. **Hardin:** Well, you are magic in that you can find money, which is a good thing. Is it also possible to include not to exceed a dollar amount or are we too far down the line? **Hren:** I think it is too far down the line. You had a good question, because some of the communities I work in have a huge increase in construction costs. With that we were actually able to go back to some of the funding sources and secure additional funds. **Hardin:** Good **Hren:** In fact, I think NOACA had actually committed up to an additional 15% on construction cost on some of the project they funded because it was such a unique situation. We have been dealing with 2-3% inflation for so many years, so that is what the estimates are for the next construction year. Then all of a sudden, we are up 15%, 20%, over one construction season. So, it is really hard to predict what is going to happen in 2025. However, we always find a way to seek out additional sources or work with the entities who funded us, to try to get them to add some additional funds. **Hardin:** Again, when the president brought up the points that he made. As far as who is really going to benefit from this and to what level? The fact that the interstate is just going to be straightened out, I do not even know if a traffic study was done. **Hren:** Yes, it was actually. **Garratt:** We actually benefit more. **Hren:** That is why I wanted to present that exhibit. I wish I would have had it last time, I apologize, but it demonstrates what the problem is. Like right now the problem is the traffic is going south-bound or north-bound. Everybody that is going to make a left turn is in the same lane as the people going straight. So, if one car is making a left turn everyone else has to wait if there is anybody coming in the opposite direction. To increase safety what we had to do was actually separate the phases. As Macedonia's Shephard Road traffic is going north, the Richmond Road traffic has a red light and vice versa. With this you will have the lead left arrow. So, you are going to have all these cars lined up that are already in the storage lane for those vehicles that are turning left only. They have what is called a lead turn arrow. There is also a radar that detects the number of cars that are in that stall, so it lets all of them go. Once that is done, then the North bound and South bound movements can continue. What it does is it takes three phrases and cuts it down into two phrases. Which is the most efficient way of handling traffic. The issue on our end has always been during the four o' clock hour, when everybody is coming out of the Glenwillow industrial parks. It tends to back up North, towards the roundabout so this will eliminate that from happening. So, with the new traffic controllers, this is all state-of-the-art stuff, it is essentially artificial intelligence. So, if there is no one in the left turning lane, the lead arrow would not even fire. So, I think you would be very pleased with the results. **Warren:** It does not completely eliminate if there is a left-hand turn, it does not let every car through. It has a maximum timer too that will automatically cut that traffic off if it is too long. **Garratt:** Mrs. Hardin had a

question regarding how we benefit from that. We actually benefit more than the other communities. We have two roadways going into that intersection. With this turning lane it is going to alleviate a lot of the issues we have now, especially on Richmond Road and the backups. Plus, future construction on Broadway, repaving people go around like they did last time and really stacked up to the roundabout. This would make a big difference with that. **Hardin:** One more thing, if you go down Richmond Road, I think on the Glenwillow side there's houses about to be built. **Garratt:** They had that sitting for a while. That is more traffic. **Hardin:** That is more traffic on the Glenwillow side, ok, thank you. **Davis:** On the paper that you gave us, the proposed sidewalks, the description of the prices, does that include the sidewalk too? **Hren:** Yes, that includes the sidewalks. That includes driveway acquisition because we are requiring some rights-of-way in Macedonia, some right-of-way in Oakwood, and a little bit in Twinsburg, so that includes everything. Engineering, right-of-way acquisition, sidewalks, everything. **Davis:** Ok, because Twinsburg has quite a bit of sidewalks where we only have a short spot. May I ask a question, did I read somewhere you are the engineer for the other cities too? **Hren:** One of my partner's serves as the engineer for Glenwillow, Mike Henry. Joe Gilani, another one of my partners, serves as the engineer in Macedonia. Twinsburg still has an in-house engineer, she is very confident, she is really good and easy to work with. **Davis:** Thank you. **Hardin:** I do not know who has it in the audience but thank you. **Hren:** Yea, I really should have had this last week, I think it really helps clarify what we are doing. **Hardin:** It does. **Hren:** Thank you. **Davis:** One more question I am sorry, if it ever gets built, I do not know if it is Mr. Bugarcic, will that interfere with any of his traffic? **Hren:** No, he is actually to the northwest. **Davis:** Ok, he will be on that corner of Richmond and Broadway, if he builds, the little shopping center, that will not be affected. Ok, just wanted to make sure, thank you. **Warren:** May we hear from our Law Director?

Law-Climer: Thank you, Mr. President, there was a recent decision from the Cuyahoga County Common Pleas Court, which held an exception to the Public Records Act, which permitted us to redact the telephone numbers of accidents victims. It is unconstitutional, I am issuing an injunction against doing that. I have not been able to fully study that as of yet, but it gives me some real cause for concern. As some of my brothers and sisters at the bar tend to bother accident victims with ads, as do medical treatment ads. I will request if anyone gets a public request that is going to look for that kind of information, please send it to me. We will look at other exceptions to the act that may apply, and I would like to protect our residents and travelers as much as we can. Also, per Council's request, we began looking at the ability to restrict short-term rentals. We have identified a number of cities that have been active. Those provisions, a number of them, are in litigation right now on various constitutional grounds. So, I wanted to take a deeper dig into the provisions that are challenged so to stay away from it. We will be coming up with some recommendations in the fall on what you can or cannot do. We are also taking a look at the suggestion of perhaps purchasing property exclusively for rental in the single-family district, maybe a business that is not properly zoned. I have my doubts quite honestly, but we will see if we can follow that. It is certainly something to look at, with that I will be happy to answer any questions. **Davis:** Did you say there's legislation out that allows people to find their information if people got into an accident? **Climer:** There is a Public Records Act, Title 143 of the State Code. It requires that cities and other public entities freely produce their records to the public, but there are about seventy-five exceptions. One of which needs to be the telephone numbers of recent accident and crime victims. The court has held that is unconstitutional; it was a company that goes out and gets business for chiropractors that got the lawsuit. Again, it is issued an injunction against exercising that exemptions and holding back the phone numbers. There may be other sections of the act that would allow us to do that. It was issued right before the fourth of July. A number of the law directors around the state are trading notes on how to deal with this. So, if we get a public records request seeking that information give me a call, if there is any doubt whether a record should be produced or not give us a call. **Warren:** May we hear from our illustrious Police Chief.

Police-Garratt: Thank you Mr. President, our call volume is up three times the amount, more than normal just like the Fire Department. Could be seasonal but this is the most we have had all year and they do keep increasing. I wanted to bring your attention to the basketball courts on the corner of Booker, Kentucky, and Arbutus area. We have had problems in the past and you know they have left trash. Tommie has been over there a million times cleaning it all up. Well, we took it as an opportunity, I asked the Mayor and some of the policemen. They wanted to repave it, restripe it, and bring it back up to snuff over there and have our involvement a little bit more over there. So, the Mayor let us do it, it came out of the Police budget unfortunately he would not pay for it. So, we sealed it and stripped it, so it is an actual basketball court

now. On the 23rd of this month we are going to go down, which is a Sunday, and try to bring as many of the neighborhood kids down with us. We will be cooking hotdogs and giving them out. So, we wanted to let you guys know what is going to happen on the 23rd, it is a Sunday, this month. We will try to get that area so maybe a little buy in they would respect it a little more. We could bring it up and keep improving, that area over there. Cause it is always a residential problem, maybe if we are out there a little more often, then we bring these kids. We are always trying to get the public to bridge the gap over there. That is important to get these, especially the youth kids. **Warren:** That is a good idea because what it does is give the Police Department a connection with the residents and the users. I think most of the problems are coming from outside the immediate community. So, if they have a lock on with the Police Department, we can have an idea on who is participating in being there. We could sell to the residents to be proactive in protecting this because money has been put into this to improve it for your children and yourselves. So, do not let someone else come and cause some other issues. We just recently had a conversation with two of the residents down there that live within an eye shot of it. They have exchanged phone numbers so they are going to let us know if any issues are going on so we can knock this out quickly. If we do not, you know it gets worse. It has gotten a lot better than it was years ago. However, I believe over time we will get the area cleaned up, we will get new brighter signs, and might put something on the backboards. **Warren:** Maybe an appearance once in a while, maybe just watch. **Garratt:** We have to get down there on afternoon shift and play basketball with these kids. We are looking for someone that might be good to get on the basketball team and help us out, just trying to pick out somebody. (Someone suggested Mrs. Hardin) **Warren:** Sometimes height is a deception. (Everyone laughs). **Garratt:** That is all I have. **Davis:** Mr. Garratt, do we have cameras or anything at these places, our parks? **Garratt:** We do have cameras at our park. We have cameras there now, but the vans would have to get power there to run these cameras. There are recording all the time at Oakwood Park, down there we do not. We have entertained it, it was very expensive, but I am sure it is something else we need to look into again. I know there are some issues with restricting it to just our residents down there. There was an issue with that, a liability the Law Director brought to us last time. I think we can get a happy medium down there and look into those cameras again. **Davis:** Is there lights there that they could play late? **Garratt:** It closes at dark, and I'd rather keep it that way. If we come down there and someone is in the parking lot, that gives us the right to shoo them along. We do not want a gathering point down there. **Warren:** You know being a hang out. (Someone asked about time of event on 23rd). **Garratt:** I do not know yet to be honest with you because we just came up with the date yesterday. So, we are just trying to figure out the times. It will be around lunch time, so I imagine around noon. We will be there for several hours. **Davis:** Can you text us or email us? **Garratt:** Yes, I can email you guys because you are on break now. **Hardin:** Asked about motorcycles. **Garratt:** A motorcycle is out there, been hammering the stop signs as you all know by now. I know we have had a couple of complaints on Buckthorn and some other residential stop signs. Sometimes it is hard to get police cars to sit down there. You see them really easily block traffic which is against the goal. **Hardin:** You said you did have motorcycles out there? **Garratt:** We have had them out there. **Hardin:** Have not seen them come down the street, what hours does he run? **Garratt:** 4am-4pm. **Hardin:** Really? Ok. **Garratt:** He has been concentrating on Buckthorn for a little while because we had a bunch of problems up there. **Warren:** One of my co-workers lives on Buckthorn. Right around the corner of Buckthorn and Chinkapin, he is the one that told me, "They just zooming through the stop signs". I said what stop sign are you talking about because I could recollect the first one was on Buckthorn. I did not know how many stop signs he says, two. **Garratt:** We have two. **Warren:** Chinkapin and Larch Court. **Garratt:** We set up both of those in there. **Warren:** That is what he said, they just zooming through. **Garratt:** The guys went down there and had like six in a half an hour. **Hardin:** You got to keep it up because periodically... **Garratt:** We rotate them around; they do not know when we are going to be there or when we are not. We put the motorcycle down there, that helps out a lot. It is just another element. **Hardin:** Thank you for putting the street signs up too Tommie. **Warren:** Ok. **Mayor:** Chief, why didn't you mention the recent appointments. I only ask this because the City of Cleveland, has one less police officer today than they had a hundred years ago. That is the reason you hear all these poor response times in the City of Cleveland. **Garratt:** I mentioned that we actually did a promotion. Sergeant Grant retired, so we actually had a competitive test. They announce their names, the agency does the testing. There were eight of them who took the test, Patrolmen trying to get Sergeant's position. We had written tests and oral conducted by several other city chiefs that do not know any of the candidates. They were from far away, this company, The Clancy Company, is the one that performs the testing. It came down to the top two guys with a quarter point difference. These guys know I do not like doing promotions. I love the promotions for the guys getting it, but there are seven others. There was a big change, our Detective Wendel made Sergeant. So, he is going to eventually be out of the

Detective Bureau to take over shift. He has a couple of things to wrap up there. Another officer that is going to the Detective Bureau, is training a brand-new guy. We have to wait for him to finish the twelve-week training. He does six weeks, and another trainer does six weeks. Then we will have a big rotation of schedule changes for the officers in effect. **Hardin:** You will still do the 12 hours? **Garratt:** Yes, it is very efficient for scheduling. Allows us to put more officers in the street than the eight-hour days. Believe it or not it takes more officers to cover three eight-hour shifts than two twelves. **Warren:** A lot of places are going with twelve-hour shifts. Ones that transition to twelve-hour shifts during covid are staying there now. Cleveland Clinic is big on it now. **Garratt:** It is really good; we do not rotate the shifts. There have been so many studies. We used to rotate every thirty days; eight-hour shifts would rotate backwards. It was taking like seven years off their lives. So, we do permanent twelve-hour shifts, 4am-4pm, 4pm- 4a.m. When I first made chief, we were on 6am-6pm. We were in 4am-4pm and moved to 6am-6pm. We were in our department meeting, and everyone was there, and they said can we go back to 4am-4pm? I said, "well you are all here let's vote on it". Everyone voted yes and one person voted no, so we went back to 4am-4pm. The benefit to that is, the day shift comes in at 4a.m., and only has to deal with one rush hour. The second rush hour is a switch in shift and the second part gets that. For the night shift 4pm-4am, they leave at 4am, it is still dark, so psychologically, you get home it is still dark, you can sleep easier. So, it really worked out, everyone is benefiting, and we are not changing unless there is some kind of issue. We have been doing this for 20 years. **Davis:** You said this Detective Wendel is going to be Sergeant, right? **Garratt:** Correct. **Davis:** Now do we have to hire another detective or is that inside your group that you have already? Somebody else just takes that position. **Garratt:** Correct, we have another officer we are bringing in. There is a lot of training that goes into it. Which is what is nice about picking from your own people. If someone comes from outside, they will have to be trained on our techniques. It is nice to have somebody, it happens to be the person who was a court appointed lawyer and a Sergeant. **Warren:** I was hoping that it was. **Garratt:** It really worked out well, I gave that person the first-time opportunity for that position, and they graciously really wanted it, and it is a really good fit. It will be Detective Kelly, you will see him, I am really excited, and I think the department is going to do well. We have a really good core group of Officers now with our two new hires. One of them has twenty-two years of experience in Warrenville Heights and came here. He is probably more experienced than several of my guys just because of the things Warrenville has seen, so he is a great person to have. The other one started yesterday. He came out of the academy this year, young guy, real energetic, and really wants to make a difference. It is nice to have that fresh blood come in, it gets everybody else going. **Mayor:** It is too bad, I had a candidate ten years as a police officer in Las Vegas, but there is a problem when you are going from one state to another. **Garratt:** Yes, there is a lot of training. Believe it or not the Northeast area of the country, the rate our training far above some of the other cities. Which is great for us, but the Ohio Peace Officer Training Academy has standards. If you want to come over to law enforcement from somewhere else, you still have to meet these standards. Sometimes that means off to the academy again, and a guy with ten years of experience is not going back to the academy. So, unfortunately, sometimes it is only a matter of three or four weeks of training that is different, it is all on the state's standards. **Warren:** May we hear from the Mayor?

Mayor-Gottschalk: Thank you, Mr. Chairman, it has been an exhilarating last 5-7 days here at Oakwood. We had ABA Molecular, doing business with Sofie, to make injectables for cat scans for cancer and Alzheimer's patients. As I mentioned, they are going through a four and a half million-dollar expansion by way of Premiere Development. Community Care Ambulance Services who also works with University Hospital, a critical transport. They are looking at forty more ambulance drivers. Swift Filters is wanting to put up a minor 18,000 square foot expansion at the back of the building. Most interestingly, Donald King of Access Point, three buildings over on First Place on the left, has been working with a firm out of Paris, France. A major international firm that is interested in coming to Oakwood possibly to have their U.S. base here. It would be about thirty employees but wouldn't that be something? From Paris, France, major international company wanting to have their U.S. base here in Oakwood. We will know in September whether that is going to happen or not. So that is going to be quite exciting to wait for that. You are aware of course Interstate McBee, who had been in Cleveland since 1945, will actually begin operations in early October. Premier Development put up that building. They were looking at either Houston or Miami, as well with the Ohio Public Works coming in with over half a million dollars to refurbish some of that land down there, which was a mess, very helpful. Ohio Caterpillar is undergoing a four and a half million-dollar expansion where there are. This goes to say, I just had a meeting with president and founder of one of the largest industrial development companies in the United States, who jetted in here from California to

meet with a client in Akron-Canton. Then heard about Oakwood, we were meeting for an hour and a half. He wanted to know a little more about Oakwood, so that happened hours ago. Additionally, the Law Director informed me he had been informed by the Kroger people that we were waiting, they were putting together a redraft of the development agreement. They signed it some time ago. At that time, we were looking at, they were talking about \$13 million payroll eventually went to \$18 million, \$110 million dollar development program which now would be \$175 million. I am tired of talk from Kroger. I am tired of nothing happening. So, if we do not see this agreement, because the County is asking me as well, to see what they have. We could work together in putting it back to Kroger. If we do not see this thing by the end of the month, I am informing the CEO that I meet with him privately without these committees, which are ridiculous, but that was Kroger's conventional way of doing things. We need to work with the decision maker that is going to get things done or they are in default of the agreement with us. They owe us money and I will strip them of all their incentives, so the land is valueless to them. Premiere is ready to buy it back for immediate development. So, we will know that by the end of this month. My patience is exhausted, either we see results or moving forward. We have forty-five of our youth as part of our summer program. It was quite exciting to see not just the twelve- to fifteen-year-olds in a fire department, but even the seven and eight years old, doing CPR and first aid working on the dummies. It was quite something, just as our youth boys will be a part of the Junior Police Academy starting up in another week. Lastly, our concerts are beginning on the 20th. On the 27th, we will have the number one tribute band in the United States to the *Bee Gee's*, that is *Staying Alive*. The following week the number one tribute band to *Eagle's*, *Hotel California*. Then we will have Mike Elbert and his memories of *Elvis Show*. This is not blue swede shoes and hound dogs, this is Vegas. In addition to *If I Can Dream* and *American Trilogy*, we are getting the gospel like *How Great Thou Are*, *You Will Never Walk Alone*, and *Why Me Lord*. It is quite a show, and they will have people from Rochester to Chicago for this show. The following week will be the son of Jackie Wilson, Bobby Wilson, from Vegas. Then the last week at Mt. Zion, *Maxine Nightingale* will do a tribute to *Donna Summers*. So those are the shows planned, in addition 1490 is looking at maybe having three Friday night shows there with local acts. So that concludes my report, and I will not be taking any questions. **Davis:** If you find out about Kroger's, since we do not meet again until the end of August, can you email or text us. **Mayor:** Well, we may have to have a special meeting. **Davis:** Ok, so you will give us the information. **Mayor:** So, we will see about that, it's time. We have waited long enough; I am tired of the excuse of the Albertsons' deal. Again, they are in default of the agreement they already signed with us to begin with, so we move forward. The County is very anxious as well, let us see what they are resubmitting. We expect to have that as the Law Director is saying within weeks, so we can review it and move forward. **Davis:** My second question, when do we get flyers for the concert? **Mayor:** Well, I have been emersed with all this other stuff, it is amazing that phones are going to get lit up over here. **Davis:** Everyone keeps asking about them. **Mayor:** First one starts on the 20th. **Warren:** Well, this is the 11th, so you have time to get it out **Mayor:** Yes we will have it out within a week. **Matlock:** You said 1490 is that with Kent? 1490, on Friday? **Mayor:** Friday for three nights, Sam's Club will be out there as well offering water. They will get more involved than they have been in the past. **Davis:** On Thursday concerts or just Friday, for Sam's club? **Mayor:** Sam's Club is probably Thursday. **Davis:** Ok. **Warren:** Any questions for the Mayor? **Davis:** Do we know if Wendys is going to allow people to go in for bathrooms? We had that, then they stopped. **Mayor:** We will have some alternative. **Warren:** Why don't we get those porta potties? That is very commonplace. **Mayor:** Now we would use golf carts to take the people to either Wendy's or Levin, but porta potties would be a lot closer. **Warren:** Only takes about two or three of them. **Mayor:** Yes. **Warren:** Considering having it off to the side, under some trees or something. Any other questions? Ok, I will close this and open up the floor for public comments. This is the opportunity for residents to come and voice their concerns or accolades, or questions. Come up and give your name and address.

Open Floor Comments

John Bell, 6331 Sparrowhawk Way: How is everyone doing? John Bell, some of you may know me, I am H.O.A President out in the Meadows. So, all of my stuff is good stuff, so no complaints. First, I want to commend the Police Officers. You got a new guy that has been talking to the kids, he has been real cool with everybody. Over on Stonehaven and Whitetail Run we have this big, opened area, some of the kids have been playing football. Actually, I was throwing a few passes with them, I thought I could still do it. **Mayor:** John, there has been a concern from a number of your residents over there about kids particularly not from the area being over there. That is why you have seen more activity by the Police Force over there in the Meadows and over in Cape Cod. **Bell:** Well in our neighborhood, which is one of the things

I had to tell some of our residents. I was young too one time and I have two daughters. There are a lot of girls over there now and the boys are coming, they are just hanging out. They are not causing any trouble, but I think they are causing some concern to some of the residents. I even actually talked to one of the kids and he is a cool kid, but that is what they do. The other thing is, we just put in some seating benches, I sent an email around. They are really, really nice. We put about six to eight bushes around them, we built up the back area in between trees, we got black mulch. It looks fabulous. We put in three of them. We still have the lowest dues; I think the second lowest in the state. We are doing good over there and we are in the black. So, Finance Director, we are doing pretty good in that, I just wanted to get that out. The thing I wanted to ask though, not wanting money, just need some direction. These benches, I live on Sparrowhawk in the cul-de-sac, one day last week twenty-seven people walked by my house. So, we are starting to get more walkers. They are going to start using the benches, but they have dogs. What do we do as far as a doggy poop can and who would empty it? Do I need to go to Waste Management? How do I do that somewhere near the areas where we have the benches, if anyone knows? We can pay for it; we just do not know what direction to get into. **Mayor:** I threw that idea out years ago about having these containers for poop for dogs, but I do not know how much they are ever used. **Hardin:** Can I answer that? We have an ordinance "pooper scooper", it is on the books. I have seen it is like a stand and it has plastic bags in it, and it is rather expensive. So maybe you can check what they cost. **Hladky:** Cuyahoga County Solid Waste District, they help you get grants. **Gaither:** What does our ordinance say? **Warren:** When you are walking your dog you carry your own bag, then you dispose of it at your residence. **Hardin:** The little signs do not cost very much Tommie. I have seen the little signs that say, just a reminder. We can get the little signs, can't we Mayor? **Davis:** That is from the Sewer District. **Hardin:** We can get you some of those signs Mr. Bell. **Gaither:** Just take care of your own bag. **Bell:** As long as the cost do not go crazy, we can pay for it. We want to offer something because we have a lot of dogs and lot of walkers. **Warren:** Well, our ordinance requires people who are walking their dogs, carry the bag with them. Then when the dog or cat does whatever they do, then they scoop it up and put it in a bag. **Haba:** You know we do not want to pick up the dog treatment, but we have trashcans around other places in the Village where people congregate. We could put a trash can there and go around once a week, sometimes more in the summer, less in the winter and just dump those cans. **Hardin:** There you go. **Haba:** I do not think it would be that much in there. **Bell:** We clean up the area. We have two residents on Richmond Road, and myself, we went around and took bags and just cleaned up because you know we had that windstorm. That kind of trash will be in there too, just normal trash off Richmond. **Haba:** Well, we have a beautiful thing Debbie Hladky helped us get a couple of years ago. We have one back here, one for trash, one for recyclables, and the other one for cans and bottles. **Bell:** How many can we get? **Haba:** One, but there are three parts. **Bell:** Ok, cool. **Warren:** You know ironically, a gentleman came to the window last week and he was out there soliciting. I had never seen him before, but he was a pooper guy. He would dispatch his own business and they would go clean poop. I had not seen it before **Bell:** There's a guy at my job that does that. **Warren:** I do not know what that would cost but I can show you his card. **Bell:** Yes please. **Gaither:** I mean we have an ordinance so do we want to circumvent our ordinance? **Warren:** What? **Davis:** We have ordinances that you are not allowed to leave your dog poop. **Hardin:** So, we do not need anyone coming to pick it up, just pick your own up. **Davis:** You are responsible for yourself because there is a fine if they do not pick up. **Haba:** Yes but if they throw it in the trash, it is fine. **Callender:** Yes, a lot of people have been doing a better job with picking up the dog poop and everything. **Bell:** Yes, I got into a little thing with a neighbor, she was really upset because I asked her. I did not even care that her dog was on my yard, but I asked her "are you going to clean that up?", and she went ballistic. **Davis:** Remind her there is an ordinance and a fine. **Warren:** As a matter of fact, it might be something that the Council Clerk could give you. A copy of the ordinance to circulate. **Bell:** Yea, I could put it in the newsletter. **Davis:** With what the fines are. **Bell:** The other thing is, we put something out there, but we may still have an issue with it. We have eleven ponds, nine retention and two detentions. The people who are next to the ponds fertilize with high phosphorus; it turns the ponds green. So, all that stuff builds on there, I think they are starting to understand. So, we came in there with aqueduct and cleaned up everything and left some notes. I was wondering if there is a way maybe the city could put out an email or in the newsletters about using heavy phosphorus. We do it in the community, but some people just want green grass and that is the end of it. **Callender:** I will send it out. **Bell:** Ok, I appreciate that. One more thing, school season is coming up. Two of the corner neighbors have noticed, and I sent the email to them last year, but Solon uses our area as a turnaround. So, their bus comes up Richmond, makes a left into Sparrowhawk, knocks that rock into the street at least three times per year, breaks the irrigation systems, comes back around to Morning Glory and then back on Richmond. So, one of the neighbors took a picture and one took a video. I took that and sent it to them, so it stopped. About two or three months

later, twice as many buses started coming through there, they use it as a turnaround. They even come all the way down in the cul-de-sac and back up because they cannot turn all the way, while our kids are trying to get to our buses. **Callender:** I can talk to the Transportation Director. **Bell:** I can send the emails that we have. **Davis:** He is talking about Solon. **Bell:** Not Bedford, Bedford comes from the other direction and is fine. **Callender:** Yea if you could send me those emails. **Debbie Hladky:** you have to talk to Solon Transportation Department because they are the ones who make the routes. **Hardin:** I thought you had all good stuff. **Bell:** That is, it, I just really wanted to get it out there about the officers and how they are treating our area. **Hardin:** Awesome. **Bell:** Oh, one more thing for you, storm basin. We have to have them inspected. So, we called Lake Duct or Aqueduct one of them and they were like \$34,000.00, for an inspection. **Hren:** Yea that is too much. I can send you a list of firms that do that. I will take a look at who else submits it from some of the other businesses that have potential basins, I will get you a list. **Bell:** Ok, because we had someone on our H.O.A Board, we had to remove but they live in the Bedford area, and they are sending us all types of inspection things to our area. I guess they are upset. So, when we started getting these quotes, they were coming in at \$30k-\$34,000.00. **Hren:** It is a walk through, they will come check the basins are working properly, nothing major. They are not doing like chemical tests or anything like that. **Bell:** Gave his email address: belljohnjr@gmail.com. **Davis:** Ms. Joseph, do you have his address? **Joseph:** I do not. **Bell:** 6331 Sparrowhawk way. I appreciate what you have been doing, over there has been nice, the shrubbery, the landscaping, everything. **Callender:** Can I say something really quick? I just wanted to commend Mr. Bell; he has been president for how long? **Bell:** This will be my 10th year. **Callender:** He has done a tremendous job. **Bell:** Thank you. **Warren:** Any other residents?

Sofia Johnson, Bedford librarian, 70 Columbus Road: The library has a program called Digital Navigators and you can call, and someone will meet with you one on one. They will do introductory computer skills and help you understand your phone better. In addition to that we have a grant, and we can help determine if someone meets the income guidelines to help them get reduced internet. So, I will leave the flyers, Digital Navigators and so they do introductory skills as well as check to see if you can receive reduced internet. Lastly, Saturday August 5th, there's basic car maintenance and repair program and that is a Saturday at 11 a.m. **Hardin:** Good information. **Warren:** Do you need any volunteer cars? **Gaither:** I will say about the Digital Navigator program if you have a Mac do not expect a lot. **Sofia:** Oh yea, do you use digital? **Gaither:** It is great with windows, HP, something like that but they are kind of shy on what to do with the Mac. **Warren:** Ok and I will close the floor for public comment so we can proceed with today's agenda.

Floor closed.

Legislation

2023-23 AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATION AGREEMENT WITH THE VILLAGE OF GLENWILLOW, CITY OF MACEDONIA, AND CITY OF TWINSBURG TO ALLOW THE CITY OF TWINSBURG TO APPLY TO THE OHIO PUBLIC WORKS COMMISSION FOR A POTENTIAL GRANT FOR THE FUNDING OF THE RICHMOND ROAD, SHEPARD ROAD, BROADWAY AVENUE, AND RAVENNA ROAD INTRSECTION IMPROVEMENT PROJECT

Second Read

Motion to suspend 2023-23 made by Gaither seconded by Davis

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

Motion to adopt 2023-23 made by Hardin seconded by Gaither

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

MOTION PASSED

2023-24 AN EMERGENCY ORDINANCE AUTHORIZING THE VILLAGE ENGINEER TO PREPARE PLANS AND SPECIFICATIONS, TO ADVERTISE FOR BIDS, AND PROCEED WITH ROAD REPAIRS ON VARIOUS STREETS AND COUNTY ROUTES LOCATED WITHIN THE

VILLAGE

First Read

Motion to suspend 2023-24 made by Hardin seconded by Davis

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

Motion to adopt 2023-24 made by Hardin seconded by Davis

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

MOTION PASSED

2023-25 AN ORDINANCE AUTHORIZING CHANGE ORDER NO. 1 FOR
NERONE AND SONS, INC, INCREASING THE CONTRACT BY
\$45,720.21, FOR THE FORBES-RICHMOND PUMP STATION AND
SANITARY FORCE MAIN REPAIR PROJECT IN THE VILLAGE
OF OAKWOOD AND DECLARING AN EMERGENCY

First Read

Motion to suspend 2023-25 made by Hardin seconded by Davis

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

Motion to adopt 2023-25 made by Davis seconded by Hardin

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

MOTION PASSED

2023-26 AN EMERGENCY RESOLUTION ADOPTING THE ALTERNATE
FORMAT TAX BUDGET FOR THE YEAR 2024

First Read

Motion to suspend 2023-26 made by Gaither seconded by Callender

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

Motion to adopt 2023-26 made by Hardin seconded by Gaither

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

MOTION PASSED

2023-27 A RESOLUTION OF CONDOLENCES FOR THE FAMILY OF
ELYANE G. GOINS

First Read

Motion to suspend 2023-27 made by Davis seconded by Callender

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

Motion to adopt 2023-27 made by Hardin seconded by Gaither

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

MOTION PASSED

Motion to adjourn made by Callender seconded by Davis

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

Adjourned at 8:53pm

Approved _____

Tanya A. Joseph, Clerk of Council

Johnnie Warren, Council President