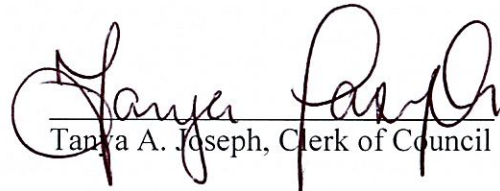


## **NOTICE OF SPECIAL COUNCIL MEETING**

Pursuant to Section 7.08 of the Charter of the Village of Oakwood, notice is hereby given of the calling of a **Special Council Meeting** by Erica Nikolic, Johnnie Warren, Taunya Scruggs, Eloise Hardin, Paggie Matlock, Mary Davis, and Candace Williams to be held on **March 28<sup>th</sup>, 2024, at 5:00 p.m.** in the Village Council Chambers, 24800 Broadway Avenue, Oakwood Village, Ohio 44146, to consider the following matter(s):

(See attached Agenda for further information)

In accordance with the provisions contained in the Village Charter no other matters will be considered by Village Council other than those listed herein.



Tanja A. Joseph, Clerk of Council

**VILLAGE OF OAKWOOD  
COUNCIL SPECIAL MEETING**

**MARCH 28<sup>TH</sup>, 2024**

**5:00 P.M.**

**AGENDA**

Pursuant to Section 7.08 of the Charter of the Village of Oakwood, Erica Nikolic, Johnnie Warren, Taunya Scruggs, Eloise Hardin, Paggie Matlock, Mary Davis, and Candace Williams are hereby calling a Special Meeting of Village Council to consider the following:

---

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

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

---

- 4. Permanent Appropriations**
- 5. City of Solon's Contract**
- 6. Pay Ordinance (J. Schade)**
- 7. Legislation to Approve Forensic Audit Fees**
- 8. Executive Session** to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official
- 9. Legislation**

**2024-11**

Introduced 3-26-24  
By Mayor and  
Council as a whole  
1<sup>st</sup> read 3-26-24  
2<sup>nd</sup> read 3-28-24

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF SOLON REGARDING THE CUSTODY, SUPERVISION, CONFINEMENT AND BOARD OF PRISONERS AND DECLARING AN EMERGENCY**

**2024-14**

Introduced 3-26-24  
By Mayor and  
Council as a whole  
1<sup>st</sup> read 3-28-24

**AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR OF THE VILLAGE OF OAKWOOD TO ENTER INTO A CONTRACT WITH THE OHIO AUDITOR OF STATE KEITH FABER TO CONDUCT A SPECIAL AUDIT OF THE VILLAGES'S NONPAYROLL DISBURSEMENTS FOR THE PERIOD JANUARY 1<sup>ST</sup>, 2017, TO MAY 31<sup>ST</sup>, 2022, AND DECLARING AN EMERGENCY**

**2024-15**

Introduced 3-26-24  
By Mayor and  
Council as a whole  
1<sup>st</sup> read 3-28-24

**AN EMERGENCY ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF OAKWOOD, OHIO FOR THE YEAR 2024**

**2024-16**

Introduced 3-26-24  
By Mayor and  
Council as a whole  
1<sup>st</sup> read 3-28-24

**AN EMERGENCY ORDINANCE PROVIDING FOR THE COMPENSATION OF JAMES SCHADE**

- 10. Adjournment**

RESOLUTION NO. 2024-11

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO  
ENTER INTO AN AGREEMENT WITH THE CITY OF  
SOLON REGARDING THE CUSTODY, SUPERVISION,  
CONFINEMENT AND BOARD OF PRISONERS AND  
DECLARING AN EMERGENCY**

**WHEREAS** due to expenses, availability and staffing Oakwood has ceased using the jail facility located in the City of Bedford and is now utilizing the jail facility in the City of Solon; and,

**WHEREAS** the Solon jail facility has provided good service on a cost-effective basis and the Village has determined that it is advantageous to enter a contract for jail services with the City of Solon.

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

**SECTION 1.** The Mayor be and is hereby authorized to enter into an Agreement with the City of Solon for the custody, supervision, confinement and board of Oakwood Villages prisoners, a copy of said Agreement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A".

**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 that the same relates to the daily operation of a municipal department, therefore, provided it receives two-thirds ( $\frac{2}{3}$ ) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

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

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

Presented to the  
Mayor \_\_\_\_\_

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

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

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-11 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**POSTING CERTIFICATE**

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-11 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted in accordance with the Oakwood Village Charter

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

**AGREEMENT  
BETWEEN THE CITY OF SOLON  
AND THE VILLAGE OF OAKWOOD  
FOR  
PRISONER HOUSING SERVICES**

The **CITY OF SOLON** ("**Solon**") and the **VILLAGE OF OAKWOOD** ("**Oakwood**") agree as of the 1st day of March, 2024 ("Effective Date") that Oakwood may use the City of Solon Jail Facility ("Facility") for persons to be incarcerated by legal authority of Oakwood or its court systems.

**INFORMATION:**

<b>CITY:</b>	Village of Oakwood
<b>ADDRESS:</b>	24800 Broadway Ave.
<b>CITY:</b>	Oakwood
<b>STATE:</b>	Ohio
<b>ZIP:</b>	44146
<b>PHONE:</b>	440-232-1035
<b>CONTACT:</b>	Chief Mark Garrett

**TERM:**

This Agreement shall be in effect beginning on the Effective Date first stated above and shall end on the same date **thirty-six (36) months** thereafter, unless sooner cancelled in writing by either party, or unless extended by agreement of the parties in writing. For purposes of this Agreement, the term is divided into **three** consecutive twelve-month periods referred to as "Contract Years." Either party may cancel this Agreement without cause by providing the other party at least ninety (90) days advance written notice.

In the event that this Agreement is cancelled by the City of Solon prior to its expiration, Oakwood shall be entitled to a one-time credit on account equal to no more than one month's Base Amount due for annualized service costs as specified below.

In the event that this Agreement is cancelled by the Village of Oakwood prior to its expiration, Oakwood shall be responsible only for an amount equal to the Base Amount, as defined herein, multiplied by the number of months the service is used (i.e. until the cancellation is effective), except that the amount owed for the final month shall be a pro-rated amount of the monthly Base Amount, for the actual number of days in that month until the cancellation date, plus additional charges as permitted in this Agreement.

**ANNUALIZED SERVICE COSTS:**

Oakwood agrees to pay Solon fifty-four thousand and 00/100 \$54,000.00 per annum as compensation for confining, supervising, boarding and providing other services for any and all prisoners, subject to the credit and additional fee provision below, plus additional and medical care costs, as agreed to in this Agreement. Solon shall send an invoice to Oakwood periodically, but no more frequently than monthly: monthly invoices shall have a base amount due of \$4,500.00 ("Base

Amount”), plus other accrued charges as specified below. Solon has the right to assess 1% interest per month on any unpaid invoice after sixty (60) days from the date of the invoice. Any interest charged shall not exceed 12% per year and shall not be assessed against any invoice disputed by Oakwood. Solon shall not assess any interest, penalties, late fees or other charges other than those expressly agreed to in this Agreement.

**THE VILLAGE OF OAKWOOD AGREES TO AND/OR WILL:**

1. Transport prisoners to the Facility as needed by Oakwood Police, subject to Solon notifying Oakwood that it does not have sufficient capacity to accept any more prisoners or that prisoners cannot be housed due to medical, psychological, dental, vision, legal, or other extraordinary circumstance.
2. Pay charges as specified on this Agreement directly to the City of Solon, as billed.
3. Assume responsibility for costs associated with all medical, psychological, dental, vision care, prescription medication, and/or other extraordinary costs or services that may arise from Solon’s confinement of Oakwood’s prisoners.
4. Assume responsibility that all appropriate and necessary legal documents are served on those persons incarcerated by Oakwood, with required copies to Solon.
5. Assume responsibility for the transportation and appearance of Oakwood’s prisoners at all in-person court or legal proceedings.
6. Supply the City of Solon Correction Officers with sufficient information as may be reasonably required to ensure the completion of all necessary prisoner documentation and processing.
7. Assume responsibility for the timely notice of release of inmates incarcerated by Oakwood.
8. Assign any rights of revenue or collection from any third party to Solon regarding any sentenced prisoner that the County will pay housing or medical reimbursement for to Oakwood.
9. Maintain liability insurance or an equivalent insurance rider in an amount not less than \$500,000 per incident or \$1,000,000 per annum for any prisoner housed or confined by the City of Solon as authorized by Oakwood.
10. Ohio Revised Code 5705.41 requires that Oakwood certify that the funds necessary to pay for this agreement have been appropriated and either collected or are in the process of collection. Oakwood and Solon agree and acknowledge that the volume of services required by this agreement are not fixed and may vary based upon public safety needs within Oakwood. Oakwood, in accordance with Ohio Revised Code 5705.41 will initially

certify this agreement for \$60,000.00 In the event that services provided by Solon are anticipated to exceed the initial certification amount, as determined by the fiscal officer of Oakwood, and/or exceed the initial certification amount, Oakwood agrees to seek, in good faith and in a timely manner, the appropriation of additional funds from Oakwood's legislative authority. Upon obtaining the appropriation of additional funds, the agreement shall be re-certified by the fiscal officer of Oakwood.

**THE CITY OF SOLON AGREES TO AND/OR WILL:**

1. Accept prisoners transported to the Facility by the Oakwood Police Department, except when Solon has notified Oakwood that it cannot accept the prisoner (s) from Oakwood due to housing availability, or medical, psychological condition.
2. Perform City of Solon required booking functions and processing, with records access to the Oakwood Police Department.
3. Ensure the proper housing, custody, confinement, feeding, supervision and care of persons incarcerated for Oakwood.
4. Provide and complete, (with information provided by the Oakwood Police Department) the necessary and appropriate forms for reception, booking, and release, with the exception to DNA collection.
5. Provide video arraignment services from the Facility to the Bedford Municipal Court at no additional cost to Oakwood.
6. Facilitate emergency medical, psychological, dental, or vision care to prisoners of Oakwood, including emergency transportation to a hospital or mental facility as determined by the City of Solon Fire Department and/or the Jail Staff Physician at Oakwood's cost.
7. The City of Solon Fire Department and/or the Jail Staff Physician shall provide routine medical care at no additional cost to Oakwood.
8. Notify the Oakwood Police Department as soon as practicable of any medical care and/or other extraordinary costs or services that become necessary, and prior to transport to a medical facility for any non-emergency care.
9. In the event that Oakwood's prisoner is treated as a patient at any medical facility, the Oakwood Police will maintain responsibility for security for their prisoner while at that facility. The City of Solon will provide a police officer or correction officer for a reasonable period of time, not to exceed one hour. The City of Solon agrees to provide notice to Oakwood's Chief of Police or the Chief's designee in a timely manner of the need for Oakwood to provide such security. If the Oakwood Police Department cannot provide security within the one-hour time frame, Solon will continue to guard the inmate at an

hourly rate of 1.5 times the top hourly rate under the officer's collective bargaining agreement or highest statutorily established rate of pay. Hourly charges will be included on the periodic invoice.

IN WITNESS WHEREOF, authorized representatives of the parties to this AGREEMENT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

**CITY OF SOLON**

**VILLAGE OF OAKWOOD**

\_\_\_\_\_  
Edward H. Kraus, Mayor

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

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Lobe, Esq., Director of Law

\_\_\_\_\_  
James Climer, Esq. Director of Law

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I certify that the money required to meet this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian Thompson, Fiscal Officer,  
Village of Oakwood



## RESOLUTION NO. 2022-7

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO  
ENTER INTO AN AGREEMENT WITH THE CITY OF  
SOLON REGARDING THE CUSTODY, SUPERVISION,  
CONFINEMENT AND BOARD OF PRISONERS AND  
DECLARING AN EMERGENCY**

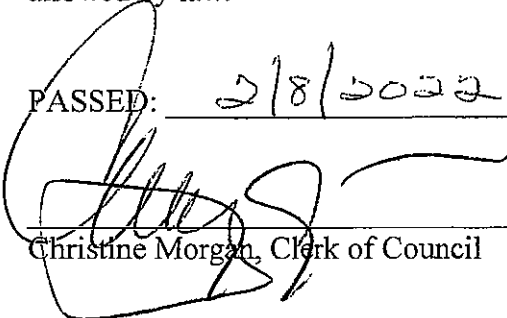
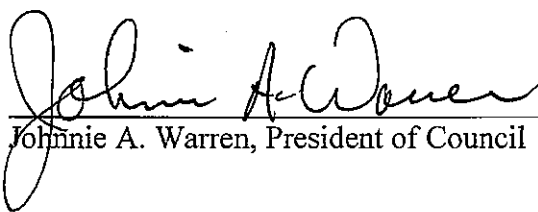
**WHEREAS** due to expenses, availability and staffing Oakwood has ceased using the jail facility located in the City of Bedford and is now utilizing the jail facility in the City of Solon; and,

**WHEREAS** the Solon jail facility has provided good service on a cost-effective basis and the Village has determined that it is advantageous to enter a contract for jail services with the City of Solon.

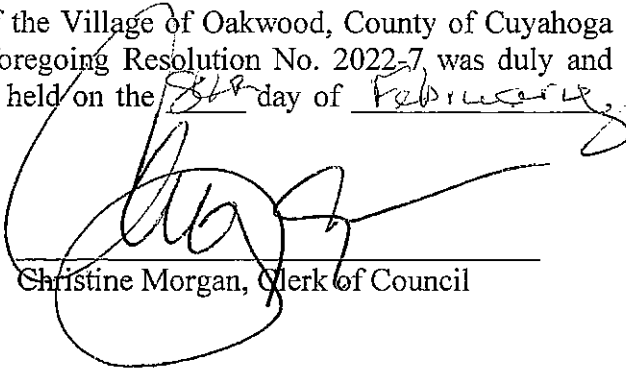
**NOW THEREFORE, BE IT RESOLVED** by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

**SECTION 1.** The Mayor be and is hereby authorized to enter into an Agreement with the City of Solon for the custody, supervision, confinement and board of Oakwood Villages prisoners, a copy of said Agreement is attached hereto, expressly made a part hereof by reference and marked Exhibit "A".

**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 that the same relates to the daily operation of a municipal department, therefore, provided it receives two-thirds ( $\frac{2}{3}$ ) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

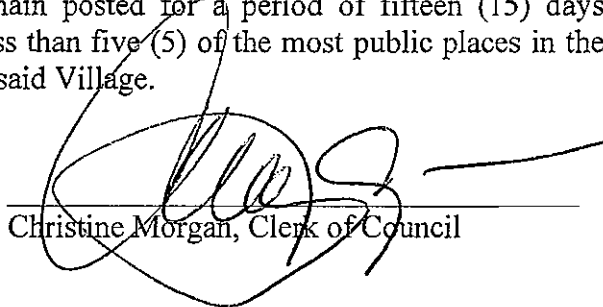
PASSED: 2/8/2022  
Christine Morgan, Clerk of Council  
Johnnie A. Warren, President of CouncilPresented to the  
Mayor 2/9/2022Approved: 2/9/2022  
Mayor, Gary V. Gotschall

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2022-7 was duly and regularly passed by this Council at the meeting held on the 28th day of February, 2022.

  
Christine Morgan, Clerk of Council

### POSTING CERTIFICATE

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2022-7 was duly posted on the 28th day of February, 2022, 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.

  
Christine Morgan, Clerk of Council

DATED: 2/28/2022

**AGREEMENT  
BETWEEN THE CITY OF SOLON  
AND THE VILLAGE OF OAKWOOD  
FOR  
PRISONER HOUSING SERVICES**

The **CITY OF SOLON** ("Solon") and the **VILLAGE OF OAKWOOD** ("Oakwood") agree as of the 1st day of March, 2022 ("Effective Date") that Oakwood may use the City of Solon Jail Facility ("Facility") for persons to be incarcerated by legal authority of Oakwood or its court systems.

**INFORMATION:**

<b>CITY:</b>	Village of Oakwood
<b>ADDRESS:</b>	24800 Broadway Ave.
<b>CITY:</b>	Oakwood
<b>STATE:</b>	Ohio
<b>ZIP:</b>	44146
<b>PHONE:</b>	440-232-1035
<b>CONTACT:</b>	Chief Mark Garrett

**TERM:**

This Agreement shall be in effect beginning on the Effective Date first stated above and shall end on the same date **twenty four (24) months** thereafter, unless sooner cancelled in writing by either party, or unless extended by agreement of the parties in writing. For purposes of this Agreement, the term is divided into **two** consecutive twelve-month periods referred to as "Contract Years." Either party may cancel this Agreement without cause by providing the other party at least ninety (90) days advance written notice.

In the event that this Agreement is cancelled by the City of Solon prior to its expiration, Oakwood shall be entitled to a one-time credit on account equal to no more than one month's Base Amount due for annualized service costs as specified below.

In the event that this Agreement is cancelled by the Village of Oakwood prior to its expiration, Oakwood shall be responsible only for an amount equal to the Base Amount, as defined herein, multiplied by the number of months the service is used (i.e. until the cancellation is effective), except that the amount owed for the final month shall be a pro-rated amount of the monthly Base Amount, for the actual number of days in that month until the cancellation date, plus additional charges as permitted in this Agreement.

**ANNUALIZED SERVICE COSTS:**

Oakwood agrees to pay Solon \$50,000.00 per annum as compensation for confining, supervising, boarding and providing other services for any and all prisoners, subject to the credit and additional fee provision below, plus additional and medical care costs, as agreed to in this Agreement. Solon shall send an invoice to Oakwood periodically, but no more frequently than monthly: monthly invoices shall have a base amount due of \$4,166.66 ("Base Amount"), plus

other accrued charges as specified below. Solon has the right to assess 1% interest per month on any unpaid invoice after sixty (60) days from the date of the invoice. Any interest charged shall not exceed 12% per year and shall not be assessed against any invoice disputed by Oakwood. Solon shall not assess any interest, penalties, late fees or other charges other than those expressly agreed to in this Agreement.

The Parties agree that the expected volume of services provided, based on historical data, is approximated. In the event that the actual number of bookings and housings at the end of each contract year varies from this estimate, the following one-time adjustments will be made:

Less than 75 bookings in a Contract Year - \$6,000.00 credit on account to Oakwood.

More than 400 prisoner days in a Contract Year - \$6,000.00 additional fee due by Oakwood to Solon.

**THE VILLAGE OF OAKWOOD AGREES TO AND/OR WILL:**

1. Transport prisoners to the Facility as needed by Oakwood Police, subject to Solon notifying Oakwood that it does not have sufficient capacity to accept any more prisoners or that prisoners cannot be housed due to medical, psychological, dental, vision, legal, or other extraordinary circumstance.
2. Pay charges as specified on this Agreement directly to the City of Solon, as billed.
3. Assume responsibility for costs associated with all medical, psychological, dental, vision care, prescription medication, and/or other extraordinary costs or services that may arise from Solon's confinement of Oakwood's prisoners.
4. Assume responsibility that all appropriate and necessary legal documents are served on those persons incarcerated by Oakwood, with required copies to Solon.
5. Assume responsibility for the transportation and appearance of Oakwood's prisoners at all in-person court or legal proceedings.
6. Supply the City of Solon Correction Officers with sufficient information as may be reasonably required to ensure the completion of all necessary prisoner documentation and processing.
7. Assume responsibility for the timely notice of release of inmates incarcerated by Oakwood.
8. Assign any rights of revenue or collection from any third party to Solon regarding any sentenced prisoner that the County will pay housing or medical reimbursement for to Oakwood.

9. Maintain liability insurance or an equivalent insurance rider in an amount not less than \$500,000 per incident or \$1,000,000 per annum for any prisoner housed or confined by the City of Solon as authorized by Oakwood.
10. Ohio Revised Code 5705.41 requires that Oakwood certify that the funds necessary to pay for this agreement have been appropriated and either collected or are in the process of collection. Oakwood and Solon agree and acknowledge that the volume of services required by this agreement are not fixed and may vary based upon public safety needs within Oakwood. Oakwood, in accordance with Ohio Revised Code 5705.41 will initially certify this agreement for \$60,000.00 In the event that services provided by Solon are anticipated to exceed the initial certification amount, as determined by the fiscal officer of Oakwood, and/or exceed the initial certification amount, Oakwood agrees to seek, in good faith and in a timely manner, the appropriation of additional funds from Oakwood's legislative authority. Upon obtaining the appropriation of additional funds, the agreement shall be re-certified by the fiscal officer of Oakwood.

**THE CITY OF SOLON AGREES TO AND/OR WILL:**

1. Accept prisoners transported to the Facility by the Oakwood Police Department, except when Solon has notified Oakwood that it cannot accept the prisoner (s) from Oakwood due to housing availability, or medical, psychological condition.
2. Perform City of Solon required booking functions and processing, with records access to the Oakwood Police Department.
3. Ensure the proper housing, custody, confinement, feeding, supervision and care of persons incarcerated for Oakwood.
4. Provide and complete, (with information provided by the Oakwood Police Department) the necessary and appropriate forms for reception, booking, and release, with the exception to DNA collection.
5. Provide video arraignment services from the Facility to the Bedford Municipal Court at no additional cost to Oakwood.
6. Facilitate emergency medical, psychological, dental, or vision care to prisoners of Oakwood, including emergency transportation to a hospital or mental facility as determined by the City of Solon Fire Department and/or the Jail Staff Physician at Oakwood's cost. The City of Solon Fire Department and/or the Jail Staff Physician shall provide routine medical care at no additional cost to Oakwood.
7. Notify the Oakwood Police Department as soon as practicable of any medical care and/or other extraordinary costs or services that become necessary, and prior to transport to a medical facility for any non-emergency care.

8. In the event that Oakwood's prisoner is treated as a patient at any medical facility, the Oakwood Police will maintain responsibility for security for their prisoner while at that facility. The City of Solon will provide a police officer or correction officer for a reasonable period of time, not to exceed one hour. The City of Solon agrees to provide notice to Oakwood's Chief of Police or the Chief's designee in a timely manner of the need for Oakwood to provide such security. If the Oakwood Police Department cannot provide security within the one hour timeframe, Solon will continue to guard the inmate at an hourly rate of 1.5 times the top hourly rate under the officer's collective bargaining agreement or highest statutorily established rate of pay. Hourly charges will be included on the periodic invoice.

IN WITNESS WHEREOF, authorized representatives of the parties to this AGREEMENT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

**CITY OF SOLON**

\_\_\_\_\_  
Edward H. Kraus, Mayor

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

APPROVED AS TO FORM:

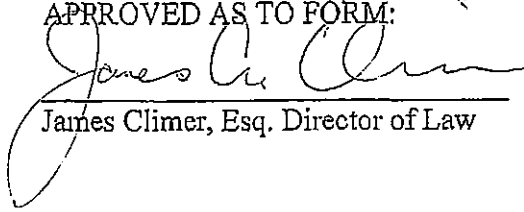
\_\_\_\_\_  
Thomas Lobe, Esq., Director of Law

**VILLAGE OF OAKWOOD**

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

Date: 2-15-2022

APPROVED AS TO FORM:

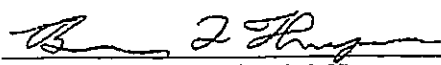
  
\_\_\_\_\_  
James Climer, Esq. Director of Law

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I certify that the money required to meet this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

2-10-22

  
\_\_\_\_\_  
Brian Thompson, Fiscal Officer,  
Village of Oakwood

ORDINANCE NO. 2024-14

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR OF THE VILLAGE OF OAKWOOD TO ENTER INTO A CONTRACT WITH THE OHIO AUDITOR OF STATE KEITH FABER TO CONDUCT A SPECIAL AUDIT OF THE VILLAGE'S NONPAYROLL DISBURSEMENTS FOR THE PERIOD JANUARY 1, 2017, TO MAY 31, 2022, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Ohio Auditor of State Keith Faber has provided a Letter of Arrangement concerning the special audit to be conducted by an Engagement Team comprised of a Forensic Auditor and Forensic Audit Managers as set forth in Exhibit A; and

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

**SECTION 1.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the Village, the reason for the emergency being the same that relates to the daily operation of a municipal department and the ability of the village to provide uninterrupted services to the citizens of the Village, therefore, provided it receives the two-thirds vote of all members of Council elected thereto. Said ordinance shall be in full force and effect immediately upon its adoption by this council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

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

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

Presented to the  
Mayor \_\_\_\_\_

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

\_\_\_\_\_  
Mayor – Gary V Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-14 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

**POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, does hereby certify that Ordinance 2024-14 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 and will remain posted in accordance with the Oakwood Village Charter.

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

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



# OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street  
Columbus, Ohio 43215  
FraudOhio@ohioauditor.gov  
(800) 282-0370  
Report fraud: 866-Fraud-OH

March 6, 2024

Brian Thompson, Finance Director  
Village of Oakwood  
24800 Broadway Ave.  
Oakwood, OH 44146

This engagement letter describes the arrangement between the Village of Oakwood (the Village) and the Auditor of State including the objective and scope of the services we will provide, the Village's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the Village's special audit needs.

## **SUMMARY OF SERVICES**

We will conduct a special audit of the Village's nonpayroll disbursements for the period January 1, 2017 to May 31, 2022 (Period). We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of the special audit will be:

- Examine certain disbursements made by the Village during the Period to determine whether the disbursements were supported and for purposes related to the operations of the Village.

This objective will relate only to the items specified and will not extend to any financial statements of the Village as a whole. At the conclusion of this engagement, we will issue a special audit report and communicate the results of our procedures and related findings to the Village.

## **Engagement Team**

The engagement will be led by:

- \* Tiffany Ridenbaugh, Chief Forensic Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- \* Melissa Barnett, Senior Forensic Audit Manager, who will be responsible for managing the delivery of our services to you; and
- \* Georgiana Mavros, Forensic Audit Manager, who will be responsible for our services to you for the special audit objectives.

## **OUR AUDITOR RESPONSIBILITIES**

The *Summary of Services* above describes our responsibilities for the Village's special audit.

We will conduct our audit in accordance with the Auditor of State Special Investigations Unit, Quality Standards.

### **Additional Auditor Responsibilities and Communication**

We are responsible for completing the objective noted above and for reporting any exceptions, as it relates to that objective. We have no responsibility to perform procedures beyond those described above. However,

---

Efficient • Effective • Transparent





if other matters come to our attention indicating potential findings for recovery, federal questioned costs, or significant noncompliance with contract provisions, grant agreements, or local, state, and federal laws or regulations, we may determine that additional procedures are required. A description of the additional procedures and the results of applying those procedures will also be included in our report. Additional procedures applied will be included as an amendment to this letter of arrangement. As part of this engagement the Auditor of State will communicate certain matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- Status updates for the special audit
- Draft findings

### **TERMS AND CONDITIONS SUPPORTING FEE**

As a result of our planning process, the Village and the Auditor of State have agreed the Special Investigations Unit (SIU) will perform a special audit based on the objective noted on page 1 for an agreed-upon fee, subject to the following conditions.

#### **Our Auditor Responsibilities:**

In providing our services, we will consult with the Village regarding matters related to the special audit procedures. Accordingly, our fee includes estimated time necessary for this consultation. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the Village will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter*.

#### **Your Management Responsibilities:**

The Village will provide in a timely manner all financial records and related information to us, including timely communication of all significant matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the Village is unable to provide these schedules, information and assistance, the Auditor of State and the Village will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

You should recognize that the Auditor of State has the statutory authority to issue subpoenas for records and documents necessary to complete the engagement. Should the Auditor of State incur significant costs associated with subpoenaing such documents; the costs of such process may be billed to you, in addition to the engagement fee stated below.

#### **Fee**

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our special audit services will not exceed \$13,200.

Pursuant to Ohio Rev. Code § 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds. For more information, refer to the annual *Hourly Audit Rates and Allocation of Audit Costs* technical bulletin available at [www.ohioauditor.gov](http://www.ohioauditor.gov).

### **eServices Portal and Billing**

The Auditor of State's billing statements are available through the office's eServices portal located at <https://eservices.ohioauditor.gov>. Clients are required to designate one, or more, authorized users who must complete the registration process to establish an eServices account. A confirmed account will have the ability to access and/or update information regarding their customer account, including Village contact information, billing and payments, and an electronic check option for online payments. Authorized users are encouraged to keep eServices contact information updated.

Auditor of State billing statements are prepared monthly and are sent to clients who have an outstanding balance through a paperless electronic billing system. The Village will receive an email notification at the beginning of the month that a statement is available for review. Clients are to access their billing statement upon receipt through eServices, and payment is due by the date identified on the statement.



### **Delinquent Accounts**

A failure to pay the Auditor of State in full within the forty-five days of the payment due date, identified on the monthly statement, shall constitute a delinquent account. Continued failure to make payment will result in the delinquent account being certified to the Ohio Attorney General's Office, Collection Enforcement, for collection under Ohio Rev. Code § 131.02(A). Alternatively, Ohio Rev. Code § 117.13(D) authorizes the Director of the Office of Budget and Management or the county auditor, in order to satisfy certified balances owed to the office of the Auditor of State, to withhold from a public office with delinquent accounts any amounts that are available up to the amount owed by the public office from those funds lawfully payable and due to the public office.

Audit clients experiencing difficulty meeting these requirements should contact the Auditor of State's Finance Department to make arrangements to pay delinquent balances prior to certification. Outstanding delinquent accounts may impact audit eligibility for reduced services, including agreed upon procedures and basic audits.

### **REPORTING**

Any findings of the Special Audit will be reported to the Village in a special audit report.

### **ACCESS TO OUR REPORTS AND WORKING PAPERS**

Under Revised Code § 117.26, an audit report becomes a public record under Ohio Rev. Code § 149.43 when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

### **PEER REVIEW REPORT**

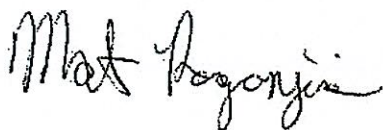
As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at [https://ohioauditor.gov/publications/Peer\\_Opinion.pdf](https://ohioauditor.gov/publications/Peer_Opinion.pdf). Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

### **ACKNOWLEDGEMENT AND AGREEMENT**

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our special audit including our respective responsibilities. If you have any questions, please call Melissa Barnett, Senior Forensic Audit Manager at 614-779-1520.

Sincerely,

KEITH FABER  
Auditor of State



Mate Rogonjic  
Assistant Chief Forensic Auditor, Special Investigations Unit

Attachment

cc: Council President Erica Nikolic; Council-At-Large Johnnie Warren; Council Members Taunya Scruggs, Eloise Hardin, Paggie Matlock, Mary Davis, and Candace Williams; and Mayor Gary Gottschalk

\_\_\_\_\_  
ACKNOWLEDGED AND AGREED TO BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

ORDINANCE NO 2024-15

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE TO MAKE  
APPROPRIATIONS FOR CURRENT EXPENSES AND  
OTHER EXPENDITURES OF THE VILLAGE OF  
OAKWOOD, OHIO FOR THE YEAR 2024**

WHEREAS, it is provided by State Law that a permanent appropriation Ordinance be approved by Council no later than March 31, 2024; and

WHEREAS, it is therefore necessary to enact permanent appropriations for the year 2024 in accordance with the Charter of the Village of Oakwood and the laws of the State of Ohio:

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

SECTION 1. In order to provide for current expenses and other expenditures of the Village of Oakwood, Ohio, during the year 2024 the following sums be, and they are hereby set aside and appropriated as set forth in Exhibit "A", attached hereto and expressly made a part hereof by reference.

SECTION 2. Ordinance 2023-53 and the same is hereby repealed from and after the effective date of this Ordinance.

SECTION 3. The Director of Finance be and is hereby authorized to draw warrants for payments for any of the appropriations as the same are delineated in Exhibit "A", upon receiving proper certificates and vouchers therefore, approved by the Board, Officers or Officer or persons authorized to approve the same, or an Ordinance or Resolution of Council to make the expenditures, provided that no warrants shall be drawn or paid for salaries, or wages, except by persons employed by authority of and in accordance with laws or Ordinances. All revenues from ticket sales or other event charges dealing with Senior Citizen Events, Recreation Department programs or similar Village sponsored events for which a charge is levied to participate in same, are to be placed to the credit of Fund from which the event or program charge emanated and Council hereby appropriates these revenues to the credit of such Fund(s). In no event shall the net expenditures (i.e., expenditures minus revenues) exceed the stated appropriation amount for any such Fund(s) as the same is established and authorized by Village Council.

SECTION 3. The Clerk of Council be, and she is hereby authorized and directed to forward a certified copy of this Ordinance to the Chief Financial officer of Cuyahoga County, Ohio.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department, therefore, provided it receives two-thirds(%) of

the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

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

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

Presented to the  
Mayor \_\_\_\_\_

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

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

### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-15 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024- 15 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted in accordance with the Oakwood Village Charter.

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

ORDINANCE NO. 2024-16

INTRODUCED BY MAYOR AND COUCIL AS A WHOLE

**AN EMERGENCY ORDINANCE PROVIDING FOR THE COMPENSATION OF  
JAMES SCHADE**

**WHEREAS**, James Schade presently holds the title of Fire Chief for the Village; and

**WHEREAS**, James Schade has been on administrative leave and performing no services for the Village due to issues that have been and remain under investigation; and

**WHEREAS**, R.C. 737.22 permits the legislative authority of the Village to fix the compensation it considers best for the fire chief;

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

**SECTION 1.** The pay rate for James Schade shall be adjusted to One Dollar (\$1.00) per year commencing on the effective date of this Ordinance.

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

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

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

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

Presented to the Mayor: \_\_\_\_\_

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

\_\_\_\_\_  
Gary v. Gottschalk, Mayor

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-16 was duly and regularly passed by this Council at the meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-16 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted in accordance with the Oakwood Village Charter.

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

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