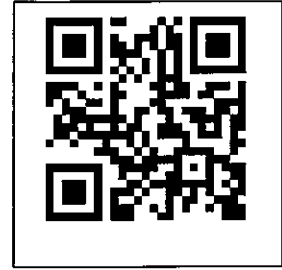


VILLAGE OF OAKWOOD
COUNCIL MEETING

April 9th, 2024
7:00 p.m.
AGENDA



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

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

4. Minutes- February 13th, 2024, Council Meeting Minutes
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 INSPECTOR N/A
POLICE-MARK GARRATT
RECREATION-CARLEAN PEREZ

7. Ward Reports
8. Committee Reports
9. Floor open for comments from Village Residents on meeting agenda and comments in general *Village residents, please state your name, address, and the subject you wish to discuss for the record. Please limit your comments to five (5) minutes. Thank you! Please sign-in to speak.*
10. Legislation

2023-55 **AN EMERGENCY ORDINANCE AUTHORIZING THE RE-APPOINTMENT OF ROSS CIRINCIONE AND JOHN MONTELLO TO THE POSITION OF ASSISTANT LAW DIRECTOR/PROSECUTOR WITH THE VILLAGE OF OAKWOOD**
Introduced 12-22-23
By Mayor and
Council as a whole
1st read 12-22-23
2nd read 1-9-24
Tabled 1-23-24

2024-03 **AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CHAGRIN VALLEY ENGINEERING LTD. AND SETTING FOR THE COMPENSATION AND FUNCTIONS OF THE VILLAGE ENGINEER AND HIS FIRM**
Introduced 1-23-24
By Mayor and
Council as a whole
1st read 2-13-24
2nd read 2-27-24
3rd read 3-19-24
Tabled 3-8-24

2024-13
Introduced 3-26-24
By Mayor and
Council as a whole
1st read 3-26-24
2nd read 4-9-24

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

11. Adjournment

**VILLAGE OF OAKWOOD
WORK SESSION
April 9th, 2024
7:00 p.m.
AGENDA**

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

Legislation: Fiscal Officers Certificate Present

- 2024-WS-02(Amended) AN ORDINANCE GRANTING A FIVE PERCENT (5%) PAY RAISE TO RETROACTIVE TO JANUARY 1, 2024, TO ALL NON-ELECTED EMPLOYEES OF THE VILLAGE OTHER THAN MEMBERS OF THE POLICE DEPARTMENT COLLECTIVE BARGAINING UNIT AND DECLARING AN EMERGENCY**
- 2024-WS-04(Amended) AN EMERGENCY ORDINANCE ADOPTING AN AMENDMENT TO THE EMPLOYEE HANDBOOK FOR PERSONNEL OF THE VILLAGE OF OAKWOOD OTHER THAN FIRE AND NON-AUXILIARY POLICE**
- 2024-WS-05(Substituted) AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRCT WITH CREtelligent AND DECLARING AN EMERGENCY**
- 2024-WS-12 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT FOR BUILDING INSPECTION SERVICES WITH SAFEBUILT OHIO, LLC, AND DECLARING AN EMERGENCY**
- 2024-WS-14 AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,495,000 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) REMODELING, RENOVATING, INSTALLING LIGHTING AND OTHERWISE IMPROVING THE VILLAGE'S COMMUNITY CENTER, (iv) ACQUIRING REAL ESTATE FOR VILLAGE PURPOSES, (v) ACQUIRING SOLID WASTE AND RECYCLING CONTAINERS FOR USE IN REFUSE COLLECTION AND (vi) RESURFACING FORBES ROAD FROM NORTHFIELD ROAD TO BROADWAY AVENUE IN ACCORDANCE WITH PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.**
- 2024-WS-15 AN ORDINANCE AMENDING OAKWOOD CODIFIED ORDINANCE 111.01 (b) 140.07 TO PROVIDE GREATER FLEXIBILTY IN THE SCHEDULING AND RESCHEDULING OF REGULAR COUNCIL MEETINGS AND DECLARING AN EMERGENCY**

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

5. Matters Deemed Appropriate
6. Adjournment

1st Reading
2nd Reading
3rd Reading
Under Suspension
Adopted

AMENDED ORDINANCE NO. 2023-55

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

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

WHEREAS, John Montello has served capably for a number of years as the Magistrate of the Oakwood Mayor's Court which will no longer hear cases as of January 15th, 2024; and,

WHEREAS, John Montello has considerable experience as a municipal attorney including serving as Law Director of Walton Hills, Law Director/Prosecutor for Bedford and prior legal positions with Maple Heights and Streetsboro; and,

WHEREAS, John Montello and the present Assistant Law Director/Prosecutor, Ross Cirincione, have indicated a desire to share the position of Assistant Law Director and Prosecutor which will bring additional valuable skill and experience to those positions; and,

WHEREAS, the said employees will perform the duties of said positions for the same salary and benefits presently paid to Ross Cirincione;

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

SECTION 1. Ross Cirincione and John Montello are hereby appointed to the position of Assistant Law Director and Prosecutor effective January 15, 2024.

SECTION 2. The said employees shall be paid as follows:

Salary: Twenty-six thousand seven hundred seventy-five and 00/100 Dollars (\$26,775.00) each per annum for meeting attendance, duties assigned by the Law Director and all other duties except as stated below;

Hourly compensation: Up to five thousand one hundred and 00/100 Dollars total billed at \$112.50 per hour for criminal jury trials, motion to suppress hearings and appeals (no PERS or employer contributions).

SECTION 3. All provisions of all other Ordinances and Resolutions which are inconsistent with the provisions contained herein shall be modified accordingly.

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 and the ability 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 L. 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 Amended Ordinance No. 2023-55 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2024.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Amended Ordinance No. 2023-55 was duly posted on the ____ day of _____, 2024, and will remain posted for a period of fifteen (15) days thereafter as provided in the Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

ORDINANCE NO. 2024-03

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

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

WHEREAS, the Oakwood Village Council passed Ordinance No. 2022-15, concerning the compensation of the Village Engineer on or about March 22nd, 2022; and

WHEREAS, the compensation of the Engineer provided for him and his firm and for the performance of the duties and functions of his office have been updated and are 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. The Municipal Engineer, currently Edward Hren, shall be replaced by Matthew Jones as appointed by the Mayor and shall receive as compensation the sum of Thirty-eight thousand and 00/100 Dollars (\$38,000.00) per year payable in bi-weekly installments and subject to payroll and Public Employment Retirement System deductions. Matthew Jones and the firm of Chagrin Valley Engineering Ltd. shall receive further compensation for the services specified in Exhibit A attached hereto and incorporated herein at the rates set forth in said Exhibit.

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

PASSED: _____

Tanya Joseph, Clerk of Council

Erica L. Nikolic, President 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. 2024-03 was duly and regularly passed by this Council at the meeting held on the ____ day of _____ 2024.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-03 was duly posted on the ____ day of _____, 2024, and will remain posted for a period of fifteen (15) days thereafter as provided in the Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

Exhibit A

CONTRACT FOR THE PROVISION OF MUNICIPAL ENGINEERING CONSULTING SERVICES TO THE VILLAGE OF OAKWOOD, OHIO

This agreement is set between the Village of Oakwood and Chagrin Valley Engineering, Ltd., for the provision of Municipal Engineering Consulting Services.

Section 1. Matthew M. Jones, P.E. (hereinafter referred to as "Engineer"), duly licensed as a Professional Engineer, in conjunction with Chagrin Valley Engineering, Ltd., (hereafter referred to as "CVE") is hereby designated as the Consulting Municipal Engineer for the Village of Oakwood, Ohio for a term beginning upon execution of this agreement and thereafter at the pleasure of the Mayor, upon the terms, provisions and conditions thereafter set forth herein and ratified by the Village Council. The Engineer(s) in conjunction with CVE staff shall perform such services and be compensated for services rendered to the Village as follows:

- a) Preparation of necessary plans, profiles, specifications and estimates of cost for such public improvements as may be authorized by the Mayor and/or Council to prepare;
- b) Supervise and serve as representative of the Village of Oakwood in the execution of those public works projects for which the Engineer is authorized by Mayor and/or Village Council to so act;
- c) As authorized by the Mayor and/or Village Council, supervise and direct construction inspectors and such inspectors shall report to and receive their instructions from the Engineer, relative to the improvements covered in paragraphs (a) and (b) hereof;
- d) Upon appropriate authorization, furnish to the Mayor and/or Council plans, specifications and estimates of cost for such improvements for the guidance of this Mayor and/or Council and for the information and guidance of contractors dealing with the Village of Oakwood;
- e) Prepare applications for grant programs which are available for public improvement projects;
- f) Review plans of private, commercial, and residential developments and advise the Mayor and Council on the plans;
- g) Review lot plans for new residential homes and check final lot grades when requested by the Oakwood Building Department to verify consistency with the approved lot plan;
- h) Act in conjunction with the Oakwood Mayor and Service Director on matters related to the Village of Oakwood's interests relative to the Cuyahoga County Department of Public Works Sewer Service Agreement, and the NEORSD Southerly Wastewater Treatment Plant, Bedford Heights Wastewater Treatment Plant, and the Cleveland Water Department on matters concerning sanitary sewage treatment and provision of a potable water supply;
- i) Act in conjunction with the Oakwood Mayor and Service Director on matters related to the Village of Oakwood's Ohio EPA National Pollutant Discharge Elimination System (Phase II) requirements;

j) Make and deliver to the Mayor and/or this Council regular reports of the progress of improvements under the Engineer's charge, stating conditions of same, including any changes in construction costs and/or engineering costs, together with any other matters of interest desired by the Mayor and/or this Council. All plans and specifications shall be the property of the Village of Oakwood;

k) Be in charge of engineering and other work to be furnished hereunder as the same may be authorized by Council, with the right and obligation of calling upon any of the personnel and facilities of its firm as needed from time to time in the performances of said work; and

Section 2. The Engineer, in conjunction with CVE, shall furnish services to this Village, as required by the Village, through the Village Council or its designee, including the following services covered by the compensation as described below in this section. Services involving the use of additional CVE staff members shall be compensated as described with Section 3 of this agreement:

a) Act as a technical consultant and advisor on engineering matters referred to them by the Mayor or by the City Council, and Administrative Departments upon direction of the Mayor.

b) Act as a technical consultant and advisor on engineering matters referred to them by the Mayor or by the Village Council related to the Village of Oakwood's interests associated with the NEORSO Southerly Wastewater Treatment Plant, the Bedford Heights Wastewater Treatment Plant, and the Cleveland Water Department, and attend meetings related thereto as requested.

c) Advise the Mayor in matters relating to resident's problems pertaining to engineering as they may relate to public sewers, public water supplies, drainage patterns and building grades.

d) Assist the Mayor, the Planning Commission, the Chief Building Official, the Service Department and other municipal departments, boards or commissions, as directed, on municipal engineering and National Flood Insurance Program matters.

e) Attend Council meetings and other meetings as requested by the Mayor and/or Village Council. The monthly retainer amounts presented below in this section is based upon the attendance of the Engineer at Planning Commission meetings and Council Work Session meetings only when requested.

f) Preparation of preliminary sketches and estimates, concerning the advisability of proceeding with public improvements such as pavement improvements, sanitary sewer systems, storm water collection, water distribution, or other infrastructure improvements contemplated by the Mayor and Council.

g) Prepare applications for grants pertaining to public improvements requiring the services of the Village Engineer, Ohio Public Works Commission funding requests, inventory updating and disbursement requests concerning Federal or State funded projects.

h) Perform such other duties as are normally required of Consulting Municipal Engineers not requiring the use of additional staff members such as field crews, etc.

Chagrin Valley Engineering, Ltd., shall receive as compensation for the services described in Section 2 hereof, an annual retainer in the sum of Thirty-Eight Thousand Dollars (\$38,000.00), prorated and commencing with the first pay period after execution of this agreement, payable in bi-weekly installments to Matthew M. Jones, P.E. and subject to payroll and Public Employee Retirement System withholding taxes.

Section 3. For services in connection with the construction of public improvements as described above, Chagrin Valley Engineering, Ltd., shall receive compensation as a percentage of the actual cost of construction of all improvements authorized by Council and under its control. The percentage paid shall be as follows:

Projects – Schedule 1

Sanitary sewer projects including new installations, repairs, rehabilitation, and other sanitary sewer related projects. Street projects including complete pavement replacement and/or widening. **Projects which are financed in whole, or in part, by either the Ohio Public Works Commission, the Ohio Department of Transportation, or Cuyahoga County shall be paid per the Hourly Rates regardless of the Cost of Construction.**

Fees – Schedule 1

<u>COST OF CONSTRUCTION</u>			<u>FEE</u>
\$ 0	-	\$250,000	Hourly
\$ 250,001	-	\$500,000	10% of \$250,000.00 plus 7.6% of the amount over \$250,000
\$ 500,001	-	\$1,000,000	8.7% of \$500,000.00 plus 6.3% of the amount over \$500,000
\$1,000,001	-	\$5,000,000	7.5% of \$1,000,000.00 plus 6.1% of the amount over \$1,000,000

Projects – Schedule 2

All public improvement projects other than sanitary sewer and street projects as described in Schedule 1 Projects.

Fees – Schedule 2

<u>COST OF CONSTRUCTION</u>			<u>FEE</u>
\$ 0	-	\$250,000	Hourly
\$ 250,001	-	\$500,000	9% of \$250,000.00 plus 5.4% of the amount over \$250,000
\$ 500,001	-	\$1,000,000	7.2% of \$500,000.00 plus 5.2% of the amount over \$500,000
\$1,000,001	-	\$5,000,000	6.2% of \$1,000,000.00 plus 5.1% of the amount over \$1,000,000

The fees provided in this subsection shall cover engineering services including complete detailed plans and specifications, preparation of monthly and final estimates for contractor's payments and providing an Engineer for construction management to administer the construction contract. The above schedule of fees

does not cover various supplementary services. Supplemental services not included within the presented fee schedule are, but not limited to: wetland delineations, stream quality assessments, preparation and acquisition of U.S. Army Corps of Engineers / Ohio Environmental Protection Agency wetland or stream fill permits, property, boundary, or right-of-way surveys, topographic surveys, profile surveys, grade stakes for construction, inspection of construction, shop, mill, field, or laboratory inspection of materials, cost of test borings, or other subsurface exploration, traffic studies, or calculations of special assessments. These supplementary services may be provided by Chagrin Valley Engineering, Ltd. on an hourly basis in accordance with the schedule of rates hereinafter set forth below or upon invoice submitted by the entity providing such supplemental services.

Chagrin Valley Engineering Ltd. shall be entitled to progress payments in proportion to services performed on monthly basis. Upon authorization by Village Council and until bids are taken and contracts awarded, compensation shall be determined by the following percentages and the Engineer's estimated construction cost. As the work is constructed, Chagrin Valley Engineering, Ltd. shall receive additional compensation equal to the balance of the fee based upon a percentage of the certificates of payment to the contractor, provided said payment is authorized by Village Council. As soon as the final certificate of payment to the contractor is issued, any adjustment shall be made so the total fee shall be a sum equal to the schedule percentage. The compensation for basic services shall be based upon the following percentages of the total fee attributable to various phases of the work:

1. Preliminary Report Phase	15%
2. Preliminary Design Phase	20%
3. Final Design Phase	35%
4. Bidding or Negotiating Phase	10%
5. Construction Phase	20%

In the event proceedings for work are abandoned or postponed and then revived and actively pressed either by this or by a succeeding Council within five (5) years of the date of said abandonment or postponement, Chagrin Valley Engineering, Ltd. shall credit against the total compensation the payment previously made hereunder, providing that Chagrin Valley Engineering, Ltd. is at that time employed by this or by a succeeding Council to provide Municipal Engineering Consulting Services. In the event of the revival of a project within the time frame specified above, Chagrin Valley Engineering, Ltd. could, at its discretion, elect to negotiate additional fees with the Village of Oakwood. Additional fees would address conditions that have incurred solely because of changes in existing conditions since the abandonment or postponement of the project, or design parameters that have been established by governmental review and approval after such delay.

Engineering charges for federally funded work must be in accordance with Federal Regulations and are set and approved as part of the funding procedure, and therefore are not part of this document.

HOURLY RATE SCHEDULE: For additional services for which the Engineer or Assistant Engineer shall have been authorized to prepare material or work not let by Contract or for the performance of any of the following tasks:

- Special Surveys
- Preparation of Reports
- Preparation of Special Assessments
- Field Elevation Checks of Walks, Basements, Sewers, etc.
- Storm Water Management Inventory Assistance
- Storm Water Drainage: Plan / Calculation Review
- Erosion and Sediment Control: Plan Review / Site Inspections
- Sanitary "Tap-In" Reviews and Fee Determinations
- Residential / Commercial / Industrial Site Plan and or Subdivision Review
- Survey Plat Review

- Development / Implementation of Ohio EPA National Pollutant Discharge Elimination System (Phase II) Storm Water Management Program
- Preparation / Maintenance of Geographical Information Systems

Compensation shall be made based on time spent by the Engineer or his employees and associates at the rates set forth in the following schedule of hourly rates, plus reimbursable expenses.

Compensation shall be made based on time spent by the Engineer or his employees and associates at the rates set forth in the following schedule of hourly rates, plus reimbursable expenses.

Engineer - Partner	\$108.00 per hour
Engineer	\$98.00 per hour
Traffic Engineer- P.E., PTOE	\$149.00 per hour
Contract Administrator	\$82.00 per hour
Stormwater Coordinator	\$86.00 per hour
Stormwater Technician	\$78.00 per hour
Water Quality Scientist	\$88.00 per hour
Professional Surveyor	\$98.00 per hour
CAD Designer	\$92.00 per hour
Geo. Info. Sys. (GIS) Tech.	\$91.00 per hour
Clerical	\$40.00 per hour
1 Man Survey Field Crew w/GPS	\$128.00 per hour
2 Man Survey Field Crew	\$141.00 per hour
3 Man Survey Field Crew	\$156.00 per hour
Environmental Scientist	\$93.00 per hour
Wetland Technician	\$80.00 per hour
Construction Observer*	\$60.00 per hour

*Construction Observation shall be subject to two hours minimum per day and a 1.5 times overtime rate beyond 8 hours per day unless a shortened work week (four 10-hour days for example) is approved by the Consulting Municipal Engineer in advance.

Prints, Materials, Supplies and Services provided or performed by others at Cost.

Section 4. The Consulting Municipal Engineer as provided for in Section 1 agrees that for the duration of their employment by this Municipality neither they nor any member of CVE or employee thereof, will accept any private engineering or surveying work that requires their review and/or approval unless such work is approved by the Mayor and Council; however, work for Federal, State, County or Regional Governments is not prohibited.

Section 5. CVE shall maintain Professional Liability Insurance in the Amount of \$2,000,000 and provide the Village with a Certificate naming the Village as an additional insured during the period this Ordinance is in effect.

Section 6. Documents and Files: All engineering documents and project files, both printed and digital, created for the purposes serving the Village of Oakwood shall be the property of the Village of Oakwood.

Section 7. The contract provided herein with CVE may be terminated by either party on thirty (30) days advance written notice to the other, provided that such determination shall not affect the duty of the Consulting Municipal Engineer or Chagrin Valley Engineering, Ltd., to render service, nor the obligation of the Village to pay for such service rendered, before the effective date of termination.

Matthew M. Jones, P.E., Partner, Date
Chagrin Valley Engineering Ltd.

Accepted this ____ day of _____, 2024 by the Village of Oakwood, Ohio, pursuant to Ordinance of Council No. 2024-03 adopted on January _____, 2024.

BY: _____
Gary V. Gottschalk, Mayor
Village of Oakwood, Ohio

Attest:

Tanya Joseph, Clerk of Council

The legal form of the within instrument is hereby approved.

James A. Climer, Director of Law Date



22999 Forbes Road, Suite B • Cleveland, Ohio 44146-5667 • Phone: 440.439.1999 • Fax: 440.439.1969 • www.cvelimited.com

Mayor Gary V. Gottschalk
 Village of Oakwood
 24800 Broadway Avenue
 Oakwood Village, Ohio 44146

January 4, 2024

Re: Chagrin Valley Engineering Municipal Service Contract
 Year 2024 Rate Increase Request

Dear Mayor Gottschalk,

As the end of 2023 approaches, Chagrin Valley Engineering, Ltd. (CVE) would like to respectfully request a modest increase to our Municipal Engineering Services contract hourly rate structure for 2024. 2022 and 2023 have been difficult years for businesses in general as we all struggled to contain costs during the ongoing inflationary spiral. It has been an especially difficult time for engineering consulting firms in the Great Lakes region as we continue to compete to retain, and acquire new, engineering talent that will allow us to maintain our service excellence. Chagrin Valley Engineering, like all employers, continues to experience relentless pressure from the increased cost of employee health care, wages, and other operating costs such as fuel, equipment, software, etc.. Although the annual inflation rate has decreased somewhat from the +7% range in 2021, the 2022 annual inflation rate remained at approximately 6.5% and the 2023 annual rate was just over 3.7% through end of November. We are proposing the following modifications to our hourly rates which typically fall in the vicinity of a 3%-4% average annual increase to the existing rates established in January 2022.

CHAGRIN VALLEY ENGINEERING PROPOSED 2024 HOURLY RATES

Employee Classification	Existing Rates	Proposed Rates	Avg. Annual
	2022-23	2024	Increase (%)
Engineer –Municipal/Partner	\$103.00	\$108.00	2.43%
Engineer – Associate	\$97.00	Discontinued	N/A
Engineer	\$92.00	\$98.00	3.26%
Traffic Engineer- P.E., PTOE	\$145.00	\$149.00	1.38%
Contract Administrator	\$76.00	\$82.00	3.95%
Stormwater Coordinator	\$80.00	\$86.00	3.75%
Stormwater Technician	\$73.00	\$78.00	3.42%
Water Quality Scientist	\$84.00	\$88.00	2.38%
Professional Surveyor	\$90.00	\$98.00	4.44%
CAD Designer	\$84.00	\$89.00	4.76%
Geo. Info. Sys. (GIS) Tech	\$86.00	\$91.00	2.91%
Clerical	\$36.00	\$40.00	5.56%
1 Man Survey Field Crew w/GPS	\$120.00	\$128.00	3.33%
2 Man Survey Field Crew	\$134.00	\$141.00	2.61%
3 Man Survey Field Crew	\$146.00	\$156.00	3.42%
Environmental Scientist	\$90.00	\$93.00	1.67%
Wetland Technician	\$75.00	\$80.00	3.33%
Construction Observer	\$55.00	\$60.00	4.55%



With respect to annual retainers, CVE is seeking to increase the annual retainer for the Municipal Engineer position to \$38,000.00 while eliminating the Assistant Municipal Engineer position for the 2024 contract renewal. CVE is also seeking to have the current Assistant Municipal Engineer Matthew Jones placed in the Municipal Engineer position. The schedule of percentages for major construction projects will remain unchanged.

We certainly hope that you have been satisfied with CVE's performance during our tenure. We would like to express our sincere gratitude in giving us the opportunity to continue to serve the Village of Oakwood. We feel that our twenty-five plus year long relationship has been mutually beneficial and we look forward to continuing to serve you and the community. If you have any questions about this proposal please feel free to contact me at your convenience.

Respectfully,

A handwritten signature in black ink, appearing to read 'Edward J. Hren', written over a horizontal line.

Edward J. Hren, P.E.
Oakwood Village Engineer

Cc: Law Director Jim Climer

Introduced by	_____
Motioned by	_____
Seconded by	_____
1st Reading	_____
2nd Reading	_____
Third Reading	_____
Under suspension	_____

ORDINANCE NO. 2024-13

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

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

WHEREAS, the Village Oakwood deems it advantageous to enter into a refuse collection and recycle processing service agreement with Waste Management of Ohio, Inc.; and,

WHEREAS, Oakwood and Waste Management of Ohio, Inc. have agreed in principle to the terms of said agreement as set forth in the document attached hereto and incorporated herein by reference and marked Exhibit "A";

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

SECTION 1. The Mayor be and is hereby authorized to enter into a Refuse Collection and Recycle Processing Service agreement with Waste Management of Ohio, Inc., a copy which is attached hereto and expressly made a part hereof by reference and marked Exhibit "A".

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

PASSED: _____

Erica 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. 2024-13 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. 2024-13 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

EXHIBIT "A"

REFUSE COLLECTION AND RECYCLE PROCESSING SERVICE AGREEMENT

This Refuse Collection and Recycle Processing Service Agreement ("Agreement") is hereby entered into between the Village of Oakwood ("Village") and Waste Management of Ohio, Inc. ("WMO") and shall be effective on the date that it has been signed by authorized representatives of both parties (the "Effective Date").

RECITALS

1. WMO is in the business of providing waste collection and recycle processing services throughout Ohio (the "Territory").
2. The Village is in need of residential refuse collection services and recycle processing services.
3. The parties have determined to enter into this exclusive Agreement in which WMO will contract with the Village to provide exclusive residential refuse collection and recycle processing services (the "Services").
4. The terms and conditions of this Agreement are as follows:

TERMS AND CONDITIONS

1. Services to be Provided by WMO

- A) WMO will exclusively provide to all owners of residential single-family units within the Village weekly refuse collection consisting of the Acceptable Waste contained in one 96-gallon refuse container, using WM vehicles on WMO designated routes and days. Acceptable Waste shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass, metal materials. Waste shall be considered Acceptable Waste only if properly contained within one 96-gallon cart placed at the curbside on the proper weekly collection day. Overflow of waste is not permitted. As used herein, the term waste and/or refuse shall be Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WMO upon collection in WMO vehicles.
- B) The holiday schedule is: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In the event a Holiday falls on one of the collection days, the Contractor shall provide service on the next available day.
- C) In the event that WMO is unable to perform collection duties due to severe weather condition, WMO will notify the Village designee of such occurrence.

- D) Location of waste to be picked up. Residential containers should be within five (5) feet of the curb for collection by 7:00 A.M on the designated collection day.
- E) WMO shall provide each residential single-family unit within the Village one 96gallon refuse cart and one 64-gallon recycling cart. Residents may choose an additional cart provided by WMO as specified in the pricing page attached. WMO shall retain ownership of all carts, be responsible for maintenance and replacement for normal wear and tear, and shall collect same from each residential unit at the expiration of this Agreement.
- F) WMO will collect recyclable material every other week that meets the specifications attached hereto as Attachment "A" from the curb side in 64-gallon carts provided by WMO. WMO will process the recyclable material collected in the Village in accordance with the terms and conditions contained in Attachment "A".

2. Service Rates

WMO shall charge the Village the rates for service listed in Attachment "A" and Attachment "B".

3. Billing Procedures

WMO will invoice the Village directly at the beginning of each calendar month. Village shall remit payment to WM within thirty (30) days of the date of each invoice. Invoices will be based upon the total residential house count within the Village as agreed by the parties. Not more often than once annually, either party can request an audit of the total house count and upon such request, the parties shall confer and determine if an adjustment to the house count is required, and once a revised house count is agreed by the parties, it shall be the total utilized for all invoices thereafter.

4. Compliance

WMO shall comply with all applicable laws, regulations and permits.

5. Indemnification

WMO will indemnify the Village for any liabilities that may arise from WMO's negligent performance under the Contract.

6. Term

The initial term of this Contract shall be for a period of 5 years beginning April 1, 2024 and ending March 31, 2029, with additional extension options to be mutually agreed upon by both parties.

7. Default

Either party may terminate this Agreement if:

- A) the other party fails to comply with a term or condition of the Agreement, and fails to correct such failure within 30 days of receiving written notice of such failure, or B)
- Files a petition in bankruptcy or is insolvent.

8. Government Fees:

The Village and WMO agree that any additional government fees imposed by any local, state or federal governmental agency or body, which affect the cost of services provided by WMO, shall be passed through and added to monthly invoices.

9. Other Surcharges:

WMO shall not apply any other surcharges or fees.

10. Miscellaneous:

This Agreement constitutes the entire agreement between the parties. No other oral or written representation or agreement shall have any bearing on the interpretation or meaning of this Agreement. All provisions of this Agreement shall be strictly complied with and conformed to by WMO and no amendments to this Agreement shall be made except upon the written consent of both parties.

WASTE MANAGEMENT OF OHIO, INC.

Name and Title

Signature

Date

Village of Oakwood

Chairman

Signature

Date

Attachment "A"
SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Magazines, glossy inserts and pamphlets	

RECYCLABLES may include the following with the written consent of COMPANY:

Plastic containers with symbols #3-#7 – empty (no expanded polystyrene), empty	Glass food and beverage containers – brown, clear, or green - empty
Aseptic containers	Cartons

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multilaminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated

under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company is not obligated to collect Containers which are Contaminated. For purposes of this Agreement, a Container or Load is "Contaminated" when, based on visual inspection, (i) a Recyclable Materials Container or Load has more than 10% non-Recyclable Materials (volume or weight) or any amount of Excluded Materials. If Company elects to not collect a Contaminated Container, it shall notify the customer by tag affixed to the container. If Company elects to collect Contaminated Containers, it may charge a Contamination Fee per Load up to \$150.00/ton or such other amount agreed upon by the parties. Company may dispose of the contents of a Contaminated Container or Load without notice if it elects to collect.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Commencing on the effective date of this Agreement, any increase in recycling processing and transportation fees above \$60.00 per ton will be passed through to the Village. The increase would be passed on to the Village as part of a quarterly rate adjustment. The increase would be based on the previous quarters collected recycle tonnage multiplied by the processing and transportation fee increase per ton, then divided by number of units and by 3 months. For example, if collected 36 recycle tons in previous quarter and the price to process and transport increased from \$60/ton to \$63/ton, then $36 \text{ tons} \times \$3/\text{ton} = \108 . $\$108/3 \text{ months}/1,400 \text{ units} = \0.03 ; the rate would increase 3 cents/unit/month. When the recycle processing and transportation fee remains at \$60/ton or below, no additional charges will apply.

Attachment "B"

The rates paid to WMO for performance of the refuse collection work during the term of the Agreement shall be as follows:

- \$7.80 per unit per month April 1, 2024 to March 31, 2025
- \$8.25 per unit per month April 1, 2025 to March 31, 2026
- \$8.66 per unit per month April 1, 2026 to March 31, 2027
- \$9.09 per unit per month April 1, 2027 to March 31, 2028
- \$9.55 per unit per month April 1, 2028 to March 31, 2029
- During the term of the Agreement the rate for additional cart rental shall remain the same \$4.00 per cart per month.

AMENDED ORDINANCE NO. 2024-WS-02

INTRODUCED BY MAYOR

AN ORDINANCE GRANTING A FIVE PERCENT (5%) PAY RAISE TO RETROACTIVE TO JANUARY 1, 2024, TO ALL NON-ELECTED EMPLOYEES OF THE VILLAGE OTHER THAN MEMBERS OF THE POLICE DEPARTMENT COLLECTIVE BARGAINING UNIT AND DECLARING AN EMERGENCY

WHEREAS, the years 2022 and 2023 have experienced inflation not seen for many years;
and,

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

SECTION 1. All non-elected employees of the Village other than members of the Police Collective Bargaining Unit be and hereby are granted a pay raise of five percent (5%) retroactive to January 1, 2024, subject to the approval of the employee's supervisor.

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 competition is increasing for qualified municipal employees and the continuation of uninterrupted services to the citizens of Oakwood is of paramount importance therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024 - was duly posted on the ____ day of _____, 2024, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers in the locations and manner provided in the Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

ORDINANCE NO. 2024-WS-04

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE ADOPTING AN AMENDMENT TO
THE EMPLOYEE HANDBOOK FOR PERSONNEL OF THE VILLAGE
OF OAKWOOD OTHER THAN FIRE AND NON-AUXILIARY POLICE**

WHEREAS, Council has revised certain provisions in the Employee Handbook upon the recommendation of certain Department heads and further desires to provide for the specific procedures to be utilized in the dissemination of such handbooks to current and future employees of the Village; and,

WHEREAS, Council desires to provide for proper accounting and tracking of employee work hours;

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

SECTION 1. The Council hereby adopts the following Addendum to the Employee Handbook adopted in Ordinance No. amended Employee Handbook, substantially in the form attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The Mayor be and he is hereby authorized and directed to issue sufficient copies of the applicable Addendum to each Director and Department Head in print and/or electronic format for dissemination to all employees working under their respective jurisdictions. All current employees shall sign a receipt acknowledging receipt of the Addendum and all receipts shall be kept on file in the office of the Director of Finance. The Director of Finance shall require new employees of the Village to execute a receipt acknowledging receipt of his or her handbook and this Addendum at the time of the commencement of employment with the Village. All such receipts shall likewise be kept in the Office of the Director of Finance.

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-WS-04 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2024.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-WS-04 was duly posted on the ____ day of _____, 2024, and will remain posted for a period of fifteen (15) days thereafter as provided by the Village Charter and ordinances.

Tanya Joseph, Clerk of Council

DATED: _____

ADDENDUM 1

Time Clock

1. All non-elected full or part time employees who are subject to the provisions of this Handbook and assigned to report for work at Village Hall or any other Village building shall record their work hours on a time clock provided by the Village.
2. A report including the hours worked, paid time and gross pay for each employee shall be submitted by the Finance Director in the monthly financial packet to Council.
3. Intentionally falsifying time stamps or any unauthorized manipulation of time reporting will be grounds for immediate termination.
4. Any request to adjust or correct a time record shall be made in writing and any change must be approved in writing by the employee's manager or supervisor. Any change to a time record resulting in a payment adjustment over the amount of \$___ will require approval by the employee's manager or supervisor.
5. All timesheets shall be signed by the employee's manager or supervisor and the Finance Director shall be responsible to collect all timesheets from the managers or supervisors each pay period.

SUBSTITUTE ORDINANCE NO. 2024-WS-05

INTRODUCED BY MAYOR AND COUNCILPERSON NIKOLIC

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CREtelligent AND DECLARING AN EMERGENCY

WHEREAS, the Village Oakwood has received reports of various illnesses suffered by residents in the vicinity of Wright Avenue in the Village; and,

WHEREAS, Council has determined that it is in the best interests of the Village and the health and well-being of its residents, visitors and persons working within the Village to investigate potential environmental sources of said illnesses to determine what if any further steps should be taken;

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

SECTION 1. The Mayor be and is hereby authorized to enter into a contract with CREtelligent substantially in the form attached hereto and incorporated herein as Exhibit "A".

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being the urgent need to determine potential environmental sources of reported illnesses in the vicinity of Wright Avenue in the Village, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2024 - was duly posted on the ____ day of _____, 2024, and will remain posted for a period of fifteen (15) days thereafter in the manner specified in the Oof Oakwood.

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT A



2717 S. Arlington St., Suite C
Akron, OH 44312
E.f.hamilton@cretelligent.com

January 8, 2024

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

Via email: hren@cvelimited.com

Re: Proposal
Preliminary Assessment
Environmental Conditions
Wright Ave, Oakwood Village

Dear Ed:

CREtelligent (CREt) is pleased to present this proposal for a preliminary assessment of environmental conditions along Wright Ave.

INTRODUCTION

During a recent meeting at your office, we heard concerns from Council President-elect Erica Nikolic regarding possible contamination of soil along Wright Ave associated with nearby industries. This proposal has been prepared to begin gathering data that might be able to help better understand that concerns raised.

SCOPE OF WORK

We have developed a scope of work that includes the following specific services:

INTERVIEWS

We are proposing to interview residents along Wright Ave and other nearby streets to better understand their concerns. During these interviews we will gather basic demographic data (age, gender, etc.). We will ask residents questions about where they have lived and worked now and historically. We will also attempt to gather information about other habits that might affect exposure to environmental contaminants. We will also ask residents to describe any concerns they have related to local environmental conditions. We will also ask residents if they have any health concerns. Response to any and all interview questions will be voluntary.

A questionnaire will be developed and used so that consistent and uniform information is collected. Residents will be requested to complete this, or another, questionnaire prior to the interview. It is likely that we will walk the neighborhood, particular properties of residents who have agreed to interviews prior to in person interviews. That reconnaissance will help guide the interview process.

Interviews will be conducted a location convenient for residents. We would propose a location at the Village Hall or even your office. Audio and/or video recording of the interviews might be conducted.

DESKTOP RESEARCH

After the interviews are completed and results reviewed and compiled, we will continue our research to understand possible sources of environmental contamination in the area. We will use an outside data contractor to compile a list of properties/businesses within a to be determined radius of the affected area. These data will include a list of businesses that have activity that has been reported to state, federal and local environmental authorities. The search area will be developed using an understanding of prevailing winds. We will also perform a visual reconnaissance from public roadways in the area to assess completeness of the data provided by the data vendor.

SAMPLING

CREtelligent is proposing to collect representative soil samples from the neighborhood to begin to develop an understanding of existing conditions. Soil samples will be collected from the near surface and from a depth of approximately 12 inches at each location. The study area will initially focus on properties east and west of Wright Ave between Forbes Road and North Lane. The study area may be adjusted based on the results of interviews and research described above.

This proposal includes costs for collection of two samples from each of 15 locations. Samples will be collected using properly decontaminated tools into laboratory supplied and prepared containers appropriate to the proposed analytical program. Samples will be maintained in an iced cooler under strict chain of custody until delivered to the analytical laboratory.

It is anticipated that samples will be submitted to Summit Environmental in Cuyahoga Falls Ohio. At this time, we are proposing to request samples be analyzed for the following metals via EPA Method 6010D:

- Selenium
- Vanadium
- Arsenic
- Tin
- Barium
- Lead
- Hexavalent Chromium
- Trivalent Chromium
- Copper

This list is subject to change based on the results of our research and interviews. The parameters listed above are, however, typically what one might expect to be discharged to air from the types of industries in the area.

Sampling locations will be restored by placing soil back into the excavation/hole. Topsoil and grass seed will be spread over each location. We are not proposing any ongoing maintenance or watering of samples areas.

PROJECT MANAGEMENT AND REPORTING

At the conclusion of the work described above we will prepare a report. The report will include a summary of work completed and detailed review of the results. The report will not name any resident specifically but will refer to interviewees in a generic sense. The report will include photographs, figures and other exhibits as appropriate.

We will also include recommendations. As discussed during our meeting, should our results suggest that there is some widespread impact we would recommend that the results be provided to the County Board of Health and/or the Ohio EPA.

ESTIMATED COST 1

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

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

This budget includes the following assumptions:

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

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

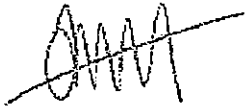
SCHEDULE

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

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

Regards,

CRETELLIGENT



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

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

Authorization to Proceed:

Please sign below and include appropriate contact information.

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

Billing Contact Information:

Contact Name _____

Company Name _____

Address _____

City, State, Zip _____

Phone Number _____

Fax Number _____

Email Address _____

Proposal
Preliminary Assessment
Environmental Conditions
Wright Ave, Oakwood Village

APPROVED AS TO LEGAL FORM

James A. Climer, Law Director

**CREtelligent
General Conditions**

1.0 BILLING

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

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

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

2.0 WARRANTY AND LIABILITY

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

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

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

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

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

3.0 GOVERNING LAW:

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

ORDINANCE NO. 2024-WS-12

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT FOR BUILDING INSPECTION SERVICES WITH SAFEUILT OHIO, LLC, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Oakwood deems it advantageous to enter into a professional services agreement (the "Agreement") for building inspection services for twelve (12) months, and which automatically renewed for twelve (12) month terms absent notice to the contrary; and

WHEREAS, the Village of Oakwood entered into the Agreement with SAFEuilt Ohio, LLC on August 25, 2021 in accordance with Ordinance No. 2021-52; and

WHEREAS, the Village of Oakwood and SAFEuilt Ohio, LLC desire to enter into the First Amendment to the Agreement in order to update the Fee Schedule, as more specifically described in Exhibit "A" to this Ordinance, which is attached hereto and incorporated by reference; and

WHEREAS, all other terms of the Agreement remain the same and are in full force; and

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

SECTION 1. The Mayor be and is hereby authorized to enter into the First Amendment to the Agreement with SAFEuilt Ohio, LLC, a copy of which is attached hereto and expressly made a part hereof by reference and marked Exhibit "A".

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Gary v. Gottschalk, Mayor

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-_____ was duly posted on the _____ day of _____, 2024, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers in the locations and manner provided in the Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

**FIRST AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF OAKWOOD, OHIO
AND SAFEbuilt OHIO, LLC**

EXHIBIT "A"

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

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

RECITALS AND REPRESENTATIONS

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

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

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

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

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

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

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

SAFEbuilt Ohio, LLC

Village of Oakwood, Ohio

By: _____

By: _____

Name: Matthew K. Causley

Name: _____

Title: Chief Operating Officer

Title: _____

Date: _____

Date: _____

2021 EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Building, Electrical, Plumbing, and Mechanical Inspection Services

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

Reporting Services

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

2. MUNICIPAL OBLIGATIONS

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

3. TIME OF PERFORMANCE

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

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

4. FEE SCHEDULE

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

Service Fee Schedule:	
Inspection Services • Building, Mechanical, Plumbing, Electrical	\$81.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	

ORDINANCE NO. 2024-WS-14

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,495,000 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) REMODELING, RENOVATING, INSTALLING LIGHTING AND OTHERWISE IMPROVING THE VILLAGE'S COMMUNITY CENTER, (iv) ACQUIRING REAL ESTATE FOR VILLAGE PURPOSES, (v) ACQUIRING SOLID WASTE AND RECYCLING CONTAINERS FOR USE IN REFUSE COLLECTION AND (vi) 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 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, pursuant to Ordinance No. 2023-28, passed on August 29, 2023, there were issued \$1,655,000 Various Purpose Notes, Series 2023 (the Outstanding Notes), in anticipation of bonds of which \$1,335,000 was for the purpose stated in clause (i) of Section 1, \$175,000 for the purpose stated in clause (ii), \$35,000 was for the purpose stated in clause (iii), \$30,000 was for the purpose stated in clause (iv), \$25,000 was for the purpose stated in clause (v) and \$45,000 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 2022 Notes, which Outstanding Notes mature on June 13, 2024; 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 \$215,000 of the Bonds described in clause (i) of Section 1 is nine years, \$645,000 of the Bonds described in clause (i) of Section 1 is 10 years, \$350,000 of the Bonds described in clause (i) of Section 1 is 11 years and \$20,000 of the Bonds described in clause (i) of Section 1 is 13 years, the Bonds described in clause (ii) of Section 1 is 14 years, the Bonds described in clause (iii) of Section 1 is 18 years, the Bonds described in clause (iv) of Section 1 is 28 years, the Bonds described in clause (v) of Section 1 is three years and the Bonds described in clause (vi) of Section 1 is 15 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of \$215,000 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 \$645,000 of the Bonds described in clause (i) of Section 1 is October 6, 2030, in anticipation of \$350,000 of the Bonds described in clause (i) of Section 1 is October 5, 2031, in anticipation of \$20,000 of the Bonds described in clause (i) and the Bonds described in clauses (iii) and (iv) of Section 1 is September 19, 2038, in anticipation of the Bonds described in clause (v) of Section 1 is September 19, 2028, and in anticipation of the Bonds described in clause (vi) 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 \$1,495,000 (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 (\$1,230,000), (ii) acquiring, remodeling, renovating, furnishing and equipping a building to house Village Service Department functions and improving its site (\$150,000), (iii) remodeling, renovating, installing lighting and otherwise improving the Village's Community Center (\$30,000), (iv) acquiring real estate for Village purposes (\$25,000), (v) acquiring solid waste and recycling containers for use in refuse collection (\$20,000) and (vi) 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 (\$40,000).

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately June 1, 2025, 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 11 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, 2026, and the first principal payment of the Bonds is estimated to be August 1, 2027.

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 \$1,495,000 (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 7% 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: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Gary v. Gottschalk, Mayor

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

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 \$1,495,000 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) (\$215,000 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) (\$150,000 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) (\$645,000 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) (\$350,000 of the Notes), (v) remodeling, renovating, installing lighting and otherwise improving the Village's Community Center (the 2018 Community Center improvement) (\$30,000 of the Notes), (vi) acquiring real estate for Village purposes (the 2018 Real Estate improvement) (\$25,000 of the Notes), (vii) 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) (\$20,000 of the Notes), (viii) acquiring solid waste and recycling containers for use in refuse collection (the 2018 Recycling Container improvement) (\$20,000 of the Notes) and (ix) 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 2018 Community Center improvement, the 2018 Real Estate improvement, the 2018 Street improvement and the 2018 Recycling Container improvement, the improvements) (\$40,000 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 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 nine years, (B) 2009 Service Department improvement is 14 years, (C) 2010 Street improvement is 10 years, (D) 2011 Street improvement is 11 years, (E) 2018 Community Center improvement is 18 years, (F) 2018 Real Estate improvement is 28 years, (G) 2018 Street improvement is 13 years and (H) 2018 Recycling Container improvement is three 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 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, (v) 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 (vi) 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: April 9, 2024

Director of Finance
Village of Oakwood, Ohio

ORDINANCE NO. 2024 -WS-15

INTRODUCED BY

AN ORDINANCE AMENDING OAKWOOD CODIFIED ORDINANCE 111.01 (b) 140.07 TO PROVIDE GREATER FLEXIBILITY IN THE SCHEDULING AND RESCHEDULING OF REGULAR COUNCIL MEETINGS AND DECLARING AN EMERGENCY

WHEREAS, Oakwood Charter Section 7.09 provides that Council shall hold at least two regular Council meetings per month during most months of the year at times to be prescribed by ordinance; and,

WHEREAS, Oakwood Charter Section 7.09 clearly provides that Council may hold an additional regular Council meetings; and,

WHEREAS, Oakwood Codified Ordinance 111.01(b) provides for the rescheduling of regular Council meetings only when such meeting falls on a holiday and makes no provision for the scheduling of additional regular meetings of Council; and,

WHEREAS, Council has found it necessary to reschedule regular meetings for reasons other than holidays and to schedule additional regular meetings beyond the monthly minimum;

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

SECTION 1: That Oakwood Codified Ordinance 111.01, which presently reads as follows:

111.01 - Meetings; notification.

- (a) The regular public meetings of the Council of the Village of Oakwood will take place at the Village Hall, at 7:00 p.m. on the second and fourth Tuesday of every month with Council work sessions to be held immediately thereafter, except the months of July and August, wherein only one public meeting and work session will be held in each of the said two months, the date, times and locations of such meetings and work sessions to be determined by Council and made known to the public in a public meeting prior to said months, or as provided for hereinafter. The dates and times of Council work sessions may be changed by motion approved by a majority vote of Council at any regular meeting. The Clerk of Council shall provide proper legal notice of all work sessions of Village Council.
- (b) If any of the foregoing dates upon which a public meeting or a work session of Council has been scheduled is a holiday, as determined by the majority of

Council, said majority of Council shall establish an alternate date and time for said meeting. All re-scheduling of said meetings shall be by an agreement of the majority of Council, and made known to the public as provided for in this chapter.

- (c) The Clerk of Council is hereby authorized and directed to post a copy of this chapter on the bulletin board within Village Hall, and cause same to remain there throughout the effective period of this chapter. The Clerk of Council be and is further authorized and directed to attach any and all future amendments to this chapter as Council adopts same hereinafter, and cause said amendments to remain posted in the Village Hall throughout their entire effective period. Additionally, the Clerk of Council is hereby authorized and directed to transmit a copy of this chapter, and any un-codified amendments made thereto, to each Councilperson-elect or appointed within seven days of the certification of the election results by the Board of Elections or effective date of the legislation of appointment.
- (d) Upon the calling of a special meeting as provided in the Charter of the Village of Oakwood, either by the Mayor or three Members of Council, the Clerk of Council be and she is hereby authorized and directed to post a notification of said meeting, giving the time, place and purpose of the meeting, at least 12 hours in advance of said meeting, upon the bulletin board in the Village Hall Council Chambers. Furthermore, upon being advised that Council will hold a special meeting as indicated herein, the Clerk of Council shall give at least 24 hours advance notice of the time, place and purpose of the meeting to the news media that have requested notification. In the event an emergency exists requiring immediate official action, then notification to the news media shall be immediate.
- (e) Any person who requests, in writing, notification of all meetings at which any specific type of public business will be discussed will be notified by the Clerk of Council as to the time, place and purpose of such meeting provided said person has provided the Clerk of Council a sufficient number of self-addressed, stamped envelopes, a current telephone number, and \$30.00 per year for the defrayal of administrative costs.

be and hereby is amended to read as follows:

111.01 - Meetings; notification.

- (a) The regular public meetings of the Council of the Village of Oakwood will take place at the Village Hall, at 7:00 p.m. on the second and fourth Tuesday of every month with Council work sessions to be held immediately thereafter, except the months of July and August, wherein only one public meeting and work session will be held in each of the said two months, the date, times and locations of such meetings and work sessions to be determined by Council and made known to

the public in a public meeting prior to said months, or as provided for hereinafter. The dates and times of Council work sessions may be changed by motion approved by a majority vote of Council at any regular meeting. The Clerk of Council shall provide proper legal notice of all work sessions of Village Council.

- (b) If additional regular meetings of Council are advisable or if a regular meeting or a work session of Council falls upon a holiday or otherwise requires re-scheduling, as determined by the majority of Council, said majority of Council shall establish a new date and time for said meeting. All scheduling of said meetings shall be by an agreement of the majority of Council, and made known to the public as provided for in this chapter.
- (c) The Clerk of Council is hereby authorized and directed to post a copy of this chapter on the bulletin board within Village Hall, and cause same to remain there throughout the effective period of this chapter. The Clerk of Council be and is further authorized and directed to attach any and all future amendments to this chapter as Council adopts same hereinafter, and cause said amendments to remain posted in the Village Hall throughout their entire effective period. Additionally, the Clerk of Council is hereby authorized and directed to transmit a copy of this chapter, and any un-codified amendments made thereto, to each Councilperson-elect or appointed within seven days of the certification of the election results by the Board of Elections or effective date of the legislation of appointment.
- (d) Upon the calling of a special meeting as provided in the Charter of the Village of Oakwood, either by the Mayor or three Members of Council, the Clerk of Council be and she is hereby authorized and directed to post a notification of said meeting, giving the time, place and purpose of the meeting, at least 12 hours in advance of said meeting, upon the bulletin board in the Village Hall Council Chambers. Furthermore, upon being advised that Council will hold a special meeting as indicated herein, the Clerk of Council shall give at least 24 hours advance notice of the time, place and purpose of the meeting to the news media that have requested notification. In the event an emergency exists requiring immediate official action, then notification to the news media shall be immediate.
- (e) Any person who requests, in writing, notification of all meetings at which any specific type of public business will be discussed will be notified by the Clerk of Council as to the time, place and purpose of such meeting provided said person has provided the Clerk of Council a sufficient number of self-addressed, stamped envelopes, a current telephone number, and \$30.00 per year for the defrayal of administrative costs.

SECTION 2: The existing version of Oakwood C.O. Section 111.01 be and hereby is repealed.

SECTION 3. The Codifier is hereby instructed to substitute the adopted version of Oakwood C.O. Section 111.01 for the previous version of said ordinance.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the inhabitants of the Village or Oakwood being that the foregoing amendments are necessary to assure the continued efficient operations of Council and therefore this Ordinance shall take effect and be in force immediately upon its adoption and approval by the Mayor provided it receives at least five affirmative votes of the members of Council; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

**VILLAGE OF OAKWOOD
COUNCIL MEETING MINUTES
2024-2-13**

ATTENDANCE

Erica Nikolic, President	Gary V Gottschalk, Mayor
Johnnie Warren, President Pro Tem*	Tom Haba, Service Director
Taunya Scruggs, Ward 1	Brian Dirocco, Fire Department
Eloise Hardin, Ward 2	Mark Garratt, Police Department
Paggie Matlock, Ward 3	Matt Jones, Village Engineer
Mary Davis, Ward 4	Daniel Marinucci, Chief Bldg. Official
Candace Williams, Ward 5	

ABSENT

Dave Tapp, Fire Department	Carlean Perez – Recreation Director
Ross Cirincione, Prosecutor	Brian Thompson, Finance Director
James Climer, Law Director	

* Arrived after roll call

Meeting opened at 7:00pm by Nikolic
Pledge of Allegiance
Roll Call taken

Nikolic: We have the minutes from January 22nd, 2024 special meeting minutes. I'm requesting that we abstain to move the meeting minutes until next week. So, everyone has sufficient time to review them. That would just require that we all abstain so they can move to next week. May I have a motion to table the minutes of Jan. 22nd, 2024, Council meeting.

Motion to table the council meeting minutes of Jan. 22nd, 2024, made by Hardin seconded by Davis
YES VOTE: Williams, Davis, Matlock, Hardin, Scruggs, Nikolic
MOTION PASSED

Nikolic: Could we please have the clerk correspondence? **Joseph:** There was a letter for you, and Ms. Scruggs. I also provided correspondence that we received from the Village Engineer, Ed Hren, regarding the road program. That's all that I have. **Nikolic:** May we begin with the departmental reports? May we have our first report from Mayor Gottschalk.

Departmental Reports

Mayor, Gottschalk | **Gottschalk** [00:02:49] Thank you, Madam Chair. Chair. It isn't a day that goes by where at least not 2 or 3 people come to me and ask, well, what's going on with Kroger? So, I'm going to read off what was presented to them about two weeks ago. "As you are aware, Kroger and Oakwood Village executed a Development Agreement for the erection of a fulfillment center in March of 2022. Since that time, the Village has worked diligently to fulfill

its end of the bargain. On March 7th, 2023, an extensive planning meeting was held involving numerous officials from Kroger, the Village, Team NEO and others at which time Kroger expressed a desire to move expeditiously to carry out the project. That is, the last communication of any substance in the Village has received from Kroger. This delay is, needless to say, disturbing and it has unduly delayed numerous financial contributions Kroger committed to make under this Agreement. Under the agreement, \$45,000 in 2022, \$50,000 in 2023 was to be donated by Kroger to Oakwood youth (for education programs in our summer camp and after school programs). Also, the existing mound to screen the construction site before 2024 year-end would be maintained with invoices supporting the expenditures provided by Oakwood. A local 501(c)(3) organization has already expended \$7,000 eight-foot-high nylon netting around the evergreens and arborvitae to protect them from the deer. Under section one of the Agreement, Oakwood would provide invoices for landscaping and watering expenses occurred in 2023 and anticipated in 2024, totaling \$65,000. Finally, Kroger has acknowledged that it owes professional fees incurred by the Village for which invoices have been provided in the amount of \$42,201.10 and which now exceed the maximum of \$45,000 provided for in the Agreement. Given these delays, the Village demands that Kroger promptly make the payments outlined above. Additionally, Oakwood requires that Kroger provide a firm date in writing by which it will commence this project prior to 2024 year-end. If Kroger doesn't choose to proceed as outlined above. The Village requests that it sell the Oakwood property back to Premier Development. (I am holding a letter from Premier expressing its desire to buy the property back and assume all the above expenditures). In the absence of an agreement to these issues, Oakwood Village is prepared to take the steps necessary to enforce its rights under this Agreement. That was given to Kroger, I have yet to have a response from Kroger in two weeks. Now regarding the company from France, they're on track to become located in Oakwood Village, April of this year. Starbucks construction will begin again in May. They anticipate serving coffee by Thanksgiving. The last bit of economic development. I've been meeting for the last three weeks with a firm out of the West Coast. That was hoping to relocate here in Oakwood Village. I met with their new owner twice here. This will have significant implications. Not just for Oakwood but for Northeast Ohio as well. This will be covered heavily if this does happen. So, keep your fingers crossed on that. Now we'll get to the agenda, the pay raise. The annual pay raises over the last three years, in 2021 it was zero, in 2022 it was 2%, and 2023 is 3%. Despite any pay raises, the employees took home less because of the cost-of-living increases. So, whether they were groceries, whether they were insurance, whether they were property taxes increases. No matter what the pay increase was, they were bringing home less than they had done before. This is what we are hoping to eliminate here. The significantly small number of people that we do have on staff. Has a great work ethic, virtuous in the culture. I say that because many of these people now don't even care or want to work more than 2 to 3 days a week. And our employees do, team Oakwood walks by faith, not by spirit. And not to be disrupted by conventional or traditions of man on earth. Oakwood Village is a hub of high tech, life science, and medical research. By connecting with Jesus, the city has been blessed. Jesus has poured his spirit out and touched us here in Oakwood Village and our staff. So, let's move forward and pay what our blessed employees have earned. But as I say, because some things have not been presented to Council. They can't make a decision now, but it's retroactive to the beginning of the year. You have my

assurance on that. So, when this is approved it will be retroactive to the beginning of the year. It is going to be based on what the discretion of your supervisor or your director has to say with my approval. And at the same time, Council in an executive session will be alerted about this as well. So, with that, I am finished. **Nikolic:** Any questions or discussion for the mayor? **Davis:** Premier, did they say what they want to do with this? **Gottschalk:** They haven't mentioned names, but these are substantial companies. Where people would be coming to work. That's the whole key of everything. That's why most of these other cities are just struggling with finance. Because many of their buildings are no longer with employees. People are staying at home and paying taxes where they live, rather than where they work. **Davis:** So, are you talking about an industry? or are you talking about office buildings? I mean, give us a hint, because that's in my mom's backyard. **Gottschalk:** Particularly, medical research, high tech, and life science. There are no smokestack industries we are talking about at all. **Williams:** I think we set a very dangerous precedent for people not to work together. And we're providing some misinformation about the budget. It is Council's authority to approve the budget. And so, if you say that you're going to make it retroactive, and we haven't discussed that and made a decision. You're making a promise that people are waiting for that we haven't even discussed and decided on. **Gottschalk:** I don't do the talking unless I do the walking and it will be retroactive. **Williams:** So, we have to appropriate that first. I'm not going to have a back and forth with you. Because the fact is, that is our authority to do that, and we have to appropriate it before you can spend it. I just want to make sure it's on public record. So, that our employees can read it and understand that, that is putting the cart before the horse. When you say you can do that without us approving it first. **Warren:** One of the things is that whatever the percentages are. I wouldn't do anything but support retroactive, whatever the percentages are, but it will be retroactive. I'm sure that this Council realize it has always been that way. Whatever the percentages are, I'm not saying the 5% or whatever, but it should be retroactive. **Nikolic:** I agree with Johnny and the Mayor that it should be retroactive. In any employment stance, I would expect my pay raise to be retroactive. So, I agree with that, although we can discuss it further. But just as an overall view, I agree with retroactive and yes, we will have to approve it ultimately. But I think about how I would view with myself and retroactive is how I would appreciate it. The other thing is, I would just like to say, with the 5% raise. Speaking to the employees, to give the new Council persons the grace and the respect to catch up. This is a very in-depth decision that needs to be made. We just started, so, if we have the time to do our jobs properly. Then we can look at everything and once Mr. Thompson has given us the documents we need. We will be able to make a methodical decision. Nothing's going to be rubber stamped. So, we do need the time to look at everything appropriately to make a decision. So, just asking for the grace and the understanding of the new Council people as well. So that's one point I wanted to make. **Hardin:** I'd like to say this. This Council is going to be fair. Any undermining of the process at this point should stop. We're going to do this with accountability. We're going to do it with the honesty and the integrity that we have always operated under. I am truly surprised at the techniques that are being instituted. I didn't crawl from under a cabbage patch yesterday. I think I know where this is coming from. But just like the president has asked for, grace. We want you to understand we need numbers. We don't just pick these numbers out randomly. And yes, we agree that the majority of of the employees perform their jobs. They come every day, and they do an excellent job. This has nothing to do

with your day-to-day operation. It has everything to do with the expenditures here and how this money is spent. And we're going to do that. We're going to do our jobs and we're going to be fair like we always have. The fact that we're not getting what we need. This is the one time that we're going to wait until we get what we need. It's for the benefit of this community that we're going to wait, thank you. **Davis:** I just wanted to add, we have been asking for figures from our Finance Director. For many for a couple of months now. It has been since we started in August, when we asked for everybody to start doing their budgets. It is now February of the next year, and we still haven't got all the answers that we've requested. So, he has put us in a bind, and also that bind also passes on to our employees that are part of our city. Which is sad, because we know they got wonderful people in this city that are our employees. We are thankful for that. But we have to have, like Ms. Hardin said, the numbers. We have to have something in front of us before we can allow everybody just to spend money. That we have not yet received. So, until we receive those things, we have to wait. I'm sorry, it's put on us, but it's not from us, that we're having a problem. So, we will definitely get to everybody as soon as we can get our numbers into us. **Nikolic:** One last comment, just to put things in perspective. At our meeting last month, our final meeting. I requested items from the Finance Director. Last Friday, I stopped into his office to speak with his staff. So previously there was some concern that there was not a fully staffed department. We currently have a fully staffed department. When I go in to ask if any documents have been left with his staff, or there had been any follow up to get the documents to us. They had not heard of anything that had been discussed. So, no one in his department knew of anything that we had requested. So, he needs to utilize his team, delegate so we can all work together to get these things done. But now that he's fully staffed, our expectations are going to go up. Because now, without having these documents, we are in a predicament. So, that's the last comment that I need to make anyone else come into discussions and families. **Hardin:** The buck stops with the Mayor. We have asked for it and Mr. Mayor, we're going to ask you to expedite it. **Gottschalk:** You will have those numbers, he'll be here Thursday, and you'll have it by Monday or Tuesday the latest. **Hardin:** That's public record. **Gottschalk:** Anything that you requested, you're going to get. **Hardin:** By what day? **Gottschalk:** By Tuesday. **Hardin:** Thank you. **Nikolic:** Just to summarize what we have requested. We did request recommendations from managers and directors for their input on pay raises. I've also requested at the last meeting to have a cost per employee so we can understand what each employee is costing us. And so Councilwoman Scruggs and I can understand who is in which department. We've also requested an overall assessment of salary ordinances. Who received raises when last. So, we can look at maybe someone needs a base pay raise. Someone may need an overall raise. So, these are a lot of things that we'd like to look at one time, together. So, it's not just the pay raise we'd like to look at several different factors together. So, there's a lot of information that we're waiting on and once we have it will make that decision. **Williams:** There are additional documents that were requested prior to January when you all started. So, we will send just a list of everything so that we get everything we requested. **Warren:** I'll make a suggestion that Mayor, when Brian returns. I think that you should present that list to him. Let him tell you when he's going to get it, without you making a commitment on his behalf. **Gottschalk:** Even if he has to be here eight days a week, to get it on Tuesday. You're going to get what you requested. **Nikolic:** Okay, if no other further discussion. May we have our report from our Service Director?

Service- **Haba| Haba:** Thank you, Madam Chairman. Just two things, I know we asked a lot of questions about streetlights in the last few months. We went street by street; we're just about done with the Village. We got a couple small little areas left. We've turned those all in to the Illuminating Company. I know they were quick to respond on Broadway, last week and check out those streetlight problems. Secondly, Ms. Joseph brought to my attention, two weeks ago. There was a grant possibility from the State of Ohio. We jumped on it, we only had like a week. So, we did apply for that grant. It's for a new covering for our old salt pen, which was falling apart. With Ms. Joseph's help and the Engineering Department, we got the grant in on time that day. We will get approval from Council to that grant if we do get it, that's all I have. **Davis:** Mr. Haba, I want to thank you for your call to the Waste Management. They have been cleaning up. I have seen two times this week, the bypass along the freeway. Because I remember I talked to you about the all the garbage that was thrown from their trucks. They were out yesterday again picking up. They had three guys going down that road. **Haba:** We picked it up sometime last week because some of it is Oakwood stuff. But one thing mentioned before. The County prisoners do it, but that's not on the list. But they don't seem to have gone down there much of last year. But they were on Broadway a few weeks ago. **Davis:** I mean, they were working nicely, and really thank you for your department also. **Warren:** I would also like to thank the Service Director. But, also to focus on the Council Clerk taking the initiative and incentive to look up the grant and be the one that gets this grant opportunity off the ground. So, to Ms. Joseph, we appreciate your due diligence in this effort. **Haba:** Yeah, it would give us something we really needed. Something we would have had to spend money on next year, too. So, it would be great if we could get that. **Matlock:** Question, county prisoners, I did see them out on the roads picking up trash. Is there some way we can either submit something to say, do they pick up on the state streets? **Haba:** It is our streets they pick up. Every year, every January, I give them a list of what streets we would like. It is up to them, we don't pay them anything, they are just doing it. So, I have a list of streets we'd like them to address every year. **Warren:** They probably do the main streets work. **Haba:** Yeah, we always give the Fair Oaks, Oak Leaf, Forbes Road, Broadway, etc. They are not going to do all of ours. **Matlock:** What about Tryon? **Haba:** Tryon, I will hit that by the end of the week. There's that one section that gets bad. **Matlock:** Yeah. **Haba:** I don't believe that is on there. They are not going to do all of our streets. **Matlock:** I know they're not going to do it all. I just thought maybe it was just something we can request. **Haba:** Next year we can put that on there. **Matlock:** Ok. **Nikolic:** I had a quick question. Here in the budget, we have litter pick up wages. Have we ever appropriated anything for that or have in the past? **Haba:** I am not sure where that's from. We haven't used that years. It has in the past sometimes; I had a group of kids. I used to do it sometimes, right there on North Lane. We bought the bags and give them material stuff like that. That could be from that, I believe. **Nikolic:** Okay. **Haba:** We helped out Waste Management and the County. **Nikolic:** So, it was some type of a youth program. **Haba:** Yeah, sometimes it was asked, it was on and off. Clean up Oakwood day, stuff like that. **Nikolic:** Okay, that might be something to bring back if we continue to have issues. **Haba:** I think the kids, we're usually free. I believe last few times that we'd have supervised, we paid a little bit. **Nikolic:** Any other questions or discussion? Can we have a report from our Police Chief?

Police- Garratt| Garratt: Thank you, Madam President. I just want to bring up something. We have been taking a lot of reports. Usually this time of year, with the tax return, identity theft and issues with that. Emails, people open up emails that are fraudulent because they know they are waiting for tax documents. They put all their information in and unfortunately that is usually the problem. There's a sheet that we are going to put on our website, it might already be up. But, a lot of times, especially the taxpayers this time of year. They're very intelligent, they deal with this fraud, with identity theft and get people. Especially if they can, the elderly, because they're not computer savvy. They kind of fall for some of the scams and some of the some of the phone calls. We haven't had any phone calls here. But Oakwood Village had a lot of e-mail ones. So, if you could, direct people to go there would be great. There's a bunch of information right up here to help make you aware. We can always take a phone call, call up here and talk to one of the guys in our bureau or one of the Officers. We can help anybody out if you have questions, concerns, or any about emails or phone calls. The IRS never calls you ever, for anything, period. So, don't ever believe any of that. The other thing I want to talk about was the legislation. As I talked to you guys before the last meeting, the canine has been sitting. That's why we wanted to act kind of quick on this. Geauga is trying to buy the dog from us. Again, that's a nine-year-old dog next year. The average work life of a dog is 7 to 9 years in canine. They are willing to give us \$2,000 for the dog because the handler is going over there. So, we could act, that dogs have been sitting there for a couple of weeks. He kind of needs to get working again. So, if you could entertain that I would appreciate it. **Nikolic:** For the dog warden, there's a \$13,000 line item for the dog warden. Will that be necessary once the dog is sold? **Garratt:** Yeah, that's the dog warden. **Nikolic:** What is that? **Garratt:** That's for like, calls that we've got loose dogs. **Nikolic:** Oh, okay, that's for picking up dead animals and everything like that. **Garratt:** Well, not the dead ones. They pick up the ones that are trapped, dogs running to loose. **Nikolic:** So, is there any other line item that will be removed once the dog goes? **Garratt:** Yeah, there's a canine expense for \$2,500, maybe \$3,500 that's in my budget. We're not going to remove it because I don't know what we're going to do with it. But the only time we utilize it is if we do pickup another canine unit. **Nikolic:** Okay, so now we do not have a canine unit. **Garratt:** That is correct, we do not have a canine. We still have the car and the outfit for it. How it works when you get a new canine unit, it's a six-week training. You pick out the dog, the officer and the dog go for six weeks of training for basic training for canine. Then they come back to work. So, it's a pretty big commitment and we're low on guys right now. We have some young guys that are going to be really good I think in that position. So, they need just a little more seasoning before we're going to entertain that. The Captain and I have been talking about it. I think we're going to let it ride for a little while, and when it's time, we'll make that decision together. **Hardin:** When you mentioned budget, we won't have one. We'll leave that line item there and that's just for feeding the dog. But have you included a cost of purchasing a dog and that training in this last budget that you submitted? **Garratt:** I haven't because I didn't know the dog was leaving. Frankly, I didn't know the Officer was leaving until two weeks before. **Hardin:** Based on what's going on. I would suggest that you submit a memorandum just in case before the end of the year, what you might want to do. **Garratt:** I appreciate it. **Davis:** So, the officer has gone? **Garratt:** Yes, and the two options were, as I mentioned before. When you disband a retired K9 unit. By

state law, the handler has an option to buy the dog for a dollar. This one worked out because he wants to work the dog for whatever the time was left of the dog. And Geauga County wants to give us \$2,000. So, it's either a dollar or \$2,000. That goes into the general fund, thank you.

Nikolic: Thank you Chief if there's no further questions or discussion. May we hear from our Fire Chief.

Fire-Dirocco| Dirocco: Dirocco: Good evening, thank you Council President. January has been off to a pretty busy start for us in the Fire Department. A lot of runs coming in. We have also switched our software company. So, it is a big learning curve for everyone. It was something we had to do because the company we were with, they're retiring the software. So, we had to make a switch. On February 1st, we had a very difficult house fire down in Walton Hills. The firefighters in Oakwood, along with mutual aid partners from Bedford, Bedford Heights, Macedonia, and Valley View helped put it out. No one was hurt, homeowners got out, the animals got out. So, some damage to the house, but no one was hurt. We've been busy in the community, starting up teaching CPR classes to some of the businesses. And, actually, everyone in Glenwillow Village has requested teaching their whole staff. Police, Service, and regular staff members. I know back last year, Ms. Hardin, we talked about trying to find a way to teach and give CPR instruction, starting with the Village employees. The Fire Departments kind of taken care of that, Police Department has it. So, next would be anyone that's willing or able to from Council, from the regular office staff, Service Department. We're more than happy to put on a class day, night, or weekend. I know last year we set a whole bunch of dates, and we couldn't find anything that worked. But I'd be happy to do that again if you guys would like to look into that. And that's all I have if you have questions I can do that. **Hardin:** You know, I left a message for you last week regarding that. Did you get it? **Dirocco:** Dave said Ms. Harin left a message, and he said he was going to talk to you. **Hardin:** You know what? I really see you coordinating something like that with maybe even the Mayor's group that meets. Because so many of some of these people are getting older. **Dirocco:** Last year we did have the Rec Department. They were the only ones that were able to really kind of work into that. The Rec department put together a group, Ms. Perez. And brought down, I think I had two different classes. We had about two dozen people go through it. **Hardin:** Okay, well, I didn't know anything about that. Can we do it again this year because it wasn't advertised. **Dirocco:** So, it's up to you, who would be the point of contact to schedule that? I could reach out, obviously, to all of you if you would like it. **Hardin:** How about if you deal with our Clerk? **Dirocco:** I'll be happy to do that. I will send her some dates, and, she could forward it your way and let me know what works. Like I said, if you guys or any of the department heads, it's good for everyone to learn. Any other questions? Thank you. **Nikolic:** Hearing none, may we hear from our Building Department?

Building-Marinucci| Marinucci: Marinucci: Thank you, Madam President, it is my pleasure. A statement that's not part of the Building Department, but I want you to be aware of. It really hit home, and it really is serious. And especially since the population is older, and you have grandchildren. Maybe Chief Garratt knows more than I do. The gang is out of Florida, and the name of the gang is Felony Lane. The way they got the name is after the event happens. They go to the furthest line at your bank. Because the camera images that are taken in that thing, are not

very clear. But two weeks ago, my wife works in the prosecutor's office, Lake County. They focus on daycare centers. But the woman lawyer dropped her baby off at the daycare. From the time she got out of the car and brought the child into the daycare center. The car got hit, everything was stolen. The banks were hit within 35 to 45 minutes after the event happened. But Lake County got the people who did it. The sheriff in Lake County has posted it. I've been telling everybody about it. It happened really, really fast. They are targeting the daycares. So, I thought you should be aware of it. My understanding is that group is all through Northeast Ohio, all over northeast United States, but it's here. The second thing is, I'm looking forward to having the budget meeting with Council. Because there's some issues with the Building Department that have to be addressed. We will address them when we have that meeting. Because I did talk to Brian more than once. So, when we get there, we will. I'm here for questions, if you have any questions, **Gottschalk:** Answer to the point regarding what I asked you to do regarding the facility over there on Macedonia. **Marinucci:** Yeah, I've been in touch with Jim Climer on this issue. So, we are working together on it. Here's the issue, the issue is do we have the authority, they want ordinance supplied, and what they can do. So, I've been working back and forth. **Gottschalk:** They cannot be doing what they are doing. **Marinucci:** I understand. **Gottschalk:** So, what I've asked you to do is you've taken pictures there. In the next 2 or 3 days, have a citation prepared. **Marinucci:** Mayor, we are working on it, to do it right. **Gottschalk:** We'll give him three days in which to clear that thing up. Or there will be a court date which they have to appear. **Marinucci:** Yeah. **Gottschalk:** All right. **Nikolic:** Okay, for clarity's sake, can we be can we specify what issue we're talking about and location? **Marinucci:** I don't know the address, but there's a lot of cars there. I know what the game plan is, I understand the game plan. I'm just trying to make it right, so, we're not on the opposite end of this thing. We have to be on the right side of it. So, it starts with the zoning. It may be of dual use; I can't figure out the zoning yet. I thought they were a construction company initially; it doesn't appear that they are. But there's some construction things there. It's not a used car. There's a sign up that says, something of a classic cars. **Davis:** Great Brothers Classic Cars. **Marinucci:** There's provisions in our ordinance that says A, B, C, and D, I'm trying to get it all right. **Matlock:** Is that on the corner of Broadway and Macedonia? **Marinucci:** Yeah, right there where Drake Road. We've dealt with this issue before in different areas. And part of the ordinance says that they are allowed to do... I don't know if they qualify yet, I'm confused. But indoors they're allowed to do things. You could be like a used car deal as long as no cars go outside. So, if you have a car and you meet the general definition, you could do it. And also, to sponsor the ordinance that allows for screening. I'll be honest the Mayor and I talk about this. I don't know how you can screen. **Gottschalk:** No, there's not enough room. Again, we don't even tolerate this on Broadway. DCOMM has to put up a mount. There's no room even for a mount over there. Additionally, people at reflections, can look down at that site as well. It's intolerable... **Marinucci:** I'm working with Jim on this to get this done. This is going to be a joint effort to do it right. It might be done by Tuesday. **Gottschalk:** Alright, all I'm asking for is a citation so that we can have a court date. And not just going there to warn them. **Marinucci:** I'm going to personally meet with the owners and try to get them to clean this up. **Davis:** When they came in front of planning, what did they say? **Marinucci:** I don't think they went in front of planning. **Davis:** They had to come in front of planning... **Marinucci:** No, the Planning Commission doesn't determine who goes in. If they're

going to alter the building, yea. But there's no altering of the building. But they would have to go for the signage and they did not. I didn't even know about that particular sign. We went out and took pictures after we got your email to expedite this. I'm on the mayor's side on this, don't get me wrong. I don't think jurisdictions, the Village have allowed this kind of stuff. I just wanted to be right. What I do know about it is the people running that business have a lot of money. I don't want to get too involved in the lawsuit. I want to make sure it's done right. **Warren:** May I just suggest that you don't talk to them before, take the action first. Because if you talk to them, they're going to say, oh, well, give us a week or two weeks. Then they're going to delay it even further. If you get the action started and then they want to talk, then let them do it. But at least get the action started so that we document and we're there in court. Or we got at least the legal steps taken. **Marinucci:** I've been reading all the sections of the code all day today. I'm going to be in touch with Jim and say, let's move on to this provision. I want to have an agreement here. Then if he says, yeah, then okay, that's how we're going. **Warren:** You can always site more than one violation, too. **Marinucci:** Yeah, I'm looking where it says multiple cars. I'm looking everywhere, I started in the general business, and that's what takes you down what I just said. Because if you're a used car dealer, you're allowed to do it. Even though we don't want it, it can't be outside. One of those street style rover down into the parking lot. That guy's a used car dealer, but none of the cars are outside. He might have 15 cars or something like that. I've been there four, five times already, and they're all indoors. All right, so, I know that this was resurfaced. Second drive by again. I'll drive by tomorrow to make sure that, and I just say, I don't know what this corporation I'm trying to. I'm trying to classify it. There is construction spelled there so that maybe, maybe it's a dual occupancy. I don't know, do you know how this might be? Construction policy matter. It has to be screened. Yeah. The screening is part of the reason that I think I can't get everything together to where we are able to make the citations, where we can have a court date, and only then are they enforcement. Right. Until then, we are going. We? Are you talking? I won't talk to them, but that's what I'm doing. I want to have the party jump on it. **Davis:** Because he has cars there also. **Warren:** Not to belabor this, but Councilperson Davis brought up a good thing too. They have cars without license plates. That's why I say they should be cited for everything. Not just for the one thing. But cars without license plates should be cited for noncompliance. **Marinucci:** Now, that's part of what I'm doing. But, you don't have to have a front license plate, right? **Warren:** You got to check the back of it. **Marinucci:** Now you have to go on the property. **Warren:** Well, I see what you're saying. If you can't, I'm just saying that if it's obvious that the vehicles don't have plates. And according to law it's required, then you could go move forward. **Marinucci:** I could say this, and the reason why I say they can't go on a property. When they first moved in, I don't know if you're involved in it. But we had a complaint kind of thing and there was an issue there. When I called them, they were pretty rough with me on the phone. So, it leads me to believe that this is going to be one of these. And it's okay, it doesn't scared me at all. But I want to be right on it. I don't want to cite something and then find out we made a mistake. I think Tuesday, I going to try my best with them. If Jim says, hold on, we will hold on. But if Jim says, go for it, we're going forward on it. **Hardin:** Did the Building Department change its hours of operation? If so, when did you do it? **Marinucci:** A while ago. **Hardin:** And why? **Marinucci:** Because it helps the contractors. When we thought of it, I contacted the other Building Departments, and they were doing that. So, it gets the contractor in

and out quick. And really, if you look at the times, a lot more is done in that department in the morning than it is in the afternoon. **Hardin:** I want to go on record, what with the number of complaints regarding the customer service from your department. Dan, I'm going to say this, this last one. See, they never know who they're talking to, that's number one. Number two, everyone deserves respect and courtesy. That's all that's required. **Marinucci:** Yes and I agree. **Hardin:** And to talk to people like they just fell off the back of a wagon or condescending; that has to stop now. You made the comment that you're going to talk with us when we get to the raises. You can do it however you want to do it. But I'm telling you, that if I get one more... Mayor, it's terrible how they talk to the people over there. Some of them, it's unbelievable and it has to stop. **Marinucci:** I'm not aware of about the issue, but we can talk whenever you want, we can meet on it for sure. **Hardin:** We can meet on it, but in the meantime, I need you to give them a heads up, okay? **Marinucci:** When I'm there, because I could overhear a lot of them. I think it's pretty running smoothly. **Hardin:** Not so. **Marinucci:** But I could also tell you that. I do know that this goes down a lot, hypothetically. Debbie would take a phone call and would say A, B, and C. Well, that person doesn't like me A, B, and C. Sometimes it goes to Lillie, the same person, same issue. Then I said I'll take it, and I say the same thing A, B and C and then it's okay. But a lot of times, they don't like what A, B, and C are. **Hardin:** So, as a result then what do you do? **Marinucci:** Nothing. **Hardin:** You're tell me... but that's ok, we are not going to debate this here. All I'm saying to you is, it is terrible and it's getting worse, it has to stop. If they don't have the patience to deal with the general public, then do what you do. You take all the calls because... **Marinucci:** Well, that isn't happening. **Hardin:** Well, I'm going to tell you tonight what is going to happen. This is part of what happens here. They will never, ever be allowed to talk to another constituent the way that they have talked to some of those people. **Marinucci:** I'm going to put a stop to that. **Hardin:** Thank you. **Marinucci:** I don't understand, we should never be disrespectful. But when you said to me, what do I do, I'm trying to think of an exact example. A person called and they wanted it to go to the Planning Commission on a specific issue. I think your family member is involved on it or something. But you can't get there without having a survey. For what this particular issue was. Debbie tells them you need a survey. Oh yeah, yeah, yeah, but then they filed the paperwork, no survey. So, we're going back and forth on it. So, then Lillie said, we need a survey to get it through planning. So now it comes to me and, and I said, we need a survey. If we don't get the survey, I can't do it. This is not being disrespectful. This is saying, hey, I don't write the ordinances and I don't deal with his office. His office is the one requiring the survey. We're implementing the survey to do it. So, when I say no, it's not going without the proper paper work, that is not being disrespectful. **Hardin:** Well, let me just let me share something with you from the old world. I'm an old telephone employee. The first thing you are taught, and I want you to take this back to your crew. **Marinucci:** I am. **Hardin:** It is called tone of service. If they want me to come over and give them instructions on what that really means, I'll be glad to. The only picture I have of an individual when it's a phone call involved. Is what you say to me and how you say it. And believe me, when people hang up from your department, they're not happy. The tone of service is ridiculous. **Marinucci:** I'm going to deal with that at the employee level. But let me tell you about me. When a contractor comes in here and he does the job, he does it without a permit. He knows he has to have the permit. You know what? If he calls you, you're going to say fire Marinucci. Because when I nail this guy and I'll

tell them you're never going to do any more work in Oakwood Village. If you're just totally disrespecting the process. So, I had a guy that did something, the cost of the permit was \$35. All the work is done, and they want Oakwood Village to give them a final. And I go, how dare you do this. **Hardin:** Let me tell you something. How ever you choose to do it and he chooses to leave you on a payroll, that's one thing. When an employee in your department talks to an individual. In other than total respect, because you're not entitled to be condescending. No matter what I say or do. What you're supposed to do and the right thing to do. If it's something that I have just frustrated you to no end. You know what, Mrs. Hardin? I will get back with you and tune it out. But to give the kind of service that your department gives, it has to stop. **Marinucci:** If it's that bad, I'll get it to stop. **Hardin:** It is beyond... **Marinucci:** When I'm there, I could hear phone calls. **Hardin:** Then they drop down to condescending, people are not stupid. They know when you're talking to them like they're an idiot, and it's got to stop. **Marinucci:** Yeah, I would like to know the issue. But I'm going to talk...this has to come from Aaron is what I am thinking. **Hardin:** Wherever you want to pick it out from, it needs to stop. **Marinucci:** I will have a meeting tomorrow morning on that specific issue. **Davis:** Activity logs, you said as of the January meeting, we would get it the next day. The last activity log I have in my email is from September. **Marinucci:** That can't be, we must have a wrong email. I sent that to Council Clerk and everybody. Because you mentioned that you didn't get it and I sent that again. **Marinucci:** I'm going to send an email and make sure you get it. **Nikolic:** Okay, one quick thing, just a gentle reminder of sidebar conversations. This is an open and public meeting, so every conversation that should be had should be open to the public. **Hardin:** I apologize. **Nikolic:** It would be a violation of the sunshine laws. It should be open, so it may be documented. Unless it's to find something in a document. If we could, have all of our comments made open to the public so everyone can hear what's being said. And it can be properly documented in the meetings, that would be greatly appreciated. Anyone else have any comments for the Village? **Matlock:** By the way, since you drew me into this situation. Debbie is very, very knowledgeable and she was only helping with the situation. And she did resolve it. **Marinucci:** She's knowledgeable, but she's not compliant. **Matlock:** No, but I'm just saying, during the time that we were in there, she was. **Marinucci:** She knows what she's doing. **Matlock:** She knows what she's doing, and she just got the information that was needed. And she informed, matter of fact, the person you want is that one right there. But that information was very knowledgeable. Because it just told her what she needed to do to go to the next step. **Marinucci:** This has been going on a long time. **Matlock:** But that was something that she didn't know about. I wanted to say also, that Building Department as far as communication. **Marinucci:** Well, I could tell you the issue you're bringing up has been ... **Matlock:** No, we're not talking about Debbie. We just talking about some of the individuals that work in there. **Marinucci:** Well, that's what we have. We've been down one person for over a year. **Matlock:** We have a meeting with them afterwards, right? **Davis:** Work session. **Nikolic:** You would just need to request, would like the Building Director to stay? **Marinucci:** Not today. **Matlock:** Excuse me? You said you wanted to talk to us about something, correct? **Marinucci:** I got to go a long way. **Matlock:** But you said you want to talk to us about the budget. **Nikolic:** No, he didn't mean today.

Matlock: Well, I'll get with you personally because there are some individuals. Then you just mentioned something that I want to ask you about. You said there is a clerk in there digitizing the information that you have in there. Is that all she does? **Marinucci:** Right now, yes. **Matlock:** Okay, so how much more of that work has to be digitized? **Marinucci:** A long way, a lot.

Matlock: So, we're saying a long way. What is a long way and what is a lot? **Marinucci:** She's doing 20 to 30 years of digitizing, and she works every day. It's just getting through it, and it's working out really nicely. Because when we get a request, I just went in and grabbed an icon, and I can send it out. So, it's working, but we didn't even start the drawings. To get all the drawings done is going to take over a year. I'm expanding her services and, and what does that mean? Things are getting tighter, so I'm expanding her services. I want her to do Zoning Board of Appeals. Because if Debbie leaves, we're going to be shorthanded. So, I'm expanding her services agenda in certain areas. **Matlock:** Will she be answering the window? **Marinucci:** Not yet I'm not ready for her because she doesn't know much about the activities. No, I don't want her answering the window or answering the telephone. If she had to answer the phone calls, she couldn't answer. She doesn't know what the zoning codes, not yet. When Debbie answers, she knows the zoning code. When Aaron answers, he knows the zoning code. When Lillie answers, she knows the zoning code. **Matlock:** We're going to have a discussion with you later, right? **Marinucci:** Yeah. **Matlock:** Okay, that's all that matters. **Marinucci:** The other thing is, that phone rings nonstop. If she's answering the phone, she's not going to be able to do the digitizing.

Warren: One of the things that I would caution us to do. Is to instruct the directors how to utilize their staff, we can evaluate it. If we got one person doing digitizing. I would say that would be something that they would just stay and do. If I was a director, I would do the same thing. Everybody has a job to do, and everybody's assigned a job to do, and they get proficient in their job. I just think it's a chance that we are stepping beyond. We can recommend by him to consider it. But if it was me in that position, I would have one person doing one thing. I would have one person assigned to a different task. One person is answering phones, doing paperwork, and the other one is assigned to the desk when people walk in. But one thing that I wanted to suggest, just for you to consider. When you say it's 7:00am to 3:30pm, I think that it should at least go to 4:00pm. **Marinucci:** We have 4:00pm covered. **Warren:** But you said it is closed at 3:30pm. **Marinucci:** I'm sorry, the correct answer would have been flex. Lillie stays long after 4:00pm. **Warren:** So, what time does the Building Department close? **Marinucci:** 7:30am it opens and then the Building Department closes after 4:30pm. Lillie is there now, I'm sure she's getting ready to leave. She answers the phone well after 4:30pm. **Nikolic:** And Lillie is one that has knowledge of the code in the zone. **Marinucci:** Yeah, she has been there for 20 or 30 years. I think she was involved right when Mayor first became part of the Village. It kind of works really well. Because early in the morning, this is the effort. And then, from 3:30pm to 4:30pm, it's kind of slow. Lillie catches all the calls and answering them. We have a lot of issues going on with the port of building standards and stuff like that. So, there's a lot of stuff like that, that's taken all my time. It gets really hard. I know, Councilperson Hardin, when you said I'll have to answer the phone. If I went and answered the phone there, because it rings all the time, no work would get done. And that's not being disrespectful that. **Warren:** You mean the work that you do?

Marinucci: Yeah, the work that I do, trying to get everything. We're working pretty hard right now on the board of building standards, filing and stuff like that. I think the operation is running

smoothly. I respect the issue of maybe the tone and maybe the shortness. That's what I'm thinking it is and I'm going to work on that. **Scruggs:** Is there a way that a resident can submit a formal complaint... **Marinucci:** Yeah. **Scruggs:** If they have experienced something not pleasant, is that in writing towards your department? **Marinucci:** Yeah, we always implement it in writing. But I think we stop it because of the resident feeling uncomfortable. So, if a phone call comes in, we deal with it. One example is she sent me an email and I forwarded it immediately. But there's times phone calls would come in and Lillie would call me immediately. If I am not in, I get a phone call immediately and we deal with it. **Scruggs:** So, I guess my question would be. Since you say yes, is there a place where those complaints are stored on the employee file? So, when you're going back to do the performance review, you can look at those? **Marinucci:** No, not that kind of complaint. If we get a written complaint, on a property owner of a personal parcel number. **Scruggs:** No, complaint towards employee. **Marinucci:** Oh, a complaint against an employee. I didn't expect this kind of thing. I didn't know about it. But no, nobody's called in to answer your question. **Gottschalk:** I'm getting some calls about that. **Marinucci:** If I get a phone call and Debbie's on the line, which never happens. It will definitely be put into a file. I'm just thinking because Aaron's more of a construction type guy. Everything with him is quicker and short lived. That would be part of it, I thinking. That's the only two people, and Lillie is a doll on the phone. **Matlock:** Do you still send out a report of individuals that moved into the area? **Warren:** New residents. **Matlock:** Like a report of new residents that come in? **Marinucci:** No, they never do it, I've never done that. **Williams:** Yeah, you did. **Marinucci:** What it would be, which is the same thing, is point of sales. When a point of sale comes in. We know that the specific piece of property, that would be tied into a point of sale. The way point of sale works, historically here, is the buyer comes in and assumes the violations. Now they have to get a certificate of temporary occupancy to do this. That's why when you tie it into to that, you had all the information in there. This software is the worse software. We used to have the greatest software. But they keep on working out the negativities on them. So, maybe we can expand it. **Hardin:** One quickie, whenever we have a chance. I'd like to meet just with you. If you've been following Cleveland. All of the new legislation that's in place based on the point of sale. I know you've been keeping up with that. I'd like to go over some of that with you. Was the Police Department able to serve? **Marinucci:** No, I sent it to the legal department, I sent them both to Jim and Ross. They have to take over that. We cannot get service to process. But let me tell you, since this happened, since we spoke. Captain Freeman went out to do the service or process, and he came back, and he could not get it. So, he calls me up, and I said ok and sent them over to legal. Because they don't live in Oakwood Village, I sent it to the lawyers. Something's not right about that property. Why we should start the roofing operation and then stop in the middle of the roof. But we spoke to the neighbor, and the neighbor said. When they started the project, they ran out of money. Which is what I believe, and they stopped the project. The house cannot be condemned. But we have not been able to reach them with the arms of the law right now to do it. So, I sent, and not only did I send it by email to both Jim and Ross. I sent them text messages, and in one of the text messages. I explained the conversation that we actually had with the neighbor. I didn't have it, Lillie did. I let them know that their money is an issue and that's why they stopped it. Maybe health is an issue too. It is not adding up in my mind. What I'm trying to get them to do is get them to sell the property. That's my main plan and all of

this. We believe that there was a real estate agent involved. But when you go out there to the property, there's no real estate sign. **Hardin:** No. **Marinucci:** So that's the status of that. If I knew how to do it, I would do it. I don't do that stuff. **Hardin:** Well, I will talk to legal. Because we can't go an additional year with that house sitting there looking like that. **Marinucci:** Yeah, and my game plan after talking with Captain Freeman. Is to let them go in and tell the judge they don't have the money to fix it. That would be the game plan. **Garratt:** This is the house on Somerville, correct? **Hardin:** Yes, sir. **Garratt:** Okay, we sent an officer over last week to University Heights, where the homeowners live. They didn't answered the door, so we left the green card. The green card is a contact card that we were there to call back immediately. They haven't responded to it yet. However, with this violation, it's not criminal at this point in time. So, we can't take it any further. However, I did have a conversation with our Prosecutor Ross Cirincione only today. Who was also talking with the Law Director. They're looking at a way, with our ordinance, that they can publicize it. Then we can cite from there with the building code violations. However, this person is just avoiding us at this point in time and Building Department. But the Law Department is on it. I'm getting a different way around, a workaround for that. We had a three-way conversation, the Captain and I with, the Prosecutor today. So, it is in effect, they're not losing ground on it. It's just that we can't locate this person right now. We can only exhaust so many avenues to do it because it's not of criminal nature at this point. **Hardin:** Okay, sir, thank you. **Marinucci:** I'm hoping that the roofer that was doing the job. I hope he rubberized the roof for \$200 the remaining portion. That would prevent water from getting inside of the roof. So, without being able to go inside the house, I can't (inaudible). But I'm hoping it's not that bad, because that would be cruel to open something up and not weatherize it. There are other issues too on that property. **Warren:** May I ask, this is that property that pulled a permit? **Marinucci:** Yes. **Warren:** How long do they get to... **Marinucci:** One year. **Warren:** Has it been a year yet? **Marinucci:** It could be, I don't know. **Warren:** Well, if it has been a year. Then you could cite them for the violations that exist on that house. Because of the fact that their permit has expired. I would send a letter to whoever I'm dealing with, whoever's a registered homeowner. To let them know that they have defaulted on their permit. The permit is being closed. You're moving forward with the violations and taking them to court. Talk to the Law Director and ask them about that. Or you can have him call me. **Williams:** Councilwoman Matlack had asked about the list. You did use to provide us a list of new people coming in based off of that point of sale. **Marinucci:** I'll send you the point of sale. **Williams:** I think you may have stopped providing us that list. But we had tied it to wanting new residents to get a welcome packet. Have you all been sending out that packet? **Marinucci:** No, the only thing we have is point of sale. So, if they come in, and it's not like there's a whole lot of new residents. **Williams:** We don't have to discuss it now. When we have that meeting, we'll go back to them. **Marinucci:** Debbie gave them out when they come in. **Williams:** So, they do get a welcome packet or don't? **Marinucci:** When they come in, if it's a new one. They get a welcome packet, Debbie does that. **Hardin:** No, sir. **Marinucci:** I don't know, we'll bring that up again. A lot of times, the point of sale, they got a temporary occupancy. They don't get that until they clear the violations. Once they clear the violations. Then I guess you have to give them the package, right? I don't know I will mention it to them. You know what's even better Council? If you give them the welcome packet. They are in your ward; you know who's moving in. You can go in and hand

it to them. And that's a good PR. **Williams:** We have had that exact conversation before. You say you guys can do it. But we need a list in order to know who's coming. **Marinucci:** I will send you the point of sales. **Matlock:** That's why we asked for. **Marinucci:** I will give you one tomorrow. But, you know, this is one other problem that we have with the software. We have not been able to correct it. When I go into the software, and you say, residential point of sale. That's what you want, right? You get everything, okay. You get commercial, point of sales, sometimes you get the permits. The software is not very clear on delineating what we actually need. But anyway, Tom's been working on that. **Nikolic:** Any other discussion? Thank you, hearing none, before we get to our engineer. I would just like to use this opportunity to say that, in support of Councilwoman Hardin's comments. I have also received several complaints about various Village employees. And I think this will be a good opportunity for Council to consider. Similar to CPR training. Once an employee receives a complaint. There should be some training. I've received complaints from bus drivers sexually harassing, the woman that does the senior lunches, all types of complaints. Brian Thompson as our HR head. When I asked about a formal process of filing a complaint. There isn't one that's established. So, as a Council, we should come together and document what we envision. As you know, perhaps there's training or something that they can get. Once there's a complaint made. We can map out what we envision. Because again, this is exposing the Village to litigation if left unchecked. So, while we'll let the managers deal with their employees. I think as Council, we need to come together to map out a plan as to how this HR process should be handled. We can deal with that at another time. But just wanted to point out that it is a problem that we need to address. Because it is exposing the Village to litigation. May we hear from our Engineer?

Engineer- Jones: | **Jones:** Madam President, members of Council, I don't have anything specific to report. Other than I do have ordinance 2024-03 on the agenda tonight. I don't know if you wanted to discuss that now. But I'm willing to go forward with discussion on that now, or I can take questions. **Nikolic:** Any discussion of questions? Hearing none, moving on to agenda item number seven. The floor is now open for comment from Village residents.

Open Floor Comments:

Karen Howse, *Address Unknown,* **Howse:** I do have a question on the Engineer. By the way, Chagrin Valley Engineering is an excellent firm, I have to say. But I do have a question, and I don't know if it's been in place like that for a while. But I just grabbed it, and just looking at section one of 2024-03. This is a question for the Mayor. So, section one says Municipal Engineer currently Ed Hren. Is Ed Hren retiring? **Gottschalk:** Not quite yet he is working on it. **Howse:** So, you're paying \$38,000 a year, biweekly as an employee. And subject to PERS (public employment retirement system), employee portion is 14%, which is like \$5,400. Then it says Matthew Jones and the firm Chagrin Valley Engineer. Shall also received further compensation for the services specified in Exhibit A attached and incorporated herein at the rates set forth. My question is, how is it and? I've seen it where we have a contractor on staff. But why are we paying the PERS and then in turn saying subject to payroll. Then treat them like a contractor. **Gottschalk:** Brian can answer that, but we'll have everything (inaudible). **Howse:** Yeah, because you can't get a W-2, and then a 1099. It's just if you pay \$38,000... not that it

hasn't happened. But I've never seen it written in that way. Because not only are we paying \$38,000. Now we are paying \$5400 on top of that, that's the employee share. Plus, flip it on the 1099 side. It says any other services and action that he would be doing, he would also be paid.

Gottschalk: Matt can you answer that? **Jones:** Sure, and it has been like this for the last couple rounds of our contract. But basically, there are specific services that are included under the \$38,000. The rest of it would be specific to contracts or things that fall outside the scope of services of the retainer. That actually isn't like a 1099 thing, that's contracted services to us. So, that's not a compensation that I directly get paid by the Village. **Howse:** The engineer gets that.

Jones: Right, so I'm getting the retainer, I'm on payroll for the retainer. But the retainer only covers a portion of what I do like. **Howse:** So, Ed Hren for 25 years has been getting PERS from us? **Jones:** Yeah. **Howse:** So are there any other contracts (inaudible), for example our Law Director. **Matlock:** The Law Director says no. **Howse:** Ok, I was just curious. I just never seen it written like that. I am not saying it is wrong. I was just trying to clarify it. **Warren:** Just to answer Ms. Howse, It was the same type of contract. Because when Chagrin Valley Engineering went into business in 1996. It has been the same procedure with the lead engineer Ed Hren. To point it out, even when you were Finance Director. **Howse:** As I said before, John, I just asked a question. **Warren:** I just want to clarify. **Howse:** I just looked at the contract and I was just asking a question. Like I said initially, I'm not saying it was wrong. I just was asking that process, does he get a 1099 and a W-2. **Warren:** Yeah I understand.

Pat Malone, Drake Rd., Malone: I really want to thank Mary for going and finding out about the Gray Brothers at the top of our street in Macedonia. I wanted to leave you with this because we've talked enough about that. But thank you, Mary, and Mayor, I guess she got a hold of you.

Gottschalk: Yeah. **Malone:** Two things, are we Oakwood or Oakwood Village? **Gottschalk:** Oakwood Village. **Malone:** Okay now, the signs are lovely, but they say Oakwood. Did we get these donated? **Gottschalk:** We saved some money on that, I mean, these weren't cheap. But we did get a grant at the same time. We've had good response, interestingly enough, many of the communities are starting to try to do this too. **Malone:** My point is, there is an Oakwood, Ohio in southern Ohio. If you bring it up, and when I was looking for the minutes. It takes you to Oakwood, Ohio and not Oakwood Village. Is there not some way that we can get a like a Vlg on there or something? I mean because it is confusing to anybody who doesn't live in the area. The next thing I want to ask, because I know I'm not going to get an answer to that. At one time, when, Kroger and whatever was going in over there. I guess my question is, why is there not a light? A streetlight, not a stoplight or anything, but a streetlight at the corner of Alexander and Fair Oaks? Because if you're not... again, I lived here most of my life. But you got to sneak up on that. **Gottschalk:** By the way, how did you like Fair Oaks? **Malone:** Yes, thank you very much. I'm sorry, I should have said something earlier. **Gottschalk:** I hear what you're saying, I'll get with our engineers on that. But right now, we'd be assuming the cost. Where you here when I read the what I gave to Kroger. **Malone:** No, I wasn't. **Gottschalk:** I explain the whole thing. We are expecting some action, or we are going to take action. Premier is ready to buy the land back, this is going on... **Malone:** Is that an offer that you have to make to Kroger? Because you're telling me Premier is ready to buy it back. **Gottschalk:** Kroger has to sell; they will break the contract if they don't give us something in writing before the end of this year. That they're

committed to doing something by the end of the year. **Malone:** So, they have another, what, ten months? **Gottschalk:** Yeah, but in the meantime, I want to see some money from them, particularly in donations to our youth. At the same time maintaining the mound that is already there. That is about \$65,000, we shouldn't have to assume that. Premier will assume all those costs if they're able to buy that land back if Kroger's ready to sell it. **Malone:** Kroger has a year to decide what they're going to do? **Gottschalk:** We're going to see action within the next three months, or we'll take action. We are not going to wait around until the end of the year. What I gave them is very clear that they have to take action. If they aren't willing to do this and give us a date when they are going to start. Pay us the money we feel is due to us. We are going to do what we have to do. **Malone:** I mean, this has been dragging us for a while. I understand that Covid put a stop to some of it. But this thing with Kroger, you're going nowhere. **Gottschalk:** Again, it's interesting that the Chief Financial Officer of Kroger. This has been in the last few days, has quit. He's now going to be the CFO of their big competitor Costco. And again, shows your Kroger is all discombobulated. It's the idea of nothing but committee problems and decision making. If you haven't changed with the times, look at what we've seen with, whether it be Kmart, Sears, JCPenney, and now Macy's is in real trouble. If you are not willing to make amendments and changes to what's happening in the financial environment. You're going to be lost, and that's what's beginning to happen to Kroger. I don't have the luxury of not seeing that developed, in some way. In the next three or four months. **Warren:** I just want to tell you that this has been going on for a long time. In the middle of that going on. Kroger is now in the middle of merging with Albertson. It's continuing on because it's being challenged by others. So, they don't want to have too many like the Walmart's and everything. They have three major department stores controlling 70% of the market. So, I'm only saying that from my own perspective. I don't expect you to hear anything for the next 2 to 3 months. Because I think that this thing is going to go on for a while. We have no control except for the withdrawal the incentives that we were going to provide. That's the only thing that we have and try to encourage Premier. But, you know, if premier sold Kroger the land for \$1 million. Kroger isn't going to sell the land back to Premier for a million. You wouldn't and nobody else would. So, this is a lot of complicated things. I'm just going to be honest with you, I don't even get my hopes up. Unless we can get them to, and we have no control over it except for the withdrawal of the incentives that we have provided. And that's only if we've given them a date of when this has to be. They have failed because they were supposed to start a long time ago. **Malone:** Alright, don't forget about finding out about the light on the corner. **Haba:** The Engineer Google Earth, and there's a light over there. **Jones:** There actually is a light on the corner. I wonder if it's burned out or something, we'll look at it. **Haba:** It's just off the corner of Alexander's, about 30ft from... **Malone:** It must be burned out. **Haba:** If it's burnt out, I know we went through that area. It should be on within the next week or two. **Malone:** Ok, I live there, and I had to sneak up on it. Thank you and Happy Valentine's Day, everyone.

Sharyn Macklin, 7473 Oakhill Rd., Macklin: This question is more set to Haba. Last year, he needed somebody to help plow driveways. My husband gave up a lot of time. He even gave up Christmas and everything. He did almost over 200 driveways for him. When he got his check was \$218. I just couldn't figure out, if you use that city truck, they pay you so much an hour. If

you use your truck, they pay you so much a driver. If you need somebody to plow and they use your truck or their truck. They should get more than \$218. They had the nerve to send him, whatever it is they sent him. And sent him a tax paper. He is the type of person. If anybody knows him, he'll do anything for anybody. That's the type of person he is. But when you treat him bad, you treat me bad. Fifty-two years I have been with him. He does anything for anybody, and he's willing to work for you. But he can't work for that price, that's crazy. **Haba:** He got \$25 an hour last year. **Macklin:** No, he didn't, look at his check. **Haba:** I don't know if it was taxes or whatever. **Macklin:** No, it wasn't taxes. When he got that check, it was \$218. **Haba:** Ok, all you have to do is call me and we could go over it. **Macklin:** He even came out for you on Christmas. **Haba:** Yes I know, I appreciated it. I told him he did a great job. **Macklin:** He was out all day and all night. People were requesting him to come back because they like the way he plowed their driveway. **Haba:** He got paid by the hour. And he did use our truck, he didn't use his truck. **Macklin:** Even if you use your truck, \$218 for all those hours he was out there, is crazy. That is why he didn't contact you this year. Because if he's making that kind of money, he could stay home and watch tv. **Haba:** I don't disagree, he was supposed to get \$25 an hour. **Macklin:** He didn't get \$25, if you used your truck it was \$13 a driveway. If you use the city truck, it was it was so much an hour. **Haba:** He should have called, all you had to do was call and we would have went over it. He punched a time clock when he came in. because he is not a contractor, he was a part-time worker. We did that, so if he has an accident, it's cover under our insurance. **Macklin:** I understand that. **Haba:** So, I guess there are taxes taken out, just the law. **Macklin:** Well, if he did all of them hours. And they took off all of them taxes and he has \$218.... **Haba:** We can still revisit it; all you have to do is call and tell me. We can look up the records. **Macklin:** He picked up a lot of senior citizens that wanted him to do their driveway. He will do it and they will pay him. He charges them maybe \$15 because they are senior citizens. **Haba:** He did a good job. **Macklin:** A lot of them requested him back. But I just didn't think it was fair that he gave up all his time and all of this and that's what he ended up with. That's just crazy, what are you going to do with that. That don't even pay the light bill, really? Come on, I just had to say that. **Gottschalk:** I'm glad Tommy was here to answer that. Have your husband give Tommy a call. **Haba:** Yeah. **Macklin:** I'll have him call. **Haba:** I wish he would do it this year. We were having trouble finding people again. Last year we had it twice. We did them a few times ourselves last year. This year we've gone twice. And we did them the first time almost all ourselves. Second time we had a foot of snow. We had a couple of guys that we set up part time. \$25 an hour with our truck. If you use your truck, it's a different story. But his truck broke down last year. That's why he used our truck. **Williams:** Service Director do we need to take a look at your budget there? **Haba:** You know, it's possible, we pay way less than that over the years. We used to pay contractors; we were only paying two years ago. I forget, but it was like probably \$11 or \$12 a driveway. Which, you could make a lot of money because you're getting 70 driveways and you all in the same area. So, you can make good money. If you break down, it is a thousand dollars for a contractor, I know that. So that's why we offer to do it using our trucks as a part-time worker. That seems to be working out okay. We had guys interested but it wasn't snowing yet. A couple weekends ago, when it did snow, they didn't come out. I had two other guys who did a really good job. We helped out, we were out that Saturday night doing driveway after contractors were out. Because they got tired about three or four in the afternoon. We were

out there until 8:30ish finishing driveway. **Williams:** Maybe we should revisit it. Could be the possibility or one of the reasons you can't find a multitude of... **Haba:** I agree, but if you want to pay contractor for a driveway. The city is now \$20 per driveway. If you see our list, there are hundreds and hundreds of people on the list. So, if you have a bad winter when you happen to be out ten, eleven, twelve times. It's going to be a big chunk of money. **Nikolic:** The floor is still open for comment. **Williams:** If we have done all that residence, I would like to just announced that the Bedford City School District board President and board vice President, also resident, are both present if you all have any comments to add. If not, stop it. **Boyington:** I would just like to say that I'm glad this is my first Oakwood Village Council meeting of the year. So, I'm glad to be here to see everybody in place. I would like to say that the Board of Education did select the designs for the new buildings. We will also have a facility meeting on Friday the 16th of this week. We are fairly well off with our new buildings. So, I want to thank all of the Oakwood residents that supported the bond issue. Thank you. **Davis:** The Board of Education, they had a new wing. What is a wing? Is that going to be all the administration going to a new building, or is that just going to be one part of a building? It shows in your plans that you send to Council people. All the buildings, what their agendas are, what their dates are, and when they're going to be finished, for each age or whatever. But it also had a Board of Education wing. Because we were never informed about a wing or anything for Board of Education? **Williams:** Yes we did. **Davis:** Well, I didn't receive anything. **Williams:** She's talking about how the Board of Education building will be wherever it's going to be. **Boyington:** It will be with the middle school. **Davis:** It said Board of Education Wing? I never heard of that. **Boyington:** Yes it is going to be in one of the new buildings. Right now, it is slated for the new middle school, which will be on the Chanel property. **Davis:** All of the administration will move over to that, or is it just something else? **Boyington:** Yes, so it is slated for right now. **Davis:** They needed more offices, or is it going to be the same number of offices that you have over at the old building? Just a new building mask. **Williams:** The old building is torn down. **Boyington:** Yeah, the old building is going to be torn down. **Davis:** We didn't know that that's why I'm asking. **Boyington:** Oh, yes, the old building will be torn down. So, the administration building will be at the new facility on Chanel. Which will be the new middle school. We'll be looking at the design, hopefully on Friday. **Nikolic:** I did have a quick, this is a very specific question. In your CTE program, do you have students that are in a teaching track that would be available for tutoring? For credit for students in Oakwood? Is that something that is available that we can maybe work with you on? If there's a CTE track for students that are training to be teachers or something. That they could work with us to do a tutoring program in Oakwood or some way to do an internship program. Is that something we could discuss is do you have a track like that? **Boyington:** I could connect you with the person, which is, Dr. JaTina Threat. She is head of the CTE program. Actually, we have a board meeting this week on Thursday. You can actually contact her. I can have her contact you, and she they give you a list of the CTE programs. I really don't think we have that, but I would like for you to hear from her. So, on Thursday night, I can pass it on to her and she can get in touch with you.. **Nikolic:** Okay, what's her name. **Boyington:** Dr. JaTina Threat, feel free to come out on Thursday at 6:00pm., that is our board meeting. **Nikolic:** Any other discussion or questions for Ms. Boyington? The floor is still open, any other comments from the residents?
Floor closed

Warren: Proceeded to read legislation:

2023-55 **AN EMERGENCY ORDINANCE AUTHORIZING THE RE-APPOINTMENT OF
ROSS CIRINCIONE AND JOHN MONTELLO TO THE POSITION OF
ASSISTANT LAW DIRECTOR/PROSECUTOR WITH THE VILLAGE OF
OAKWOOD**
Introduced 12-22-23
By Mayor and
Council as a whole
1st read 12-22-23
2nd read 1-9-24
tabled 1-23-24

Nikolic: I know this was tabled due to documents that had been requested. Should we leave it tabled? Has everyone had an opportunity to review it? **Williams:** We haven't received the documents we requested. What we requested was job descriptions. **Davis:** He did send me the total amount or whatever. But with reading it, my problem is, Mr. Climer I wanted to ask him. In section two of this ordinance. Salary I understand there are splitting. However, the second paragraph says hourly compensation up to \$5,100. Is that \$5,100 per person, like to Mr. Montello and then \$5,100 to Mr. Cirincione? Or is it total between the two of them? Because at the top with the salary, it does say for each one. But it doesn't say that for the hourly compensation. So, I would like to have that question answered and clarified. If it's \$5,100 each or \$5,100 total between the two of them. **Nikolic:** It does say total billed. **Davis:** Yes, but it doesn't say if it's for each one. So, I would like to make that clear. **Nikolic:** So, we'll leave that tabled.

2024-03 **AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH CHAGRIN VALLEY ENGINEERING LTD. AND
SETTING FOR THE COMPENSATION AND FUNCTIONS OF THE VILLAGE
ENGINEER AND HIS FIRM**
Introduced 1-23-24
By Mayor and
Council as a whole
1st read 2-13-24

2024-04 **AN ORDINANCE AUTHORIZING THE SALE OF "ARGO" THE VILLAGE'S
CURRENT POLICE DOG, TO GEAUGA COUNTY FOR USE IN THE GEAUGA
COUNTY SHERIFF'S DEPARTMENT FOR THE SUM OF \$2,000 AND
DECLARING AN EMERGENCY**
Introduced 2-13-24
By Mayor and
Council as a whole
1st read 2-13-24

Motion to suspend rules on legislation 2024-04 made by Davis seconded by Warren

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

MOTION PASSED

Motion to adopt legislation 2024-04 made by Warren seconded by Davis

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

MOTION PASSED

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

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

MOTION PASSED

Entered Executive Session at 8:50p.m.

Exited Executive Session at 9:33p.m.

Nikolic: Can I get a motion to adjourn?

Motion to adjourn made by Davis seconded by Hardin

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

MOTION PASSED

Adjourned at 9:34 p.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council