

**VILLAGE OF OAKWOOD
WORK SESSION
November 4th, 2024
6:00 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-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-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-40 AN EMERGENCY ORDINANCE REAFFIRMING THE PROHIBITIONS AGAINST DISCHARGING, IGNITING OR EXPLODING FIREWORKS IN THE VILLAGE OF OAKWOOD AS SET FORTH IN CHAPTER 1519 OF THE CODIFIED ORDINANCES OF THE VILLAGE NOTWITHSTANDING THE PROVISIONS OF H.B. 172.**
- 2024-WS-43 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CEP RENEWABLES OH, LLC FOR THE REDEVELOPMENT OF CERTAIN PROPERTY IN THE VILLAGE AS A SOLAR ENERGY PROJECT WITH ATTENDANT RECREATIONAL USES**
- 2024-WS-44 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES WITH SAFEbuilt, OHIO, LLC, AND DECLARING AN EMERGENCY**
- 2024-WS-45 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRCT WITH CREtelligent AND DECLARING AN EMERGENCY**

Municipal Complex	Hardin
Disaster Recovery Plan	Hardin
Human Resources	Hardin
Five Year Plan	Hardin
Requisition Approval Process	Nikolic
Recreation Budget & Events	Nikolic

5. Matters Deemed Appropriate
6. Adjournment

**VILLAGE OF OAKWOOD
COUNCIL MEETING
November 4th, 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/ Sam O’Leary
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. Hill	Building	Daniel Marinucci
	(formerly Williams)	Engineer	Matt Jones
		Recreation	Carlean Perez

- 4. Minutes-** October 8th, 2024, Work Session Minutes (tabled 10-22-24)
 October 8th, 2024, Council Meeting Minutes (tabled 10-22-24)

5. Clerk Correspondence

6. Departmental Reports

MAYOR-GARY GOTTSCHALK	FIRE-DAVE TAPP
LAW-JAMES CLIMER/ SAM O’LEARY	BUILDING-DANIEL MARINUCCI
FINANCE-BRIAN THOMPSON	0 HOUSING INSPECTOR N/A
SERVICE-TOM HABA	POLICE-MARK GARRATT
ENGINEER-MATT JONES	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

2024-128

Introduced 10-22-24
By the Mayor and
Council as a whole
1st read 10-22-24
2nd read 11-4-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
FINANCIERE ESTEREL d/b/a TRESCAL, INC. FOR THE PROVISION OF A JOB CREATION
GRANT AND DECLARING AN EMERGENCY**

2024-129

Introduced 10-22-24
By the Mayor and
Council as a whole
1st read 10-22-24
2nd read 11-4-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
FINANCIERE ESTEREL d/b/a TRESCAL, INC., FOR THE PROVISION OF A NON-REFUNDABLE
NET PROFITS TAX CREDIT AND DECLARING AN EMERGENCY**

11. Executive Session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official

12. Adjournment

AMENDED 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.

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 SAFEbuilt 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 SAFEbuilt Ohio, LLC on August 25, 2021 in accordance with Ordinance No. 2021-52; and

WHEREAS, the Village of Oakwood and SAFEbuilt 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 SAFEbuilt 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 WHEREOF, 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.	

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

This Professional Services Agreement ("Agreement") is made and entered into 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 "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will be retained and perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, including but not limited to Oakwood C.O. Ch. 1301, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute. Interest shall not begin to accrue on disputed charges until sixty (60) days after resolution of the dispute.

5. TERM

This Agreement shall be effective on October 14, 2024. The initial term of this Agreement shall be twelve (12) months. Note: A formal review of the contract and up to date detailed billing will occur with both Consultant, the administration, if interested, and Council after 90 days, 120 days, and 150 days after

contract execution allowing for Municipality to make necessary adjustments to workflow and according to Municipality's needs based on lack of records confirming current Municipality workflow at 180 days after execution of said contract.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon sixty (60) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Municipality shall have the right to require that a specific employee of Consultant be removed from performing services for Municipality and to be present at and perform services for Municipality according to a schedule to be agreed upon by Consultant and Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the

services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

10a. REPORTS

Consultant shall provide monthly activity reports to Municipality including dates that activities are assigned, descriptions of the activities and the dates completed. In addition, Consultant's employees shall attend Municipality's Council meetings and shall confer with Municipality's officials upon request.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligent acts and/or omissions of Consultant or any officer, employee, representative, subcontractor or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultant's compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANT'S INSURANCE

REQUIRED PURSUANT TO SECTION 16, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED \$2,000,000.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 14, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate

provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100 % of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Gary Gottschalk, Mayor
Village of Oakwood, Ohio
24800 Broadway Avenue
Oakwood, OH 44146
Email: ggottschalk@oakwoodvillageoh.com

With a copy to:

James A. Climer
Law Director, Village of Oakwood
Mazanec, Raskin & Ryder Co., LPA
34305 Solon Rd., Ste 100
Cleveland, OH 44139
Email: jclimer@mrrlaw.com

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt, LLC

444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Ohio, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

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

SAFEbuilt Ohio, LLC

Village of Oakwood, Ohio

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Balance of page left intentionally blank)

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as requested
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, Mechanical Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance 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 or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review all plans, assisting the Municipal Building Official to verify compliance to the current Ohio Building Codes (OBC & RCO and their Referenced Codes and Standards)
- Be available for pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician Services

- Provide qualified individuals to perform the functions of this position
- Facilitate the permitting process from initial permit intake to final issuance of permit
- Review submittal documents and request missing information to ensure packets are complete
- Provide front counter customer service as necessary
- Answer questions concerning the building process and requirements at the counter or over the phone
- Form and maintain positive relationships with Municipal staff and maintain a professional image
- Determine permit fees, if requested
- Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- Provide inspection scheduling and tracking to ensure code compliance
- Act as an office resource to inspectors in the field
- Process applications for Municipal Boards and Commissions – if requested
- Provide input, tracking and reporting to help increase efficiencies

Code Enforcement Services

- Customize our approach at the direction of Municipal Council/Board and staff
- Customize services in compliance with applicable Municipal code and ordinance requirements
- Proactively work with Municipality and its citizens to maintain a safe and desirable community
- Respond to and investigate code violations as requested in writing by Municipality
- Post violation notices and provide initial citizen notifications and follow-up inspections
- Address specific code enforcement issues at the direction of Municipality
- Assist in the preparation of cases for court appearances and attend meetings as requested
- Participate in educational activities and customer service surveys related to code enforcement
- Provide professional recommendations for code revisions – as needed
- Make presentations to Municipal boards as requested
- Provide agreed upon reports to demonstrate our performance against set measurements

2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- Provide Community Core in accordance with the terms and conditions of Exhibit C.

3. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- Municipality will adopt a fee schedule for building department services agreed upon by both Parties

4. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Building Official or designated representative will be available at the Municipal offices as mutually agreed upon
- Permit Technician will be on-site five (5) days a week; Monday – Friday for eight (8) hours a day
- Inspectors will be dispatched on an as-requested basis
- Inspectors will be dispatched daily or as-requested
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by phone and email
- Consultant representative(s) will meet with the public by appointment
- Additional Inspectors will be dispatched on an as-needed basis

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	– Single-family within	10 business days	10 business days or less
	– Multi-family within	10 business days	10 business days or less
	– Small commercial within (under \$2M in valuation)	10 business days	10 business days or less
	– Large commercial within	20 business days	10 business days or less

EXPEDITED PLAN REVIEW TURNAROUND TIMES	Provide quicker turnaround timeframes on a case-by-case basis. Additional fees may apply.		

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Upon completion of the initial term and annually thereafter, the hourly and flat 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:	STANDARD HOURLY RATE*
Inspection Services	\$90.00 per hour – one (1) hour minimum per inspection
Plan Review Services	\$110.00 per hour – one (1) hour minimum per review
Code Enforcement Services	\$85.00 per hour – one (1) hour minimum
Building Official Services	\$110.00 per hour – one (1) hour minimum
Permit Processing Service	\$57.00 per hour – one (1) hour minimum
Hourly inspection time tracked will start when Consultant checks in at 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.	
*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.	
Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.	
Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.	

EXHIBIT C – FEE SCHEDULE FOR COMMERCIAL

ADDRESS OF PROJECT: _____

<u>COMMERCIAL BUILDING PERMITS</u>	<u>BASE FEE</u>	<u>VALUATION FEE</u>	
NEW CONSTRUCTION	450.00		
		_____ X .02 =	
ADDITIONS	250.00		
		_____ X .02 =	
ALTERATIONS	175.00		
		_____ X .02 =	
DEMOLITION BUILDING	250.00		
INTERIOR DEMOLITION	100.00		
OCCUPANCY & USE	150.00		
EACH EXTERIOR STORM WATER BASIN	50.00 X _____ =		
			SUB-TOTAL
			3% BBS FEE
		TOTAL	

<u>COMMERCIAL ELECTRICAL PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION	250.00		
		_____ X .10 =	
ADDITIONS	175.00		
		_____ X .10 =	
ALTERATIONS	125.00		
		_____ X .10 =	
EACH TRANSFORMERS, HEATERS	50.00 X _____ =		
COMMUNICATION SYSTEM	75.00		
TEMPORARY SERVICE	100.00		
NEW or REPLACEMENT SERVICE	100.00		
ELECTRIC PANELS, SUB-PANELS	75.00 X _____ =		
SECURITY SYSTEM	100.00		
COMMUNICATION TOWER	400.00		
Solar System	250.00		
			SUB-TOTAL
			3% BBS FEE
		TOTAL	

<u>COMMERCIAL PLUMBING PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION	250.00		
		_____ X .10 =	
ADDITIONS	175.00		
		_____ X .10 =	
ALTERATIONS	125.00		
		_____ X .10 =	
EACH FIXTURE	25.00 X _____ =		
EACH HOT WATER HEATER	50.00 X _____ =		
WATER SERVICE, SANITARY AND STORM CONNECTIONS,			
LATERALS (INCLUDES REPAIRS)	125.00 X _____ =		
GAS LINE	75.00		
			SUB-TOTAL
			3% BBS FEE
		TOTAL	

<u>COMMERCIAL HVAC PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION	250.00		

ADDITIONS	175.00	_____ X .10 =	_____
ALTERATIONS	125.00	_____ X .10 =	_____
EACH HEATING UNIT OR AC UNIT	125.00 X	_____ X .10 =	_____
EACH CONVERSION OR REPLACEMENT	125.00 X	_____ =	_____
SOLAR OR GEOTHERMAL	250.00	_____ =	_____
		SUB-TOTAL	_____
		3% BBS FEE	_____
		TOTAL	_____

COMMERCIAL DEPOSITS AND FEES

DEMOLITION OF COMMERCIAL BUILDING DEPOSIT	1000.00	_____
ENGINEERING DEPOSIT (NEW STRUCTURE)	2000.00	_____
SITE WORK ONLY	1000.00	_____
PARK FEE	500.00	_____
RIGHT OF WAY	2000.00	_____
OTHER OPENINGS (ADJACENT TO STREET/SIDEWALK)	500.00	_____
SIDEWALK EXCAVATION	225.00	_____
SEWER SERVICE LINE DEPOSIT	500.00	_____
	TOTAL	_____

COMMERCIAL PLAN REVIEW FEES

	BASE FEE	SQUARE FOOT FEE	
STRUCTURAL	200.00		_____
		_____ X .08 =	_____
MECHANICAL	200.00		_____
		_____ X .05 =	_____
ELECTRICAL	200.00		_____
		_____ X .05 =	_____
PLUMBING	200.00		_____
		_____ X .05 =	_____
FIRE SUPPRESSION SYSTEM	200.00		_____
		_____ X .05 =	_____
FIRE ALARM	200.00		_____
		_____ X .05 =	_____
INDUSTRIAL UNIT	200.00		_____
		_____ X .02 =	_____
RE-REVIEW/SPECIAL	105.00 X	_____ HR(S) =	_____
		SUB-TOTAL	_____
		3% BBS FEE	_____
		TOTAL	_____

COMMERCIAL MISC. FEES & PERMITS

	BASE FEE	SQUARE FOOT FEE	
GRADING	125.00		_____
PARKING LOTS, PER 5000 SQ. FT. OR			_____
PORTION THEREOF	125.00 X	_____ =	_____
DRIVEWAY/APRON	100.00 X	_____ =	_____
SIDEWALKS/PATIOS	50.00 X	_____ =	_____

SWIMMING POOL	350.00 X _____ =	_____
HOT TUB	150.00 X _____ =	_____
WATER FEATURE	100.00 X _____ =	_____
FENCE	100.00	_____
ELEVATORS	250.00	_____
....EACH FLOOR SERVED	30.00 X _____ =	_____
FIRE ALARM SYSTEM	150.00	_____
....EACH DEVICE	2.00 X _____ =	_____
FIRE SUPPRESSION	150.00	_____
....EACH HEAD	2.00 X _____ =	_____
HOOD & HOOD SUPPRESSION	175.00	_____
EACH FIREPLACE	75.00 X _____ =	_____
SIGN <24 SQ. FT.	75.00	_____
SIGN BETWEEN 24 & 48 SQ. FT.	100.00	_____
SIGNS >48 SQ. FT.	150.00	_____
FIRE INSPECTION	150.00	_____
SPECIAL EVENTS	150.00	_____
RE-INSPECTION FEES	100.00	_____
WORK STARTED WITHOUT PERMITS (DOUBLE PERMIT FEE)		_____
Temporary Structures	125.00	_____
Tents	75.00	_____
MISC. FEE TBD BY CBO FOR SPECIAL CIRCUMSTANCE		_____
	SUB-TOTAL	_____
	3% BBS FEE	_____
	TOTAL	_____

EXHIBIT D – FEE SCHEDULE FOR NORTHEAST OHIO

Northeast Ohio Sample Fee Schedule (Average Fees)

<u>RESIDENTIAL BUILDING PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION	250.00		_____
		_____ X .10 =	_____
FOUNDATION ONLY	200.00		_____
DEMOLITION HOUSE	200.00		_____
INTERIOR DEMOLITION	75.00		_____
DEMOLITION ACCESSORY STRUCTURE	100.00		_____
ALTERATIONS & ADDITIONS	200.00		_____
		_____ X .10 =	_____
OCCUPANCY & USE NEW DWELLING	150.00		_____
OCCUPANCY FOR ADDITION >750 SQ. FT.	75.00		_____
WATER SERVICE, SANITARY & STORM	100.00 X _____ =		_____
CONNECTIONS, LATERALS (Includes repairs)			_____
EACH EXTERIOR STORM WATER BASIN	50.00 X _____ =		_____
		1% BBS FEE	_____
		TOTAL	_____
<u>RESIDENTIAL ELECTRICAL PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION	150.00		_____
		_____ X .07 =	_____
ALTERATIONS & ADDITIONS	100.00		_____
		_____ X .07 =	_____
TEMPORARY SERVICE	75.00		_____
NEW or REPLACEMENT SERVICE	100.00		_____
ELECTRIC PANELS, SUB-PANELS	75.00 X _____ =		_____
GENERATOR	200.00		_____
Solar System	150.00		_____
		1% BBS FEE	_____
		TOTAL	_____
<u>RESIDENTIAL PLUMBING PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION & ADDITIONS	150.00		_____
		_____ X .05 =	_____
REMODELING & ALTERATIONS	100.00		_____
		_____ X .05 =	_____
EACH FIXTURE	25.00 X _____ =		_____
EACH HOT WATER HEATER	75.00 X _____ =		_____
WATER SERVICE, SANITARY & STORM			_____
CONNECTIONS, LATERALS (Includes repairs)	100.00 X _____ =		_____
GAS LINE	50.00		_____
		1% BBS FEE	_____
		TOTAL	_____
<u>RESIDENTIAL HVAC PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	

NEW CONSTRUCTION	150.00		
		X .05 =	
ALTERATIONS & ADDITIONS	100.00		
		X .05 =	
EACH HEATING UNIT OR AC UNIT	100.00	X	
SOLAR OR GEOTHERMAL	150.00	=	

TOTAL

1% BBS FEE

RESIDENTIAL DEPOSITS & SERVICE FEES

DEMOLITION OF DWELLING DEPOSITS	500.00	
ENGINEERING DEPOSIT	800.00	
PARK FEE	500.00	
RIGHT OF WAY DEPOSIT	2000.00	
OTHER OPENINGS (ADJACENT TO STREET/SIDEWALKS)	250.00	
SIDEWALK EXCAVATION	225.00	

TOTAL

NEW DWELLING RESIDENTIAL PLAN REVIEW FEES

STRUCTURAL	100.00	
ELECTRICAL	50.00	
HVAC	50.00	
PLUMBING	50.00	
FIRE SUPPRESSION	50.00	

1% BBS FEE

TOTAL

ADDITIONS, ALTERATIONS, DECKS, GARAGES, ACCESSORY STRUCTURES PLAN REVIEW FEES

STRUCTURAL	50.00	
ELECTRICAL	35.00	
HVAC	35.00	
PLUMBING	35.00	
FIRE SUPPRESSION	35.00	

1% BBS FEE

TOTAL

RESIDENTIAL MISC. FEES & PERMITS

	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
ROOFING OR SIDING	100.00		
WINDOW OR DOOR REPLACEMENT	50.00		
GARAGES OR ACCESSORY BLDG.	150.00		
	X	.09 =	
GARAGE FLOOR	35.00		
SWIMMING POOL, HOT TUB, FOUNTAIN	100.00		

DRIVEWAY	75.00	
APRON	50.00	
SIDEWALK/PATIO	35.00 X	=
GRADING	60.00	
EACH FIREPLACE	50.00 X	=
SECURITY SYSTEM	60.00	
FENCE	50.00	
RETAINING WALL	75.00	
ELEVATOR	150.00	
....EACH FLOOR SERVED	30.00 X	=
WATERPROOFING	125.00	

LAWN SPRINKLER	50.00
REINSPECTION FEE (WHEN APPLICABLE)	75.00
WORK STARTED WITHOUT PERMITS (DOUBLE PERMIT FEE)	
Temporary Structures	125.00
Tents	75.00
MISC. FEE TBD BY CBO FOR SPECIAL CIRCUMSTANCE	

SUB-TOTAL

1% BBS FEE

TOTAL

ORDINANCE NO. 2024-WS-40

INTRODUCED BY COUNCILWOMAN HARDIN

AN EMERGENCY ORDINANCE REAFFIRMING THE PROHIBITIONS AGAINST DISCHARGING, IGNITING OR EXPLODING FIREWORKS IN THE VILLAGE OF OAKWOOD AS SET FORTH IN CHAPTER 1519 OF THE CODIFIED ORDINANCES OF THE VILLAGE NOTWITHSTANDING THE PROVISIONS OF H.B. 172.

WHEREAS, the Governor, on November 8, 2021, signed House Bill 172, amending Ohio Revised Code 3743.45, effective July 1, 2022, allowing any person authorized to possess consumer grade fireworks to discharge, ignite or explode fireworks on their property or, if permitted, on another person's property on certain designated days of the year; and

WHEREAS, H.B. 172 also provides that, pursuant to home rule authority, a municipality may choose to restrict the days and times that a person may discharge, ignite or explode consumer grade fireworks or may impose a complete ban on the use of consumer grade fireworks, and

WHEREAS, the Oakwood Police Department strongly recommends that the Council of the Village of Oakwood opt out of H.B. 172 and reaffirm the existing ban on discharging, igniting or exploding fireworks set forth in Chapter 1519 of the Codified Ordinances; and

WHEREAS, this Council finds that the discharge of fireworks poses a significant danger to the public and may cause serious injuries as well as significant property damage, especially in densely populated residential and business areas; and

WHEREAS, this Council finds that continuing the prohibitions against discharging, igniting or exploding fireworks presently set forth in Chapter 1519 of the Codified Ordinances will best protect the public's right to the quiet enjoyment of their respective premises.

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

SECTION 1. That the Council of the Village of Oakwood expressly opts out of the provisions set forth in H.B. 172, and reaffirms the prohibitions against discharging, igniting or exploding fireworks as set forth in Chapter 1519 of the Codified Ordinances of the Village of Oakwood.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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 provisions of H.B. 172 are scheduled to take effect on July 1, 2022 and it is necessary for this legislation to be effective in advance of that date so as to preserve the protections afforded the citizens of Oakwood by C.O. Ch. 1519, 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 Nikolic, Council President

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: _____

ORDINANCE NO. 2024-WS-43

INTRODUCED BY MAYOR

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CEP RENEWABLES OH, LLC FOR THE REDEVELOPMENT OF CERTAIN PROPERTY IN THE VILLAGE AS A SOLAR ENERGY PROJECT WITH ATTENDANT RECREATIONAL USES

WHEREAS, the Village of Oakwood and CEP Renewables OH, LLC (“CEP”) deem it advantageous to each of them to enter into a Development Agreement for the redevelopment of certain property generally known as the former Silver Oak Landfill and more fully described as Permanent Parcel Nos. 795-41-005, 795-42-001 and 795-43-001 for purposes of a solar energy project with attendant recreational uses; and,

WHEREAS, Oakwood and CEP 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 1.

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 Development Agreement with CEP substantially in the form attached hereto and expressly made a part hereof by reference and marked Exhibit 1.

SECTION 2. This Ordinance shall take effect 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: _____

Exhibit 1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is executed as of this ____ day of _____, 2024 ("Effective Date") by and between the Village of Oakwood, an Ohio municipal corporation and political subdivision ("Village"), and CEP Renewables OH, LLC, a New Jersey limited liability company with an address of 331 Newman Springs Road, Building 1, 4th Floor, Red Bank, NJ 07701, or any of its assignees ("CEP"). Village and CEP are referred to individually each as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, CEP has executed an agreement to acquire the property known as approximately 46.54 acres of vacant land in Oakwood Village, Ohio, whose Cuyahoga County tax parcel numbers are 795-41-005, 795-42-001 and 795-43-001 (hereinafter the "Property"), from the Cuyahoga Land Bank ("Land Bank") pursuant to a Purchase and Sale Agreement with an effective date of _____, 2024 ("Purchase Contract"); and

WHEREAS, as a condition of the sale of the Property, the Land Bank may seek evidence that the local community in which the Property is situated has reviewed and approves of the development plan that CEP put forth as part of the Agreement; and

WHEREAS, one or more environmental covenants, including but not limited to the environmental covenant recorded as AFN 201507220442 in the Cuyahoga County Records ("Environmental Covenants"), place restrictions on the use of the Property for commercial or industrial purposes; and

WHEREAS, as evidence that the community has reviewed and approves CEP's development plan for an approximately 7 MW-dc, 5.5 MW-ac solar power generation facility at the Property, including, without limitation, the right to construct a ballasted solar photovoltaic system, together with all appurtenant facilities, including but not limited to cables, conduits, transformers, concrete pads, poles, wiring, meters and electric lines and equipment, and to convert the solar energy into electrical energy and to collect, store, sell and transmit the electrical energy so converted, together with any and all necessary and permitted activities related thereto (collectively, the "Solar Energy Project"), and as evidence that the community approves of the use of the Property for Solar Energy Project purposes, CEP and Village have executed this Development Agreement wherein CEP shall set forth and represent to Village the development representations which CEP made to the Land Bank.

NOW THEREFORE, in consideration of the Purchase Contract, and other good and valuable consideration received by CEP, CEP hereby agrees as follows:

1. No Preemption. Unless otherwise provided for specifically herein, this Agreement shall not be deemed to waive, preempt or make unnecessary any applicable municipal or governmental process, including but not limited to zoning, variances, brownfield and economic incentives, assessments or fees and that the CEP and/or any Property user will be required to submit and partic-

ipate in any appropriate process as provided in Village's ordinances, rules and/or regulations. Notwithstanding the foregoing, Village agrees to use its best efforts, subject to Council approval and limitations on the use of public funds to support ballot measures as well as other legal restrictions, to support and advocate for any necessary land use, zoning and regulatory approvals as are necessary for CEP to construct and operate the Solar Energy Project on the Property.

2. Zoning and Land Use. The development activities at the Property shall be conducted in accordance with the applicable portions of Village's zoning ordinances, as may necessarily be amended or varied from in order for CEP to construct and operate the Solar Energy Project. Village agrees, subject to Council approval and limitations on the use of public funds to support ballot measures as well as other legal restrictions, to assist CEP in the amendment of any zoning ordinances, or CEP's pursuit of variances therefrom, necessary for CEP to construct and operate the Solar Energy Project. Village agrees to assist CEP in the amendment of Environmental Covenants necessary for CEP to construct and operate the Solar Energy Project.

3. Intended Use. CEP intends to use commercially reasonable efforts to design, install, maintain and operate the Solar Energy Project. CEP also agrees to coordinate with the Cleveland Metropolitan Park District and Village to plant flora and construct and maintain a trail, with educational kiosks, connecting the parking lot off Solon Road with the Solon Club Apartments and extending to connect to the trail off Hawthorne Parkway consistent with the conceptual renderings and descriptions attached hereto and incorporated herein as Exhibit "A". The actual location and design of the trail will be finalized prior to closing.

4. Capital Expenditure. CEP has budgeted approximately \$12 million to \$14 million for capital improvements to design, procure, and construct the Solar Energy Project.

5. Jobs. The project expects to result in part time employment of a maximum of 80 temporary construction jobs. Additionally, the long term operations and maintenance of the facility will result in annual contracting of approximately three part-time individuals for regularly scheduled activities.

6. Term. Except to all matters that relate to zoning approvals, which terms shall remain in effect for applicable periods required by law, this Agreement shall terminate and be of no further force or effect five (5) years from the Effective Date if, despite the best efforts of the parties, necessary approvals and permits for the Solar Energy Project described hereinabove are not granted. Once all approvals have been secured for the Solar Energy Project, including but not limited to interconnection approval, CEP anticipates a construction period of approximately six to 12 months.

7. Effect of Invalidity. If any declaration is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

8. Stipulation of Consideration. The parties to this Agreement hereby acknowledge and stipulate to the mutual promises contained herein as good and sufficient consideration for this Agreement.

9. Force Majeure. CEP shall not be liable for loss, damage, destruction or delay, nor be deemed to be in default for failure to comply with this Agreement when prevented from compliance or fulfillment of any obligation by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government regulations, insurrection or riot, embargo, delay or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of performance will be extended by a period equal to the delay plus a reasonable time to resume performance.

10. Assignment by CEP. CEP may freely assign this Agreement to an affiliate or subsidiary of CEP of equal or greater financial, technical and other ability as CEP to carry out the terms of this Agreement.

11. As capacity is free and available for new subscribers, CEP agrees to provide or arrange for electricity discounts of 10% to 15% to CEP subscribers who are residents and/or commercial customers located in the Village as permitted by state and local laws and regulations at the time the Solar Energy Project becomes operational and/or as permitted by subsequent amendments to said laws and regulations.

12. Miscellaneous. This Agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Agreement and shall be considered a single document. For purposes of this Agreement, a pdf or electronic copy shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and/or have caused their corporate seal to be affixed hereto the day and year first above written.

VILLAGE:

VILLAGE OF OAKWOOD, AN OHIO
MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION

By: _____

Its: _____

Date: _____

Approved as to legal form:

Law Director/Assistant Law Director

CEP:

CEP RENEWABLES OH, LLC, A NEW
JERSEY LIMITED LIABILITY COM-
PANY



By: Gary R. Cicero
Managing Member

Date: September 4, 2024

• **ANDREW L. SPARKS AND ASSOCIATES, INC.** •

• *Landscape Architecture* •

30303 Euclid Ave., Wickliffe, OH 44092

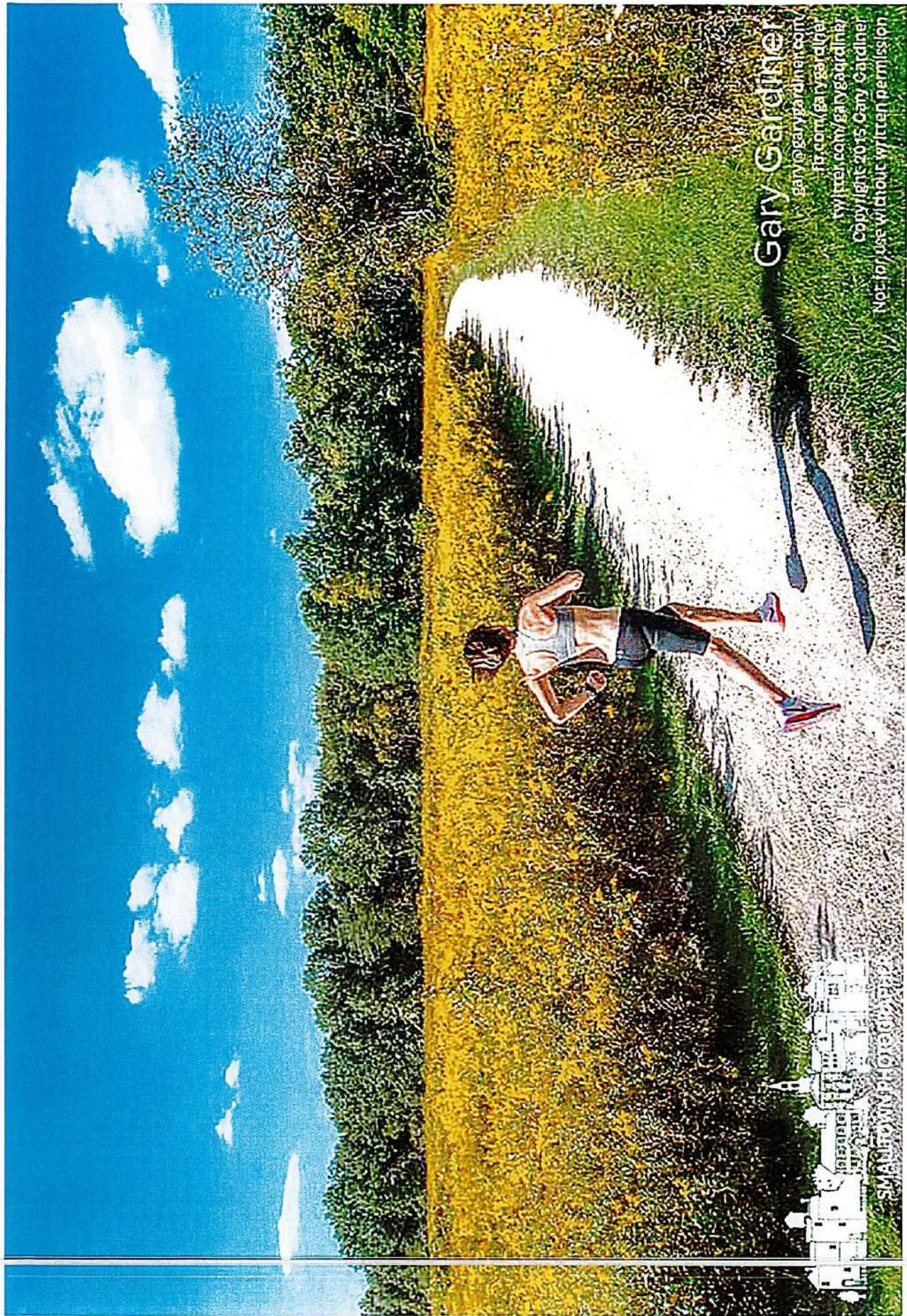
CELL 216-469-5252 PHONE 440-833-0163 FAX 440-943-9593

Landscaped Recreation Trail for site of Seneca Engineering 26 Acre Solar Energy Project



This "park-like" trail will have a groundcover canvas of varying shades, textures, and heights of green and blueish native grasses. This will be the background for an array of durable and ornamental native prairie and meadow re-seeding annuals and perennials, shrubs, small trees and evergreens planted along the trail. As the path winds along the watershed on the north, then over and down the mounding hills, and along the wooded area adjacent to Richmond Rd., vibrant and pastel annual and perennial flower colors and shapes will appear seasonally in large drifts and intense colonies with whisps of small flowering and berrying trees and shrubs in groupings, and be punctuated by a few larger evergreens and trees (far enough east and north to not interfere with the sun angle) to accomplish an invigorating and educational display for the hiker, runner, wanderer, and sight-seer. Beginning and ending at Solon Road and Richmond Road it will be a fine diversion from the views of the solar panels beyond, and an eye-catcher for even those traveling the roadways. There will be environmental benefits far beyond that present on the site now, for those residents and employees who make the effort; and for the birds and insects and our four-footed friends. Naturally provision will be made for their breakfast, lunch, and dinner as well, which should be tolerated. Perhaps a bridge at one spot for crossing at a Solon Club trail tributary. And rock outcroppings made from material raised on site. Exact points of beginning and ending have not been determined yet, but could result in a 2,500 foot to 3,000 foot trail.

Exhibit "A"



Gary Gardiner

gary@garygardiner.com

<http://www.garygardiner.com>

twitter.com/garygardiner

Copyright 2015 Gary Gardiner

Not for use without written permission

SMALLTOWN PHOTOGRAPHY

ORDINANCE NO. 2024-WS-44

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT FOR PROFESSIONAL SERVICES WITH SAFEbuilt, OHIO, LLC,
AND DECLARING AN EMERGENCY**

WHEREAS, the Village Oakwood and SAFEbuilt, Ohio, LLC ("SAFEbuilt") deem it advantageous to each of them to enter into a contract for Professional Services; and,

WHEREAS, Oakwood and SAFEbuilt 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 contract for Professional Services with SAFEbuilt, a copy of which is attached hereto and expressly made a part hereof by reference and marked Exhibit A.

SECTION 2. Council authorizes the expenditure of sums to be billed by Safebuilt and approved by the Administration and Council to effectuate the provisions contained in said Agreement and the Director of Finance be and is hereby authorized and directed to issue payment accordingly.

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 professional services are needed at the earliest possible time to provide for the safety of 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: _____

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: _____

EXHIBIT A

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

This Professional Services Agreement ("Agreement") is made and entered into 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 "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will be retained and perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, including but not limited to Oakwood C.O. Ch. 1301, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute. Interest shall not begin to accrue on disputed charges until sixty (60) days after resolution of the dispute.

5. TERM

This Agreement shall be effective on November 15, 2024. The initial term of this Agreement shall be twelve (12) months. Note: A formal review of the contract and up to date detailed billing will occur with both Consultant, the administration, if interested, and Council after 90 days, 120 days, and 150 days after

contract execution allowing for Municipality to make necessary adjustments to workflow and according to Municipality's needs based on lack of records confirming current Municipality workflow at 180 days after execution of said contract.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon sixty (60) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Municipality shall have the right to require that a specific employee of Consultant be removed from performing services for Municipality and to be present at and perform services for Municipality according to a schedule to be agreed upon by Consultant and Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the

services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

10a. REPORTS

Consultant shall provide monthly activity reports to Municipality including dates that activities are assigned, descriptions of the activities and the dates completed. In addition, Consultant's employees shall attend Municipality's Council meetings and shall confer with Municipality's officials upon request.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligent acts and/or omissions of Consultant or any officer, employee, representative, subcontractor or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultant's compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE

REQUIRED PURSUANT TO SECTION 16, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED \$2,000,000.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 13, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate

provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100 % of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Gary Gottschalk, Mayor
Village of Oakwood, Ohio
24800 Broadway Avenue
Oakwood, OH 44146
Email: ggottschalk@oakwoodvillageoh.com

With a copy to:

James A. Climer
Law Director, Village of Oakwood
Mazanec, Raskin & Ryder Co., LPA
34305 Solon Rd., Ste 100
Cleveland, OH 44139
Email: jclimer@mrrlaw.com

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Ohio, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

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

SAFEbuilt Ohio, LLC

Village of Oakwood, Ohio

By: Gary Amato

By: _____

Name: Gary Amato

Name: _____

Title: Chief Administrative Officer

Title: _____

Date: October 14, 2024

Date: _____

(Balance of page left intentionally blank)

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as requested
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, Mechanical Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance 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 or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review all plans, assisting the Municipal Building Official to verify compliance to the current Ohio Building Codes (OBC & RCO and their Referenced Codes and Standards)
- Be available for pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician Services

- Provide qualified individuals to perform the functions of this position
- Facilitate the permitting process from initial permit intake to final issuance of permit
- Review submittal documents and request missing information to ensure packets are complete
- Provide front counter customer service as necessary
- Answer questions concerning the building process and requirements at the counter or over the phone
- Form and maintain positive relationships with Municipal staff and maintain a professional image
- Determine permit fees, if requested
- Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- Provide inspection scheduling and tracking to ensure code compliance
- Act as an office resource to inspectors in the field
- Process applications for Municipal Boards and Commissions – if requested
- Provide input, tracking and reporting to help increase efficiencies

Code Enforcement Services

- Customize our approach at the direction of Municipal Council/Board and staff
- Customize services in compliance with applicable Municipal code and ordinance requirements
- Proactively work with Municipality and its citizens to maintain a safe and desirable community
- Respond to and investigate code violations as requested in writing by Municipality
- Post violation notices and provide initial citizen notifications and follow-up inspections
- Address specific code enforcement issues at the direction of Municipality
- Assist in the preparation of cases for court appearances and attend meetings as requested
- Participate in educational activities and customer service surveys related to code enforcement
- Provide professional recommendations for code revisions – as needed
- Make presentations to Municipal boards as requested
- Provide agreed upon reports to demonstrate our performance against set measurements

2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- Provide Community Core in accordance with the terms and conditions of Exhibit C.

3. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- Municipality will adopt a fee schedule for building department services agreed upon by both Parties

4. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours (8:00am-5:00pm) excluding Municipal holidays
- Services will be performed on an as-requested basis
- Building Official or designated representative will be available at the Municipal offices as mutually agreed upon
- Permit Technician will be on-site five (5) days a week; Monday – Friday for eight (8) hours a day
- Inspectors will be dispatched on an as-requested basis
- Inspectors will be dispatched daily or as-requested
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by phone and email
- Consultant representative(s) will meet with the public by appointment
- Additional Inspectors will be dispatched on an as-needed basis

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	- Single-family within	10 business days	10 business days or less
	- Multi-family within	10 business days	10 business days or less
	- Small commercial within (under \$2M in valuation)	10 business days	10 business days or less

	— Large commercial within	20 business days	10 business days or less
EXPEDITED PLAN REVIEW TURNAROUND TIMES	Provide quicker turnaround timeframes on a case-by-case basis. Additional fees may apply.		

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Upon completion of the initial term and annually thereafter, the hourly and flat 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:	STANDARD HOURLY RATE*
Inspection Services	\$90.00 per hour – one (1) hour minimum per inspection
Plan Review Services	\$110.00 per hour – one (1) hour minimum per review
Code Enforcement Services	\$85.00 per hour – one (1) hour minimum
Building Official Services - To include reports to council every 30 days	\$110.00 per hour – one (1) hour minimum
Permit Processing Service	\$57.00 per hour – one (1) hour minimum
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site, utilizing a timeclock to log in and out for work hours along with a daily work log. 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.	
*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.	
Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.	
Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.	

EXHIBIT C-TERMS & CONDITIONS

Meritage Systems CommunityCore: Description of Services

Village of Oakwood, Ohio

This order form is subject to the [terms of service](#) and [privacy policy](#).

Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
CommunityCore Including InspectorConnect iOS mobile app for building and code inspections	<input checked="" type="checkbox"/>	\$0.00	\$0.00	3
Legacy Data Import: Permitting Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV	<input type="checkbox"/>	\$	\$	
GIS Integration: Permitting	<input type="checkbox"/>	\$	\$	
Contractor & Business Licensing	<input checked="" type="checkbox"/>	\$	Included	
CommunityConnect Online Permitting Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans	<input checked="" type="checkbox"/>	\$0.00 Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing	\$0.00	3
Online Payments Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider	<input checked="" type="checkbox"/>	\$	NA	
System Training	<input checked="" type="checkbox"/>		NA	
Total:		\$0.00	\$0.00	3

CommunityCore Permit Management Features:

PAYMENT SHALL BE PURSUANT TO SECTION 5

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspectorConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use ("Agreement") constitute a contract between Meritage Systems, Inc., with offices at 444 N. Cleveland Ave., Suite 444, Loveland, CO 80537 ("Meritage"), and you ("Customer"). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), our Privacy Policy and our Copyright Policy. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

1. Definitions. For purposes of this Agreement the following terms have the following meanings:

- a. "Account" means an account allowing access to the Services created in Customer's name.
- b. "Fees" means the fees for the Services.
- c. "Confidential Information" means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
- d. "Customer Information" means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third-party information collected by Customer or any User and entered into the Services.
- e. "Documentation" means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
- f. "Go-Live Date" means the date on which the Services, hosted on a Production Server, become active.
- g. "Intellectual Property Rights" means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- h. "Order Form" means the form executed by the parties that describes the Services and any setup fees associated with the Services.
- i. "On-boarding" means the Set-Up and the Training, as specified in the Order Form.
- j. "Production Server" means the server on which the Services will be hosted.
- k. "Start of Service Date" is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- l. "Services" means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at www.app.communitycore.com and such other sites as may be designated by Meritage (each, the "Site" or collectively, the "Sites").
- m. "Set-Up" means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.
- n. "Set-Up Fees" means the fees for Set-Up specified in the Order Form.
- o. "Subscription Fees" means the annual subscription fee specified in the Order Form.
- p. "Technology" means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- q. "Training" means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.
- r. "User ID" means each unique User identification name and password used for access to and use of the Services through the Account.
- s. "User" means anyone accessing the Services through Customer's Account.

2. Customer's Access To And Use Of The Services.

- a. Customer's Right to Access the Services. Subject to the terms of this Agreement Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form during the term of this Agreement, solely for Customer's own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting provider from time to time and without notice to Customer.

- b. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.
- c. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added. Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of [Meritage's Copyright Policy](#), which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.
- d. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at www.app.communitycore.com. The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.
- e. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period; (iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

- f. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.
- g. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

3. Set-Up.

- a. **Set-Up Services.** Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. Customer Responsibilities and Certain Restrictions on Set-Up. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. Acceptance. The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

4. Training.

- a. **Training Services.** Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.
- b. **Delivery.** All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.
- c. **Customer Responsibilities and Certain Restrictions.** Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.
- d. **Verification of Set-Up.** Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

5. Fees And Payment.

- a. **Fees.** On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and will

not reduce the amount paid to Meritage on account thereof. In the event that Customer elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

- b. **Payment.** All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

6. Confidentiality.

- a. **Obligations.** Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- b. **Termination of Obligations.** The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.
- c. **Return of Confidential Information.** The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing

that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

- d. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.
- e. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

7. Ownership.

- a. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.
- b. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

8. Data.

- a. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); (ii) sales and marketing of existing and future Meritage services; (iii) monitoring Service performance and making improvements to the Services and Sites.
- b. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

9. Term and Termination.

- a. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment

within five (5) business days after receipt of notice that the payment is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, and software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

10. Warranties and Disclaimers.

- a. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;.
- b. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS" AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR: (A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM CUSTOMER'S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.
- c. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage's obligations hereunder and any Order Form.

11. Certain Liabilities, Limitation of Liability.

- a. Customer will, at Customer's own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on, any claims, allegations or lawsuits that may be made or filed against Meritage by any person to the extent arising from or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) alleging that use by

Meritage in accordance with this Agreement of Customer Information, Customer Data or Customer Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

- b. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. General Provisions.

- a. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- b. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.
- c. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Colorado or in state court in Larimer County, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.
- e. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
- f. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.
- g. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- h. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage.
- i. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.
- j. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

ORDINANCE NO. 2024-WS-45

INTRODUCED BY 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 ($\frac{2}{3}$) 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 in accordance with the Oakwood Village Charter.

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.

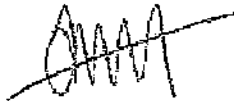
SCHEDULE

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.

RESOLUTION NO. 2024-128

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FINANCIERE ESTEREL d/b/a TRESICAL, INC. FOR THE PROVISION OF A JOB CREATION GRANT AND DECLARING AN EMERGENCY

WHEREAS, Trescal, Inc., a Michigan corporation and a wholly owned subsidiary of Financiere Esterel, a French company (hereinafter Trescal), has approached the Village of Oakwood to explore locating its operations within the Village of Oakwood; and

WHEREAS, Trescal has solicited a Job Creation Tax Credit from the Village of Oakwood; and

WHEREAS, The King Group through various of its companies, and including Access Point Properties II, LTD., an Ohio limited liability company, (hereinafter *King Group*) has developed facilities that have caused interest by Trescal in locating its US headquarters in Oakwood; and

WHEREAS, R.C. Sec 718.15 permits municipalities to grant job creation tax credits; and

WHEREAS, the Council of Village of Oakwood has investigated this matter and has recommended the approval of this grant:

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

SECTION 1. The Mayor be and is hereby authorized to enter into a Job Creation Grant Agreement in the form substantially similar to the one attached hereto, expressly made a part hereof by reference, and marked Exhibit "A".

SECTION 2. The Finance Director be and is hereby authorized to expend such funds of the Village pursuant to and in accordance with the terms and conditions contained in the attached Agreement.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the creation of job opportunities and other economic benefits for residents of the Village and surrounding areas for which time is of the essence, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica 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 Resolution No. 2024-128 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 Resolution No. 2024-128 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: _____

EXHIBIT A

JOB CREATION TAX CREDIT AGREEMENT

This agreement made and entered into as of the last date of signature set forth hereinbelow, by and between the Village of Oakwood, Ohio, an Ohio municipal corporation, with its main offices located at 24800 Broadway Avenue, Oakwood Village, Ohio 44146 (hereinafter referred to as "Village" or "Oakwood") and Trescal, Inc., a Michigan corporation with its main offices located at 8 rue del'Estrel, F-94150, RUNGIS, FR (hereinafter referred to as "Company").

WITNESSETH:

WHEREAS, Oakwood has encouraged the creation and retention of job opportunities throughout the Village; and

WHEREAS, the Company is desirous of leasing certain facilities located at Bldg. F, Ste A, 7730 First Place, Oakwood Village, Ohio 44146, to create employment opportunities (hereinafter sometimes referred to as the "Project") within the boundaries of the Village of Oakwood, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, Access Point Properties II, LTD., an Ohio limited liability company, Donald M. King, managing partner (hereinafter "**King Group**") has developed facilities that have caused interest by the Company in locating its US headquarters in Oakwood; and

WHEREAS, the Village of Oakwood is desirous of providing the Company with incentives available for the development of the Project; and

WHEREAS, the Council of the Village of Oakwood has investigated this matter and has recommended the same on the basis that the Company is qualified by financial responsibility and business experience to create employment within the Village of Oakwood and improve the economic climate of Oakwood;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefits to be derived by the parties from the execution hereof, the parties hereto agree as follows:

1. Description of the Project.

- A. The Company shall lease for a period of ten (10) years certain facilities located at Bldg. F, Ste. A, 7730 First Place, Oakwood Village, Ohio, 44146 for the location of its Cleveland operations. The Company is a leading world-wide supplier of calibration services in numerous industries including aerospace, food and beverage, telecommunications, automobile and life sciences.

2. Job Creation and Retention.

- A. The Company shall create 32 jobs in the Village of Oakwood, by December 31, 2024, which will result in a minimum \$1,500,000.00 annual payroll subject to the imposition of the Village's Municipal Income Tax.

3. Issuance of Credit.

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

<u>Years</u>	<u>Amount of Grant</u>
7	Seventy-five percent (75%) of the actual withholding tax commencing in 2024 and, thereafter, for each year the grant is in effect provided the annual payroll is \$ 1,500,000.00 or more.

- B. To receive a credit in any given year, the Company must make written application to the Village through the Mayor for such credit and provide the necessary documentation in support of its application. Based upon the information supplied to the Mayor, the Mayor shall recommend in writing to Village Council whether the credit should be given for any such year. Based upon Council's review of the information and documentation supplied by the Company together with the recommendation of the Mayor, Council shall either approve or deny such credit based upon compliance by the Company with the criteria set forth in this Agreement. This application must be made no later than February 28th of any year for which a grant is in effect.
- C. In the event the Company exercises its option to renew its lease agreement for the facilities described herein, Oakwood shall consider extending the Job Creation Credit dependent upon the increased level in the Company's annual payroll.

4. Credit Payments.

- A. Initial Credit Payment.

Payroll levels as provided herein must be met by December 31, 2024. The initial credit payment shall be made by June 1, 2025 (the following year), provided that the Company files a Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28, 2025.

- B. Timing of Annual Credit Payments. Annual credit payments shall be made by June 1st of the following year, provided that the company files its Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28th. If the Company requests an extension for filing of its RITA Form 17, the Village shall make the credit payment

within three months of the extended filing date. It is the responsibility of the company to advise the Mayor of the filing of an extension.

5. Information for Annual Review. The Company shall timely provide to the Village any information reasonably required by the Village to evaluate the Company's compliance with this Agreement.
6. Certification as to Payments of Taxes. The Company certifies that at the time this Agreement is executed and during any time while this Agreement is in effect, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has not filed a petition in bankruptcy nor has such a petition been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the last day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
7. Non-Discrimination Hiring. By executing this Agreement, the Company is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry. The Company further agrees to use a good-faith effort in giving preference in hiring to Oakwood Village residents provided they are otherwise qualified for the position available.
8. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Oakwood Village Council. The Village hereby consents to the assignment of some or all of the incentives described herein from Trescal to Access Point Properties II, LTD., an Ohio limited liability company. The Village further acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of the Company or to any third party so long as, with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the Village's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of the Company in all pertinent respects.
9. Termination of Grant
 - A. This Agreement shall expire December 31, 2031 unless otherwise extended except that credits accumulating for the year 2031 shall be paid in 2032 according to the schedules set forth hereinabove.
 - B. If the Company fails to submit required information and/or reports as set forth above, the Village may terminate or modify this Agreement and deny or modify future

grants heretofore granted from the date of the Company's breach or default. In the case as provided in this Subsection, the Village's termination or modification of this Agreement may be instituted only if the Company fails to cure any breach of any term of this Agreement as determined by the Village within ten (10) days of receiving written notice of such failure from the Village or, if cure of the breach cannot be completed within ten (10) days, if the Company has not made a good faith start of the cure, and/or not diligently pursued same.

- C. Oakwood may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, if the Village determines that the certification as to delinquent taxes required by this Agreement is fraudulent or untrue, or if the Company otherwise breaches this Agreement.
- D. Oakwood may terminate or modify this Agreement and may also require the repayment of 100% of the full amount of the grant payments awarded under this Agreement, upon the occurrence of the following:

The Company vacates the leased premises located at Bldg, F, Ste. A, 7730 First Place, Oakwood, Ohio and moves the Project out of the Village of Oakwood or terminates its operations at the leased premises altogether during the term of this Agreement ending December 31, 2031.

- E. In determining whether or not to modify this Agreement the Mayor of the Village of Oakwood and Village Council shall consider the effect of market conditions on the Company's project and whether or not the Company is closing its operations, relocating its operations outside the Village of Oakwood or relocating its operations within the Village of Oakwood. After making the determination, the Mayor shall recommend to Village Council any modifications to this Agreement. The Village Council may adopt or modify this recommendation at its discretion. The Company agrees to reimburse the Village of Oakwood any grant refunds as provided above within fifteen (15) days of the date of the notice to refund grant funds is provided to the Company as detailed herein.

10. Any notices, statements, acknowledgments, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the Village to: Village of Oakwood
24800 Broadway Avenue
Oakwood Village, Ohio 44146
Attn: Mayor

With a copy to: Director of Law - Village of Oakwood
24800 Broadway Avenue
Oakwood Village, Ohio 44146

Trescal, Inc.

Bldg, F, Ste. A

7730 First Place

Oakwood Village, Ohio 44146

11. Condition Precedent. The Company and Oakwood acknowledge that this Agreement must be approved by formal action of the legislative authority of the Village of Oakwood as a condition for this Agreement to take effect.

IN WITNESS WHEREOF, the parties hereto, after first being duly authorized, have executed this Agreement on the date first written above.

VILLAGE OF OAKWOOD

By:

Gary V. Gottschalk

Mayor

Village of Oakwood

DATE _____

TRESCAL, INC., a Michigan corporation

By:

Title

DATE _____

James A. Climer,
Director of Law
Village of Oakwood

James A. Climer,

Director of Law

Village of Oakwood

This Agreement has been authorized by Resolution No. 2024-128, adopted the ____ day
of _____, 2024.

Tanya Joseph, Clerk of Council

RESOLUTION NO. 2024-129

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH FINANCIERE ESTEREL d/b/a TRESICAL, INC., FOR THE PROVISION OF A
NON-REFUNDABLE NET PROFITS TAX CREDIT AND DECLARING AN
EMERGENCY**

WHEREAS, Trescal, Inc., a Michigan corporation and a wholly owned subsidiary of Financiere Esterel, a French company, has approached the Village of Oakwood to explore locating its operations within the Village of Oakwood; and

WHEREAS, Trescal has solicited a Net Profits Tax Credit from the Village of Oakwood;
and

WHEREAS, R.C. Sec 718.15 permits municipalities to grant net profits tax credits;

WHEREAS, the Council of Village of Oakwood has investigated this matter and has recommended the approval of this credit:

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 Net Profits Tax Credit Agreement in the form substantially similar to the one attached hereto, expressly made a part hereof by reference, and marked Exhibit "A".

SECTION 2. The Finance Director be and is hereby authorized to expend such funds of the Village pursuant to and in accordance with the terms and conditions contained in the attached Agreement.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the creation of job opportunities and other economic benefits for residents of the Village and surrounding areas for which time is of the essence, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____
Erica 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 Resolution No. 2024-129 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 Resolution No. 2024-129 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: _____

EXHIBIT A

NET PROFITS TAX CREDIT AGREEMENT

This agreement made and entered into as of the last date of signature set forth hereinbelow, by and between the Village of Oakwood, Ohio, an Ohio municipal corporation, with its main offices located at 24800 Broadway Avenue, Oakwood Village, Ohio 44146 (hereinafter referred to as "Village" or "Oakwood") and Trescal, Inc., a Michigan corporation with its main offices located at Parc d'Affaires Silic, 8 rue de l'Estrel, F-94150, RUNGIS, FR., and a wholly-owned subsidiary of Financiere Esterel, a French company (hereinafter referred to as "Company").

WITNESSETH:

WHEREAS, Oakwood has encouraged the creation and retention of job opportunities throughout the Village; and

WHEREAS, the Company is desirous of leasing certain facilities located at Bldg. F, Ste. A, 7730 First Place, Oakwood Village, Ohio 44146, developed by Access Point Properties II, LTD., an Ohio limited liability company, Donald M. King, managing partner, to create employment opportunities (hereinafter sometimes referred to as the "Project") within the boundaries of the Village of Oakwood, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Village of Oakwood is desirous of providing the Company with incentives available for the development of the Project; and

WHEREAS, the Council of the Village of Oakwood has investigated this matter and has recommended the same on the basis that the Company is qualified by financial responsibility and business experience to create employment within the Village of Oakwood and improve the economic climate of Oakwood; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Description of the Project.

- A. The Company shall lease for a period of ten (10) years certain facilities located at Bldg. F, Ste. A, 7730 First Place, Oakwood Village, Ohio, 44146 for the location of its Cleveland operations. The Company is a leading worldwide supplier of calibration services in numerous industries including aerospace, food and beverage, telecommunications, automobile and life sciences.

2. Job Creation and Retention.

- A. The Company shall create 32 jobs in the Village of Oakwood, by December 31, 2024, which will result in a minimum \$1,500,000.00 annual payroll subject to Oakwood's net profits tax.

3. Issuance of Grant.

- A. The Village of Oakwood hereby grants a non-refundable net profits tax credit based upon the creation of new payroll and jobs in the Village of Oakwood, according to the schedule below.

<u>Years</u>	<u>Amount of Grant</u>
5	Fifty percent (50%) of the actual net profits taxes owed to Oakwood by the Company commencing in 2024 and, thereafter, for each year the grant is in effect provided the annual payroll is \$1,500,000.00 or more.

- B. To receive a credit in any given year, the Company must make written application to the Village through the Mayor for such credit and provide the necessary documentation in support of its application. Based upon the information supplied to the Mayor, the Mayor shall recommend in writing to Village Council whether the credit should be given for any such year. Based upon Council's review of the information and documentation supplied by the Company together with the recommendation of the Mayor, Council shall either approve or deny such based upon compliance by the Company with the criteria set forth in this Agreement. This application must be made no later than February 28th of any year following the year for which a credit is sought.

4. Credits

- A. Credit.

Payroll levels as provided herein must be met by December 31, 2024. The credit shall be made by June 1, 2025 (the following year), provided that the Company files a Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28, 2025.

- B. Timing of Annual Credit Payments. Annual credit payments shall be made by June 1st of the following year, provided that the Company files its Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28th. If the Company requests an extension for filing of its RITA Form 17, the Village shall make the grant payment within three months of the extended filing date. It is the responsibility of the Company to advise the Mayor of the filing of an extension.

5. Information for Annual Review. The Company shall timely provide to the Village any information reasonably required by the Village to evaluate the Company's compliance with the Agreement.
6. Certification as to Payments of Taxes. The Company certifies that at the time this agreement is executed and during any time while this agreement is in effect, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has not filed a petition in bankruptcy nor has such a petition been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the last day prescribed for payment without penalty under the Chapter of the Revised Code governing payment of those taxes.
7. Non-Discrimination Hiring. By executing this Agreement, the Company is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry. The Company further agrees to use a good-faith effort in giving preference in hiring to Oakwood Village residents provided they are otherwise qualified for the position available.
8. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Oakwood Village Council. The Village acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of the Company or to any third party so long as, with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the Village's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of the Company in all pertinent respects.
9. Termination of Grant
 - A. This Agreement shall expire December 31, 2029 unless otherwise extended except that credits accumulating for the year 2029 shall be paid in 2030 according to the schedules set forth hereinabove.
 - B. If the Company fails to submit required information and/or reports as set forth above, the Village may terminate or modify this Agreement and deny or modify future credits heretofore granted from the date of the Company's breach or default. In the case as provided in this Subsection, the Village's termination or modification of this Agreement may be instituted only if the Company fails to cure any breach of any term of this Agreement as determined by the Village within ten (10) days of

receiving written notice of such failure from the Village or, if cure of the breach cannot be completed within ten (10) days, if the Company has not made a good faith start of the cure, and/or not diligently pursued same.

C. Oakwood may terminate or modify this Agreement and may also require the repayment of the full amount of credits awarded under this Agreement, if the Village determines that the certification as to delinquent taxes required by this Agreement is fraudulent or untrue, or if the Company otherwise breaches this Agreement.

D. Oakwood may terminate or modify this Agreement and may also require the repayment of 100% of the full amount of the grant payments awarded under this Agreement, upon the occurrence of the following:

The Company vacates the leased premises located at Bldg. F, Ste. A, 7730 First Place, Oakwood, Ohio and moves the Project out of the Village of Oakwood or terminates its operations at the leased premises altogether during the term of this Agreement ending December 31, 2029.

E. In determining whether or not to modify this Agreement the Mayor of the Village of Oakwood and Village Council shall consider the effect of market conditions on the Company's project and whether or not the Company is closing its operations, relocating its operations outside the Village of Oakwood or relocating its operations within the Village of Oakwood. After making the determination, the Mayor shall recommend to Village Council any modifications to this Agreement. The Village Council may adopt or modify this recommendation at its discretion. The Company agrees to reimburse the Village of Oakwood any grant refunds as provided above within fifteen (15) days of the date of the notice to refund grant funds is provided to the Company as detailed herein.

10. Any notices, statements, acknowledgments, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the Village to: ~~the~~ Village of Oakwood
24800 Broadway Avenue
Oakwood Village, Ohio 44146
Attn: Mayor

With a copy to: Director of Law - Village of Oakwood
24800 Broadway Avenue
Oakwood Village, Ohio 44146

If to the Company to:

Trescal, Inc.
Bldg. F, Ste. A
7730 First Place
Oakwood Village, Ohio 44146

11. Condition Precedent. The Company and Oakwood acknowledge that this Agreement must be approved by formal action of the legislative authority of the Village of Oakwood as a condition for the agreement to take effect.

IN WITNESS WHEREOF, the parties hereto, after first being duly authorized, have executed this agreement on the date first written above.

WITNESSED BY:

VILLAGE OF OAKWOOD

By: _____
Gary V. Gottschalk
Mayor
Village of Oakwood

DATE

WITNESSED BY:

TRESCAL, INC. a Michigan corporation

By: _____
Title

DATE

Approved as to legal form:

James A. Climer,
Director of Law
Village of Oakwood

This Agreement has been authorized by Resolution No. 2024-129, adopted the ____ day
of _____, 2024.

Tanya Joseph, Clerk of Council

**VILLAGE OF OAKWOOD
WORK SESSION MINUTES
2024-10-8**

ATTENDANCE

Johnnie Warren, President Pro Tem
Taunya Scruggs, Ward 1
Eloise Hardin, Ward 2
Paggie Matlock, Ward 3*
Mary Davis, Ward 4
Candace Williams, Ward 5

ABSENT

Matt Jones, Village Engineer	Erica Nikolic, President
James Climer, Law Director	Ross Cirincione, Prosecutor
Gary V Gottschalk, Mayor	Tom Haba, Service Director
Mark Garratt, Police Department	Dave Tapp, Fire Department
Brian Thompson, Finance Director	Daniel Marinucci, Chief Bldg. Official
Sam O'Leary, Assistant Law Director	Carlean Perez – Recreation Director

** Arrived after roll call*

Meeting opened at 6:14pm by Warren
Pledge of Allegiance
Roll Call taken

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

Hill: I mean, I think just the heading. I don't even think there's any... the heading was incorrect. Because the purpose was to merge the handbooks for Fire. The only people that wouldn't be covered was Police because they're under FOP. So, this doesn't even read correctly. **Davis:** So, non-auxiliary would still be included or no? **Hill:** Non-Auxiliary is FOP, so Auxiliary and Fire would go under so, yeah. This is not written correctly and also I don't know where Climer is on merging them. So, we didn't get any feedback on that, unless it happened the last meeting I wasn't here.

2024-WS-05(Substituted) AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CREtelligent AND DECLARING AN EMERGENCY

Warren: This one here, I think the Council Clerk mentioned that the Mayor mentioned that this was proposed from him. He said he never agreed with it, that the Council President is the one that put his name on it. But he doesn't support it, and he doesn't want his name on it. **Hill:** Since it needs to be resubmitted, can we remove it? **Warren:** Yes, so can we make a motion to remove 2024-WS-05 from the work session. **Davis:** You mean to put it on the agenda to vote? **Warren:** No, to remove it from the work session and walk away from it. **Davis:** Okay.

Motion to remove 2024-WS-05 from work session, made by Davis seconded by Hardin
YES VOTE: Hill, Davis, Hardin, Scruggs, Matlock, Warren
MOTION PASSED

2024-WS-12

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

Hill: Just FYI, I believe the last contract that's included is... The last time I was here, I was not here at our last meeting. But the last time I was here, Council request for three additional changes. We emailed to our Law Directors to have updated. I am now sending a new email to the Law Director and Safe Built to get those three changes in. And then I think we would be ready to call a special meeting for it. **Warren:** Okay. **Hill:** This is not what Council requested at the last week meeting. **Warren:** Okay. **Hardin:** So, there was a date involved. So, when we resubmitted it for those three changes. Any date should be relevant to giving us time to look at it. **Hill:** I requested that they give us a new expected start date. Based on the time that... The date was for them to have enough time to hire. Not technically for us, because our lawyer is submitting the changes. **Hardin:** Okay, all right, that's fine.

2024-WS-34

AN EMERGENCY RESOLUTION ADOPTING THE ALTERNATE FORMAT TAX BUDGET FOR THE YEAR 2025

Hardin: And why is that an alternative? What are we doing with that? **Davis:** Do we understand? I mean, I don't understand. I read the whole email and everything, but ... **Hardin:** What's the new format? **Hill:** This is actually late; this was due July. I believe this was due July first if this is the one I'm thinking of. **Davis:** This says it's for the year 2025, so this is for next year. **Hill:** Oh, wait a minute, (inaudible) no there's one that's due on July 1st, did we... I'll ask. **Hardin:** Is this appropriate time to ask did we ever pass the balance of the appropriation? **Hill:** No, we did not, we do not have... We approved the budget to the third quarter. That was through September 30th technically. **Hardin:** Yes. **Hill:** Technically, our budget now has expired technically. Unless we just have funds in there that we didn't use for the last quarter. But, we don't have up to date financials. The last financials are July 31st. **Joseph:** He just gave us this today. **Hill:** That to July 31st it's the middle of October so... **Warren:** We'll pass on this and wait until we have the Finance Director in. And get the information that we need. **Hill:** That is the one we usually pass for January. But I believe we missed the one for July. There's one that was due July 1st. **Hardin:** We can ask him that when he comes in. **Warren:** But it goes from July 20th, I mean, July 1st to July 31st. **Hill:** You're talking about our financial? **Warren:** Yeah. **Hill:** No, these are our financials just for the budget. But he needs to give us up to date through September 30th. In order for us to approve the last quarter. And we don't have that we are behind still. But these two are unrelated, 34 and what we're talking about. **Warren:** Okay. **Hardin:** Can we make a note to make sure we... I'm sure he's going to talk about it because of what he's given us today. So, forget my statement, thank you.

2024-WS-35

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FINANCIERE ESTEREL d/b/a TRESICAL, INC., FOR THE PROVISION OF A NON-REFUNDABLE NET PROFITS TAX CREDIT AND DECLARING AN EMERGENCY

Warren: I think that we can move, that's the French company that is supposed to be moving into the King group. **Hardin:** Okay, he mentioned that several months ago. So, what is what are we doing now? **Warren:** They're just asking for us to allow them to have provision for job creation tax credit. **Hardin:** And what does that cost us? **Warren:** It doesn't cost us anything. The Mayor was supposed to be calling too. **Hill:** Calling into our meeting? **Warren:** He said he was going to call, but he hasn't, so... **Hardin:** All right, so there's no explanation, moving on.

2024-WS-36

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FINANCIERE ESTEREL d/b/a TRESICAL, INC. FOR THE PROVISION OF A JOB CREATION GRANT AND DECLARING AN EMERGENCY

2024-WS-40

AN EMERGENCY ORDINANCE REAFFIRMING THE PROHIBITIONS AGAINST DISCHARGING, IGNITING OR EXPLODING FIREWORKS IN THE VILLAGE OF OAKWOOD AS SET FORTH IN CHAPTER 1519 OF THE CODIFIED ORDINANCES OF THE VILLAGE NOTWITHSTANDING THE PROVISIONS OF H.B. 172

Hardin: Now's the time, I don't know how many people have looked at the samples. The specific one was from Elyria. And the original ordinance that was submitted at that time. Even the Police Department was in agreement with some restrictions. I'm submitting it and asking this Council to look at restricting the times that we do it and the number of days that we do it. Because of the effect it had on some of my constituents. And so, and I had another question based on the type of fireworks that that are being sold at this time. The noise level, does that noise level exceed our noise ordinance? I thought about that... **Matlock:** Some of it do, due to the fact that some of those fireworks have gunpowder in them now and it makes them stronger. **Hardin:** You know, when you start to restrict, you have to have some rationale for it. That was one of the things that I would like to look at. Does it conflict with our noise ordinances? Because that is the problem, the noise level of the fireworks. Then my other question was, and I think I asked that at the original when we first started on this. Is it possible to restrict the type of fireworks? Because some of them are just great, others not so much. **Warren:** Yeah, I believe that's what the Law Director had mentioned too. That we could restrict the types and everything, and to restrict the days. I think it is actually in the ordinance that provides the dates that you. **Davis:** I think this is just restricting what the governor or what the state of Ohio is doing. **Warren:** But remember, our last meeting we talked about... **Hardin:** We had all the dates, it is here it's in our packet. All the different holidays, it even gives Chinese New Year. **Warren:** Yeah, well what we did, I think we just reduced it down to July 4th. I think that that's the only thing. I'm not sure that we had any other date. **Davis:** Because I talked to Mr. Garrett today to ask him their opinion or his opinion on this. And he said he would love to have it restricted. But he said he still would want July 4th. If it falls on a weekday, July 4th, if it falls, or it could be in the week. You could do it July 4th and the weekend before or the weekend after. But he just wants July fourth. **Warren:** Right. **Hardin:** Well, I would like this Council to consider that then. Because it is because of the noise level. **Warren:** I've never had a problem with July 4th either. I could just go one day because technically and theoretically, that's all it was supposed to be anyway. And people just started taking it further than they were supposed to. So, I would very definitely support a July 4th. **Hardin:** Okay, now, the current the state law, if I'm not mistaken,

and we can pull it. I think it allows you to shut them off two days before July 4th and then two days after. It expands other than days before and after each one of those holidays. **Warren:** Oh yeah, it gives you a whole variety. **Hardin:** So, am I understanding that this Council would consider doing just July 4th the day itself. And not any of the days before or after as stated in the state law? **Warren:** I would agree with that. **Hardin:** Okay, just July 4th? **Warren:** Yes. **Hardin:** Okay, so I know we don't vote, but we can poll. Can we then say asked the Law Director to draw something up that meets those requirements? All right, I thank this Council. **Davis:** I would like to have at the same time we approve this. To have that other one with the dates or part of that same one. **Hardin:** Yes, ma'am, thank you. Madam Secretary, did you understand what she was saying? She wants to make certain that our people understand. We were aware that all of the other ones were available. But we've chosen to narrow it to just the 4th of July. Am I understanding you correctly Mary? **Davis:** Yes, so that's what the Police Chief reiterated today. I mean, that's one that he would have been in favor of. **Hardin:** Now the times are okay because we can look at that again. I think it's up until... I know it's 10:30pm or 11:00p.m. **Joseph:** It's not in this legislation, that was the other one. You were thinking of... **Hardin:** The first one. **Joseph:** The way Elyria had theirs. **Hardin:** Yes. **Joseph:** But he didn't do it, that's what I was saying. He didn't do it similar to their, he just brought back the legislation that was presented to Council. That you guys never went forward with. That's what I was trying to explain to you. It wasn't exactly how you wanted it. So, that's what I was explaining to him in the email as well. That he failed to, you know, list the parts that you wanted specifically. **Hardin:** Okay, so let's come up with our time frame that we would be interested in having. Naturally, you want to do it were dark. I guess that's part of the fun. So, we're talking, it gets dark in the summer at what? **Davis:** Nine, closer to nine. **Warren:** Yeah but kids would be... **Davis:** Even if you said 8:00pm to start. I mean, some people have little kids. They might want to do them even though it's not dark dark. So, if you started at 8:00pm until midnight, that's four hours. I mean, I think, we'll ask our Chief. **Scruggs:** He said 11:00pm the last time. **Warren:** Yeah 8:00pm to 11:00pm. **Scruggs:** I don't remember the start time. I just remember 4th of July was until 11:00pm. **Warren:** We'll just say 8:00p.m.-11p.m. **Hardin:** Okay, ask him to restrict it to those hours, 8:00p.m. to 11:00p.m., 4th of July only. Not before or after?... No time, okay thank you Council.

2024-WS-41

AN ORDINANCE AUTHORIZING THE ACQUISITION OF TWO POLICE VEHICLES AND ACCESSORY EQUIPMENT FOR USE IN THE POLICE DEPARTMENT FROM THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PURCHASING AND DECLARING AN EMERGENCY

Hill: I (inaudible) that these were hybrid vehicles. And I'm wondering if, first of all, they can provide us quotes for the hybrid and regular vehicles. Two, I'm wondering if he has a plan in terms of moving to hybrid. Three, I'm wondering if anyone has looked into the cost, particularly. Last time the Chief wanted to move from I forget which vehicle we have, but to a Tahoe. They didn't research and found out the cost for the Tahoe was far more expensive than they thought for repairs. So, I want to know if anyone's looked into the cost of repair for higher hybrid vehicles. It may be a cost savings, savings, or fuel. But is there going to be a cost savings on repairs because that's new technology. So, I'm wondering what research has gone into that. **Warren:** Okay, well, I will support getting two vehicles. The Chief has done it for years and years and years. **Hill:** Have you read which vehicles they are? **Warren:** And I would move that we put it on the... because he gets it from state purchasing. So, he gets the vehicle that the state has. **Hill:** No, no he

gets (inaudible). **Warren:** Most of communities get their vehicles from state purchasing. **Hill:** But the state has hybrid vehicles too. But there were hybrid vehicles before, so that's why I am asking. You're not listening to what... **Warren:** I heard exactly what you said. But I'm saying that I'll leave it up to the Chief. To get the vehicles that he has been purchasing and his due diligence. He understands it, but I will say that we should move it on to the regular agenda for first reading. **Hardin:** I can go along with that as long as it's exactly what you said. We get a price break when we order through the through the state. **Warren:** Right. **Hardin:** That's number one, number two, there is a time frame that he is working. **Warren:** I agree, so we put this on... **Hardin:** But we do want him to please research the repair aspect if he's going hybrid. **Warren:** Right. **Hill:** That's what's in there, it's hybrid. **Davis:** He's got listed hybrid. **Hill:** It's not the regular ones, which is what prompted me to ask the question. **Hardin:** Okay, we still want that question answered Mr. President. **Warren:** Okay. **Davis:** And the warranties or whatever comes with that, right? What covers those? **Hardin:** You know, I'd like to go one step further with that. If we are going to go through the state, because that's always a savings. So, I'd like to know what the objective of the state is? Are they going to now promote and expect all municipalities to start to convert? And what's the long-term plan there? **Warren:** I have no idea. **Hardin:** I'd like for them to find out. Are we all going to go that route? Okay, thank you.

Motion to move 2024-WS-41(to become 2024-125) to the agenda, made by Davis seconded by Warren

YES VOTE: Warren, Scruggs, Hardin, Davis, Hill

MOTION PASSED

2024-WS-42

A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND DECLARING AN EMERGENCY

Hardin: I'm looking for that, what is it? **Joseph:** It's the Mayor's. **Warren:** It's the Mayor's concept of what he's proposing for the person in question. So just tell me, what is he proposing to do? I'm sorry... **Warren:** 3% retro plus a \$5,000 lump sum? **Davis:** And additional duties as performed as assisting the Clerk of Council. **Hill:** Whoa, whoa, whoa, so is this in addition to what we proposed? Because this is for Assistant Clerk, this had nothing to do with her. This is for the additional duties. Is this a (inaudible)? **Warren:** No, this was supposed to be... I guess in her position that she was at. But this has nothing to do with what he's intending. He thought that he was he was giving a counter offer for the veto legislation. **Hardin:** Number one, he's making this a little difficult to work through. Because he has nothing to do with the Assistant Clerk position. **Hill:** Yeah, that's not what we were addressing. **Warren:** Well, what he really was addressing was the position that the Mayor's executive assistant, had. And remember, we had the legislation that was passed and then he vetoed it? **Hardin:** Okay. **Warren:** Well, his counter is to give her 3%, but it doesn't read that. But his counter is to give her 3% plus a \$5,000 lump sum for... **Hill:** Acting as Clerk of Council. **Warren:** What I'm saying is that he... again, the wording is incorrect. So, we can't entertain it, we can't move it to the regular agenda. Because the intent in the wording is not correct. **Hardin:** Okay. **Hill:** Well, it could be correct. If he's trying to do is say, I'm giving her 3%. Keeping her salary the same, but I'll give her \$5,000 for... That could be his (inaudible) it's not addressing what we were. **Warren:** Well, his thing is, he was giving her

the 3% plus the \$5,000. And he claimed the \$5,000 would be for the work that she did on behalf of Council. **Hardin:** Let's clear that up, she transcribed three... **Joseph:** I received one. **Hill:** He's talking about acting for the Council when she wasn't here. He's not talking about Assistant Clerk; it says acting clerk. That means when she wasn't here. **Hardin:** Well, he doesn't have anything to do with that, does he? **Hill:** Technically, no. **Warren:** Well, you're saying technically, yet Council... **Hill:** We made payment for our clerk. **Warren:** Right, that's correct, but the Mayor... he just called me. Mayor we're on your legislation. **Hill:** Is that legal because... **Warren:** What do you mean if it's legal? This is a work session... **Hill:** Law Director said he cannot join in via phone. That was during the pandemic, we asked that question. **Warren:** (speaking to the Mayor via phone) Well, the Law Director said you can't participate in the meeting unless you're here. **Gottschalk (via phone):** No, this is the work session, it's not a Council meeting. **Warren (speaking to the Mayor via phone):** I know it's a work session, and that's why I don't understand with it being a work session. I can see an official meeting, but not a work session. **Gottschalk (via phone):** Yeah, as a work session, I can do this. Not at a regular meeting. **Hill:** That's not what the Law Director said. **Matlock:** You sure is not executive session that he can go on that? **Hill:** No, The Law Director said only during the pandemic, he didn't... **Warren:** But that was for regular meetings, that wasn't for work session. **Hill:** Did you confirm that? Because we've confirmed with the Law Director. **Warren:** Well, I was there with you. No, I'm just saying that... **Hill:** (inaudible) the communication, did you read that, or you made an assumption? **Warren:** No, I'm making the assumption that this is work session. Now, did the Law Director make the specific reference for work session? **Hill:** Law Director said that he can't call in, that was only during the pandemic. **Warren:** Well, that was for regular meetings. We didn't confirm, Mayor, they have an issue with you participating in the meeting. They're claiming that the Law Director said, although I disagree. I can understand for a regular meeting, but not a work session. Because anybody could talk at a work session. But anyway, I'm going to terminate the conversation and we're going to move on with our agenda. **Gottschalk (via phone):** So, we don't discuss this tonight? **Warren:** No, we already did, it's presented incorrectly. Because he's making reference towards a part time clerk. **Gottschalk (via phone):** Part time Clerk for what? For this project... **Warren:** No, I'm talking about the ordinance currently which says assisting the Clerk of Council and serving as Acting Clerk of Council. That's what Article three in your works session says. Well, this actually doesn't actually isolate it. Because it just says that she is the Executive Assistant to the Mayor. Shall receive an increase in her present salary of 3% retroactive to January 1st, 2024. Plus, a one-time payment of \$5,000 in recognition of the additional duties she has perform in assisting the Clerk of Council and serving Acting Clerk. So, that does makes reference to her being the Executor Assistant of the Mayor. And then isolates the 3% for that and then isolates the \$5,000 as acting Clerk. **Matlock:** So, why can't we give her 3%? **Gottschalk (via phone):** Yeah, but anyways, again, remember, I'm talking about the company from France. **Warren:** Mayor, we're talking about the Mayor's Executive Assistant position. **Hardin:** Mayor, I'm not going to have any communication with the Mayor over that phone. Don't call my name... **Warren:** Right, but it is worded properly. **Hardin:** Thank you. **Hill:** I already said that could be exactly what he is intending. Our Clerk has been here like two years now. He's trying to give her retroactive for being Clerk from two years ago. I don't know if he's getting into that. That is our official business... **Warren:** Well, the thing is that it is his employee, so he can do it. **Hill:** The Charter says we... **Warren:** Okay, well, I want to poll to say putting this on the regular agenda? The legislation reads as it should. It says to give the 3% increase period for 2024. And she gets \$5,000 for her service as acting Clerk of Council. In the stead of when our Clerk was either off

or unavailable. **Matlock:** Can I ask you a question? When she was writing in that capacity of our Acting Clerk, was she not paid? **Warren:** A regular pay? **Matlock:** Did we not pay her. **Davis:** I thought we paid, did we not as extra because of that or not? I don't know. **Matlock:** Did we pay her yes or no? She just stepped in, and we didn't pay her... **Warren:** Well, she's a salaried employee. **Matlock:** Okay. **Hill:** She's a salaried employee for Executive Assistant to the Mayor. She is not a salaried employee for Acting Clerk of Council. **Warren:** Right, he's proposing that Council pay \$5,000 for the services that she's provided for us. That's all he's saying... **Hardin:** Well, we can talk about that because while you were on vacation. She did set up everything and she did put up the notices. **Hill:** But that is Assistant Clerk. **Warren:** She just doesn't want competition with the other legislature, that's it. **Hill:** No, no, no. **Warren:** Yes, it is. **Hill:** No, it's not. **Warren:** Yes, it is. **Hill:** No, the Acting Clerk of Council is when she was not here. **Warren:** Right. **Hill:** The Assistant Clerk of Council was the last several times Dee filled in for her while she was not. Those two positions span a two-year different time frame. So, it's not about competition. First of all, I didn't create legislation. **Warren:** Well, the thing is... **Hill:** The legislation was something we all discussed and agreed upon. **Warren:** And the bottom line is why are you fighting this? It is right... **Hill:** I told you before you call him it was right. I said this may be what he's intending. **Warren:** Right. **Hill:** Well, what I'm saying to you is you keep conflating different things. Assistant Clerk of Council role is different than the Acting Clerk of Council role. **Warren:** But both he's proposing that she gets \$5,000. **Hill:** For acting (inaudible). **Hardin:** Time out, time out, when it comes to personnel. We should be in executive session to decide what we want to do with that. **Warren:** Well, I just say that the legislation is here. Can I request that we take a poll to see if we want to put it on a regular agenda? **Hardin:** Yeah, well, we want to discuss it in executive session. **Warren:** Okay. **Joseph:** I just wanted to note that the \$5,000 is for assisting and for acting. **Warren:** Right, that's what I said, it is for assisting her and acting. That's what it reads, he's saying accumulatively. **Hardin:** Can we go in executive session? **Warren:** Yes. **Hill:** We can't go into executive session in the work session. But we can in our regular meeting. **Hardin:** Thank you. **Warren:** Then we can move it to the regular agenda and have it on first read. Okay can we move it to the regular meeting, then we can have it on executive session.

Motion to move 2024-WS-42 (to become 2024-126) to the agenda, made by Davis seconded by Warren

YES VOTE: Hill, Davis, Matlock, Hardin, Scruggs, Warren

MOTION PASSED

Warren: Okay, now, if there's no further discussion,

Motion to adjourn made by Davis seconded by Warren

YES VOTE: Warren, Scruggs, Hardin, Matlock, Davis, Hill

MOTION PASSED

Adjourned at 6:49 p.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council

**VILLAGE OF OAKWOOD
COUNCIL MEETING MINUTES
2024-10-8**

ATTENDANCE

Johnnie Warren, President Pro Tem	Tom Haba, Service Director
Taunya Scruggs, Ward 1	Mark Garratt, Police Department
Eloise Hardin, Ward 2	Dave Tapp, Fire Department
Paggie Matlock, Ward 3	Sam O'Leary, Assistant Law Director
Mary Davis, Ward 4	Brian Thompson, Finance Director
Candace Williams, Ward 5	Daniel Marinucci, Chief Bldg. Official
	Carlean Perez – Recreation Director
	Ross Cirincione, Prosecutor

ABSENT

Matt Jones, Village Engineer	Erica Nikolic, President
James Climer, Law Director	
Gary V Gottschalk, Mayor	
<i>* Arrived after roll call</i>	

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

Motion to approve the Council Meeting Minutes of March 26th, 2024, made by Davis seconded by Scruggs

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

MOTION PASSED

Motion to approve the Council Meeting Minutes of September 28th, 2024, made by Scruggs seconded by Hardin

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

MOTION PASSED

Warren: Any correspondence at this time? **Joseph:** Nothing at the time. **Warren:** Well, we'll get our departmental reports then. May we hear from our illustrious Fire Chief?

Department Report

Fire Chief, Tapp: Thank you, I have a meeting this Friday with Mayor Kolograf at Walton Hill and the head of UH hospital. They're going to be offering some incentives and some programs that they're offering to Walton Hills. So, after that meeting I'm hoping by next meeting here. I can bring some of those ideas and stuff that they are going to be doing to operate the Village after that. So by next meeting, I should have some information for you. Other than that, I'm here for questions. **Hardin:** I'm sorry, sir who's your meeting with? **Tapp:** Mayor Kolograf

and Head of UH hospital. So, they're going to be offering some UH programs to Walton Hills. And will be offering Oakwood after this meeting. So, I'll offer some ideas of what they are after that. **Hardin:** Thank you. **Davis:** I wanted to ask, do UH and Cleveland Clinic Group offer the same today that... We used to reimburse you for your supplies and things. Like if you used them that day. Are they both conducive to... **Tapp:** Yeah, it's a one for one with our supply (inaudible) per hospital. **Davis:** Okay they do that, thank you. **Matlock:** I had a couple of calls from constituents asking about assistance with replacing batteries inside of their smoke detectors. **Tapp:** All they have to do is just call. **Matlock:** That's what I told them. Just call you, but okay thank you. **Tapp:** Absolutely. **Warren:** Okay, may we hear from our Building Inspector, Mr. Marinucci.

Building Chief, Marinucci **Marinucci:** Thank you Councilman Warren. A couple of weeks ago, you asked about moneys for tearing down residential homes. Well there is no money available in the County because of confirmation emails. Lillie has been on top of it for a while, but there's no money associated with that. Grey Brothers is set for trial in a couple of months. Any questions goes over to the legal department. DCOMM, I met with legal, any any citations is going to be run through the legal department. Ross can talk to you about the issues regarding that. And that's it, I am here for questions. **Davis:** You said last meeting, two weeks ago that you were going to have Aaron give us reports. **Marinucci:** I'll send that out, but I can tell you right now. We're not able to do a lot of the inspections like you're going to want them done. It's understaffed and it's a revolving door. And it's crazy right now. But I asked them more than once to get out. And I could tell you Friday was a (inaudible) and today was crazy inside the department when I was there. So we're understaffed and we're going to have hiccups along the way. And there's the loss of Debbie is instrumental. We have to set up and Ania's learning. So, we'll have a lot more demands to try to fulfill parts. And like the loss of Debbie, they're going to see this in planning. All this planning stuff that Debbie took care of. Now they are at a total loss. So that's where the Building Department is right now. We're understaffed and you're going to have hiccups no matter how you want to do it. But I'll have him send that out first thing in the morning. But I asked them to do it last week and he didn't do it, but I'll make sure. **Warren:** She's asking you for stuff before Debbie left, way before Debbie left. And it's a constant snowball out of not getting the stuff. **Marinucci:** (inaudible) that will be out in the morning when I get there. **Warren:** And the other thing is, what is he doing in Debbie's stead? **Marinucci:** There's a lot of phone calls about the processing of the permits. Ania doesn't understand the software. He's teaching Ania the software, processing permits, getting calls, everything that goes in the Building Department administration; he's doing a lot of it. **Warren:** Well, let me ask you this. There's not a lot of construction, to my knowledge, going on. Where they are coming in and getting building permits. Once you get a building permit, you start building and that's it. **Marinucci:** No, not even close... you're right. We're getting garages, there were three garages that came in recently. The decks, you have those kind of things. A couple decks came in the other day. I approved, I don't know, 4 or 5 things the last couple of days that I was here. Generac... **Warren:** So, what does he do? You're telling me what you. **Marinucci:** He's processing the paperwork to get it going. The licensing deals, the contractors that come in, they have to be licensed. So I know we've licensed one today. That's the stuff they're doing. **Warren:** So, licensing one contractor in an eight hour day? **Marinucci:** Yeah, whatever, whatever you want to do with that. That's what's going on there. **Warren:** I just wanted to see what the reality was. **Marinucci:** The reality (inaudible) I'll tell you what's going on. The phone calls goes into the role over situation. And a

lot of my time is taken because they can't answer the phone, neither can't. And I spending a lot of time answering the phone calls and what I'm doing there every day. So, everybody's working as a team. The Board of Building Standards have made changes in their policies. That has really absolutely overwhelmed and I've been in touch with the Board of Building Standards today asking for more time. They granted us what we have to get them used to be yearly accounting, now it's a monthly accounting. The software is not giving us what we need at a timely basis. We're swamped and you know what, Council. If you think the Building Department is not working, you're clueless as to what's going on. That's my position and I don't understand it. Because you throw me under the bus every single meeting. You can throw me under the bus again. But that's what's going on in the Building Department. I got three meetings with somebody that was coming in to (inaudible). I met with the owner three times, I met with the leaseholder one time. We had multiple discussions with the Mayor because anything on Broadway gets his blessing. So, we're doing all of that as well. **Warren:** I understand all of the stuff that you're saying. And 84% of it is the stuff that you're saying is I. **Marinucci:** (inaudible) **Warren:** Okay, well, that's fine, anybody else have any questions? **Matlock:** Right now, since your department is understaffed, or you stated you're understaffed. You're the director, correct? Are you three days a week? **Marinucci:** Yes. **Matlock:** Okay, how come you won't push up to five days? **Marinucci:** No, if you want to pay me more money; then I will. **Matlock:** Okay, but really, with you being a director. You should be on five days anyway. **Marinucci:** Well, we can talk money. Because I'll tell you, I know what's going on. **Matlock:** No, no, no, no, no. What I'm just saying is. Normally as a director, that's your department? **Marinucci:** Yes. **Matlock:** And what I'm basically saying is this. A director will step up to the plate. You have three individuals in there, okay. You have Aaron, you have Ms. Hicks, and you also have the young lady, correct? **Marinucci:** Correct. **Matlock:** And right now you're saying they're overwhelmed? **Marinucci:** Yes. Okay. **Matlock:** You're the director, so if you're the director. You're going to take the full hit. So that means that... hold on, wait, wait, hold on for a second. With you being the director, then you should step in right now. Five days a week is what you should do. And if that is the case, really for a director, a director position should be five days anyway. They should be there every single day in order to oversee the whole operation of that Building Department. If you make it full time, we'll talk money and I'll do it. But you're not going to do that. **Matlock:** You're saying we won't do it? You're saying that we're not going to do it? **Marinucci:** You have no idea... **Matlock:** No, I'm just saying...all I'm asking you is just one question. **Marinucci:** I will do it if we talk money. **Matlock:** I'm just saying that would kind of help out your team. You guys are working as a team. That would help out your team is all I am saying. **Warren:** Okay, he said that if we would talk money. That he would consider five. **Marinucci:** I know what's going on. I'll tell you, you know, you're at the point where (inaudible) was. That's where you guys are at. **Matlock:** And then I want to ask this, too. I hear you say there's software. Is there a class that they can go to or is there like a training class for two days for that something? **Marinucci:** There's no training class on that with this particular software is itself proprietary. So, the issues that associated with that, there's no classes. **Matlock:** Okay, because I know I was talking to Ms. Hicks. And she stated something about, she put something into the system. That she can't really delete it if there's a mistake. **Marinucci:** Yes, correct. **Matlock:** So, if that is the case, there should be something like an administrator. **Marinucci:** I have no idea but, we can't do it, all right. So, what happens is you have to get into the the people running the software City Force. So, then you get an email out to them on your waiting. Because a lot of times we get Tom in to get it resolved and they get it resolved. But you're correct, if you have to put \$110.50 and that's

inputted really fast. And instead you put .05 cents instead of .50 cents. You can't balance it; you can't change it. It's a tough situation that we have with that. That's only one example, but yes.

Matlock: So, there's no administrator portion to that software? No one in the you have like an administrator access? **Marinucci:** Tom has it, we can get in, but we can't make changes. It's proprietary, they won't allow any one of us to make the changes. **Matlock:** But they will allow Tom to make changes? **Marinucci:** Tom is always in conjunction with them. And I think together they make the changes, is what I believe. But I know Tom can't do the changes on his own. Yeah, but that's part of the minor issue. But then that happens to us, Brian can tell you this. A lot of times you know the receipts that are all categorized? (inaudible). I'm just wondering right now, we got to get that 3% and 1%, because that's what we pay them on a monthly bill. That's what we're having a little difficulty with. But I'm going to talk to the state today to get it worked out. **Scruggs:** What is the name of the software? **Marinucci:** City Force. **Scruggs:** So, I'm just brainstorming because a lot of times when I have trouble with a software program. Or I'm just not sure how to do something, I go do a Google search or I go and do a YouTube search. And sometimes you can find people who will create a video. That will show you step by step how to get through a specific problem. So, if I don't know what the issue currently is with one of the staff. But let's just say they can't figure out how to upload this file into City Force. Whatever it is, you can literally go to YouTube or Google and typing in City force how do I. And I bet you might, I'm not saying you can. But you might be able to find a video that goes specific to whatever that concern is. And I've been able to kind of save myself on a couple of different things when I wasn't able to find help anywhere else. **Marinucci:** And I'm very familiar with that process. Like, you know, Microsoft and Google, you know, one of the things. **Scruggs:** So, I would try it with City Force you never know. **Marinucci:** Alright, (inaudible). **Warren:** Any other questions? Okay, may we hear from our Police Chief?

Police Chief, Garratt| Garratt: Garratt: Thank you, Mr. President, I just briefly want to go over... I mentioned to you guys last meeting. That we had the state Auditors in the Police Department. We did get the results back. We passed with flying colors, so that was good. What they were checking on is, this is OLEG, which is Ohio Law Enforcement Gateway. And they check for security and quality assurance. To make sure that there's no leaks of problems or anything. Like the usage of our computer system and or the security. Only issue we have is security of the building. Which was only because our server room gets overheated without the air conditioning and that kind of stuff. But that wasn't dinged against us. Because that's what we have to deal with at this point in time. But other than that, everything passed very, very well. And that's from really good record keeping and doing the right thing. The other thing is we've been interviewing for the last week and a half now. Candidates for the three positions that we have vacant. So, we're in the process about halfway through with three of them. So as you know, we do a pretty extensive way when we do our hiring. We have our detectives do the initial interviews. If they get through that, we'll take them down to training center. We'll also see how they interact with some of the different scenarios and de-escalation processes. And then they report writing on it. After they finish that, if they move on to the next phase. That's riding with two different shifts and the officers and shifts have an opportunity to speak with them. And get to know them because they're going to have a direct impact on working with them. So, it's important that you have that buy in. And then the next phase of it will be the interview with the captain and myself. Following would be the psychological and the polygraph, along with the

background checks. Our detectives do all of the background investigation. Finally, after the physicals and other things. Then they're offered a position. So right now, we're at, with all three candidates that applied. We're at the interview finished up with the Captain and myself. And now they're on to the next phase. So, so far, they are doing really well. So, we're looking really promising. But I will keep you apprised of what's going on and hopefully we'll get a few. **Davis:** Your legislation tonight for your cars. **Garratt:** Yes. **Davis:** We wanted to ask you a couple of questions. One was asking about the hybrid. Because it had a hybrid or the eco boost was the two options. **Garratt:** Correct. **Davis:** Why did you choose a hybrid or you don't get to choose that? Is that from the state regulations or what? **Garratt:** No, we get to choose it. The hybrid is a little bit cheaper for one. And second of all, the issues we have with wear and tear of police cars is idle time. You see the Police outside the road either running traffic or something of that nature. Idling is a big part of the police cars. So now, what's nice is they go from using gas to electric when they are idle. So that's a huge saving, it's what we're thinking is going to be huge saving on fuel. Other Police Departments that have gone to that. Have noticed a significant drop in fuel usage because of that in police cars. So, that was probably the main reason. Again, the price of that and a little more eco friendly on that. We're not equipped to go with the full electric vehicles. That's just not possible at this time. There are some departments that have it, but it's the jury's still out, so to speak with it. Because we're not exactly sure or have all the answers. Pluses and negative options, and again, we're not ready. This building won't even accommodate charging unit. So at this point and time it's not even an option. So that, plus we know that we're being eco friendly. If you will, but still doing the job properly. Hopefully it will help out with the wear and tear. If you look down at the bottom that quote. We do the extended warranty also up to 100,000 miles.

Davis: I was going to ask if there is extra warranties. **Garratt:** Yeah, we do, it's \$2,500. But I mean, one repair... there's never repairs less than \$2,500. So, we always go down to 100,000 miles. It just doesn't make any sense. And we've gone back to the Fords, we've had a lot of problems with the Tahoe's. **Davis:** Yeah, that's what we were going to ask you. Because you had a lot of problems with that. Now, it doesn't have to be, the interceptor or whatever it's called. Does that have to be the state gives you only one kind of car? Or you can choose different cars? **Garratt:** No, you have choice of different cars. But the state bid that will reflect on each one. Like if you look at some of the quotes, you see there's no carpet and all that. That's what the state requires. It's the basic version with the enhancement of the suspension, the motor, and stuff like that for the Police package. But the manufacturers said this is a Police package, this is a Police package, this is a Police package. But we can go with other vendors, too. Well, we've had the issue with the Chevy's. We went to the Chevy's because we couldn't get any of the Fords at the time. If you remember back when we needed cars at the time. But we had to replace an engine at 15,000 miles on one of the Chevy's. And another Chevy Tahoe at 25,000 miles. Now, fortunately, both on the warranty, but they were down for a month. And that's you know that's not good. And we've had multiple other problems but those two were the biggest ones. So we were jumping back into that. **Davis:** Is the interceptor like the same size as a Tahoe? **Garratt:** It's identical to the ones that aren't Tahoe's that we have back there. Okay. We have a bunch of Ford Explorers that are back there. It's the same size, we only have 2 to 3 Tahoe's left. Every year we rotate two cars except for the last two years. Remember we couldn't get cars. Then, we had a bank where we could get three of them. And so in two years, we have three cars instead of four cars because that's what was available. This is going to be for next year. So, approving this will let us order or stay on the list. But these cars I don't anticipate coming in until next year, February, March. **Davis:** So, we have to have the money by next year? **Garratt:** On delivery.

Davis: Okay. **Garratt:** So, it won't be until 2025. **Davis:** Okay, thank you very much. **Warren:** now, I want to ask, doesn't those cars, because I'm not really familiar. Don't they recharge themselves the longer you drive too? **Garratt:** Yes, so if they're idle for a while. And if you get even close to where there's low battery. They warn you with a plenty of time. Kind of like when you're almost out of gas. So, yes, they do charge as soon as you start driving the car charges the batteries on their own. So, you don't need to plug them in. **Warren:** Right, any other questions? Okay. May we hear from our Recreation Director/Commissioner?

Rec Director/Commissioner, Perez **Perez:** Thank you, so our big event Friday at LaMafa. Ms. Paggie bought four tickets so hopefully I can get the rest of the Council members to buy tickets also for this Friday night. I am going to cancel the Halloween event because we only had five people to sign up to trick or treat at the zoo. So, we're going to cancel that event. Bingo went very well. We had our first Bingo game last week, last Thursday went very well. I had 20 people to attend. It was given by (inaudible) and they would be coming back here every two weeks. So, next week they will be bi weekly. They are going to do lunch next week. Our water class is going very well, water arobeics. I have about 15 people in the class at this present moment. You asked me the capacity, it holds 25. So we're doing very well with that. The rest of the month I will be working on Thanksgiving and the Amish Country. That's very, very large right now. I think there was over 125 people who signed up for it last year. So, Brian and I are trying to figure out what the numbers were last year and how it was coded. They went several places. (inaudible) has been canceled, but you will be going the day after Thanksgiving. So, I will be shopping for all the cold cuts and Turkeys and all of that. If anyone want to help me from Council really, my (inaudible). And Mrs. Davis, you asked for a date, I wanted to remind you of that. I left you a message, it was some kind of shower at the community center. **Davis:** Yes. **Perez:** It's (inaudible). **Davis:** Yeah, that's what she said, first I booked it. And then I think somebody else booked on top of mines. **Perez:** Yeah. Yeah, at this point (inaudible). **Davis:** Yeah, Okay. **Perez:** You know, we have no idea how to do that part of the services at this present time. So, at this point, that's all I really have. Oh, I need to ask you, the Trunk or Treat. We were talking about having the Trunk or Treat. And I wanted to ask if Council was going to be working with the Police Department with the Trunk or Treat? Because it's too late to do something really, really large. And if you are, I like to know so I can go out and buy candy for everybody. **Davis:** Our Councilperson representative told us that it was canceled. That we're not doing that. **Perez:** Yeah, we're not going to do it. But I didn't know if you guys were going to join the Police Department. **Davis:** Well, they're not going to do it either. **Garratt:** We join them. **Perez:** So, do I need to get candy? **Matlock:** No, we're not going to be doing it. **Perez:** Mrs. Scruggs and I have a meeting on Friday to discuss additional events for the year. **Davis:** What are the exercise classes? How many are Oakwood residents? Do we know? You said 15 came or something... **Perez:** It should be 15 Oakwood. **Matlock:** So, you don't know? **Perez:** I have a list with everybody and their address, so it should be Oakwood Village. I don't think there's anyone out there that's not Oakwood Village. **Warren:** Any other questions? **Hardin:** I'm still getting positive feedback, they're enjoying it. **Perez:** She's doing very well, she said that it's really helping her a lot. Because she had knee surgery or back surgery. She had something going on but she's doing very well. **Hardin:** Thank you. **Warren:** Okay, thank you. Tommy, you got your hand up? **Haba:** Yes. **Warren:** Service Director.

Service Director, Haba | **Haba:** Thank you Mr. President, couple things, we painted the Pavilion at the community park last week. It came out nice, I was going to ask you about the Trunk or Treat. That's off for sure? Because we winterize it this time of year. I was going to hold off until after that. The bathrooms are usable but we'll winterize it within days or so. So when we do that, we close it down for the year. Other than that, we will start leafing probably Monday, could be Friday. But I guess for Monday, we'll probably start picking up leaves. As you saw, people have it out and there's not a whole lot out there. If we go out Fridays, it will take most of day to get half of a load. So, we'll probably just wait until Monday to save on time and energy. Senior snowplowing due to the shortage problem. We're going to try to do it ourselves. Unless I have somebody's available for a weekend or Saturday and one night. So, they can sign up, I don't have a date yet. If somebody has a flier going out in the near future, let me know. It's always better to send out a flier. But we will get those out within two weeks, probably. They will be out where people will know where to sign up. And that's all I have, I'll take any questions. **Davis:** I just wanted to ask, you said that you winterized the park? So, nobody rents it after you're doing that? **Haba:** No, we drain all the water, all the drainage is... I put antifreeze in all the lines, all the toilets and stuff. **Davis:** So, our Village hall knows they can rent it out after? **Haba:** Yeah. **Hardin:** I'd like to thank you publicly for the repairs that's going on on the corner of Lynbrook and Forbes. It's been at least two years in the making. You do know that the counties out there now, right? **Haba:** Yeah. **Hardin:** Did they tell you what the problem was? **Haba:** No, I did not hear on that. **Hardin:** An engineering marvel, someone when they were putting in the sewer. Someone came along and it was time to put them to the poles in. So they dug a hole and they ran into the sewer. Oh my, so they dug a hole in the sewer pipe and put the poles through the sewer. **Haba:** Well, that's the same thing with the gentleman at 7209 Lynbrook. The gentleman, Mr. Manesh has that problem. **Hardin:** That's it. **Haba:** Yeah, we knew that was a problem. **Hardin:** Yeah. **Haba:** Oh yeah, we are well aware. That was the AT&T we believe that sunk that pole. So, we're having the County do the work. But, you know, that comes out in a fund that we give. But that money should be reimbursed by AT&T. We're also trying to get them, I talked to the Engineer a couple times. But we're going to let them fix his driveway. And recoup that money also from AT&T. **Hardin:** He's very happy it's been years. **Haba:** Yeah, he was very patient with it. And, you know, we talked about it. And we were down there about three years ago with Ted. They came down and (inaudible) the County, after we talked to them. To see what the problem was. And we revisited it just, you know, five months ago. They had a change of leadership there. He got stuck in the back somewhere and they came upon it. So, they knew what the problem was immediately. But they never thought, yeah, we after they took the (inaudible). They had new leadership and foreman's or whatever and they never got back. **Hardin:** I just wanted to say thank you. Everyone's very, very happy. **Haba:** Yeah. **Hardin:** Because he did lose a portion of his drive. **Haba:** Yeah. **Hardin:** So, thank you. **Warren:** Any other questions? Okay, maybe we'll hear from our Finance Director.

Finance Director, Thompson | **Thompson:** Thank you, Mr. Chairman. I just wanted to say the Finance Department submitted the closing of July's financials today. Reflective of the close we started the year at \$330,000 in the general fund. The unexpended balance we closed with by the end of July was \$505,000. After a conversation with that \$403,000. Cash in all funds, we began the year at approximately \$1, 037,000. We ended at the end of July with \$1,256,000, after encumbrances on the books we have \$1,084,000. But that's complete, you can take a look at our reporting there. And we'll be forging into August, hopefully we quickly close August. To get

those are submitted to Council as well. On the work session, there's that annual tax budget. It's a document we do every year that we have to submit to the County. What I like to do is always try to give you a narrative on what the purpose of the tax budget. And it is pretty much in the three steps or three explanations here in the F.Y.I. The tax budget is prepared by the municipality it allows the Auditor of the County to set property tax rates. If you remember year to year, we have to accept those tax rates resolution. So, that's what it sets for. It allows the municipality to participate in local government funding. And last but not least, it sets a Certificate of Estimated Resources. In the Estimated Resources report it can be changed by will. So, it's a lot of flexibility to go back to change the report and submit it back to the County. So, I can answer questions on that. And we're also working on with the recent Councilmatic action. We're entering a lot of new payroll information; we're getting that done. And I know the last budget was 75%. So, hopefully we can meet, or I'm prepared now to round out the year with my projection for 2024. And hopefully we can get into some discussion on that at some point. Maybe a finance committee meeting and at this point, I can answer any questions if you like. **Hardin:** Two questions, when will you have those numbers so we will set the finance meeting? So, that we can appropriate those final funds after we get... **Thompson:** Considering we did that payroll matter. That gives me a chance to really set where it's going to be. And of course, up to this point Council has given me the directive 25, 50, 75. So, I think at this point we need to round out together. I'll put a template together and those numbers should be in for the year. We can have that discussion. **Hardin:** So when will we get that? **Thompson:** I'm working on it, considering I have one staff now. But I'm roll up my sleeves. I'm going to be processing the payroll until we get a candidate in in the office. Just safely say, I would say for me to round out that number for 2024. Which is the end of this year, maybe about three weeks. And I've been in discussion with your safety forces. More so with the Police Chief. We're going to be meeting the next couple of days to kind of review this budget together. So, we can go ahead and set a date for at least the Police Chief to discuss his 2025 budget. **Hardin:** Okay, so now you said... let me slow it down so I catch up. So, we can look forward to getting information from you in three weeks. That's going to put us in November? **Thompson:** Well, we have to round out and get the whole year's budget now. It will take us to the end of the year. **Hill:** That's what she's asking you. **Thompson:** So, yeah, three weeks. **Hill:** So, we approved the budget through September 30th. We're now down to almost the end of October. **Thompson:** Yes. **Hill:** Are you going to have sufficient funds in all of these line items to operate into November? **Thompson:** No, I won't be able to operate all the way through. **Hill:** We don't want to operate in the red. So... **Thompson:** Right, so we need to meet to pass additional appropriations. **Hardin:** Yes. **Hill:** So, we're going to need? **Thompson:** Yeah, my conversation was more like, you know, we need that pre-meeting to move on the 75%. But also, I'm working on rounding out the end of the year. So, top priority is to meet to move on from the 75%. **Hardin:** That was why I was slowing you down. Okay, got that part. Now, Councilperson Matlock has made a recommendation to... I'll use the term rebate. As it relates to property taxes, one more time. **Thompson:** I did provide her with the exact report from the County. I don't have in front of me. I think it was about, they projected what the new revenue would be. From our increase assessment on the properties here. **Hardin:** Yes. It's about \$57,000 and also you have to take into account. I think our collection rates is like in the high 90s, which would be the true number. But they gave me a preliminary projection that the new revenues collected for next year would be approximately \$50,000 to \$56,000. That was the projection just to estimate. **Hardin:** Okay, and you said you gave that to the Council lady already? **Thompson:** Yes. **Matlock:** He did send it over; I will forward it to you. Can you forward it to all of us. **Thompson:** I had all

members on there. **Matlock:** All the members should be on that one. **Hardin:** Okay, so we'll know what to ask. **Thompson:** Yeah. **Hardin:** Okay, all right. **Warren:** First of all, more importantly, for now. When would you be prepared to have a meeting so that we can keep the Village open. **Thompson:** Friday next week? **Davis:** But I think we need, I mean, we need the reports. So, all the reports so we know how much money is actually in there. (inaudible) the end of September, but this is only till July 31st. **Thompson:** We going to forge it tomorrow for August. So, I think both months combined, like two weeks. **Warren:** Well, let's say that our next Council meeting would you be prepared? And would you still have money for the next two weeks? **Thompson:** Let me go back and evaluate my reports. In the next two weeks I can have at least that August report. **Hill:** Yeah, but in addition to having the reports. Will you have enough funds in all your line items? **Thompson:** I'll go back and assess my report. **Warren:** That's what my question was. **Thompson:** I'll go back and access my report. **Warren:** And then you again, you should let us know immediately. Because we have to get together, all of us, to pass it. And if we don't get enough people to just do it by suspension. Then it's three meetings and that drags out even longer. **Hill:** What you can provide us in the meantime is an up to date bank statement. **Thompson:** Okay. **Hill:** So, we know how much funds are in the actually account. **Thompson:** Okay, no problem. **Davis:** I was just looking at the back page of your statement of cash positions for only up to July 31st of course. But I wanted to know why did we only get \$2,358 from Pettiti, which is making lots of lots of money. Compared to our Family Dollar giving us \$41,000. **Thompson:** Yeah, you keep in mind, these funds are based on the TIF language that we did the incentive deal for those companies. So, it's kind of it starts out on the projection of what improvements they do on the property. So, that's why these numbers are variable and they're set by accounting. So, we don't actually set this once we submit the TIF application. That's why you get the various numbers for the income from those two funds. **Davis:** So, do you know why Pettiti is so low? I mean, did we set it that low? **Thompson:** This won't be the total income for the year. It's going to increase next year. It's that low right now because it's just like based on the first collections from the property taxes. It's definitely going to go up and you always have to go back to the original agreement of the TIF. To get a holistic view of the amount of the TIF. And we can bring that back before Council to show you that. **Davis:** Okay, I don't remember Pettiti's, usually our TIF'S last anywhere from 5 to 10 years. Pettiti's has been there forever. So, that's why I wondered why they were low. **Thompson:** TIF came into play a little later. Pettiti's has been here of course for years. But it's the timing of the TIF when it was put in place. **Davis:** I would like to know what we gave to Pettiti's, if you can. That's a very, very low amount for all the money that they make. **Thompson:** Yeah, it's not based on their income. **Davis:** I understand, there's only a handful of employees and they have more than the Family Dollar. And Family Dollar is giving us \$41,000. **Thompson:** If it's on record in the legislation, I will get it to you. **Davis:** Okay, I appreciate that. And also one more comment, the fraud, remember all employees in the Village had to go take a fraud class online. **Thompson:** We turn all of ours in. **Davis:** All our employees have that? Are you responsible for collecting? **Thompson:** We turn them all into the Clerk. **Davis:** Are all our employees are covered? (inaudible). **Davis:** Okay, thank you. **Warren:** Do we have anybody from the Engineering Office? I don't see Matt, no, okay. **Matlock:** Tommy, do you know when, or do you have any idea when they're going to start that project on Tryon Road? **Haba:** No, they had a pre-conception meeting... we had a board control meeting on it a few days ago. So, I don't know when it's suppose to start. **Matlock:** Okay, I just want to know when. I know they were supposed to go from Richmond to Jean. **Hardin:** Tommy, I talked to the resident that's concerned about the entrances and the trash. We talked about the

light that's down. You and the Police Chief we're going to deal with that. The utility pole or whatever that's down. **Haba:** I think you're talking about the big sign that's down? **Hardin:** No, it's a light fixture, remember, as you go on to 271 at Forbes and the freeway. **Haba:** We called the state on that, and they didn't come out. I think we... **Garratt:** Which light fixture you're talking about? **Hardin:** It's the actual light, it's laying on the ground. It's been there for about a year. **Haba:** It's on the freeway, though? **Garratt:** It's on the northbound exit ramp? **Hardin:** It's just as you get on the freeway, it's been a long time. **Garratt:** I'll ask the Engineers if it's actually in Bedford. On our side of Forbes Road from the middle line over it's Bedford. Up until you get to Lexington Parkway which is first place. But either way, I'll let the Engineer, it's a crazy line over there. **Hardin:** And I was asked, I'm going to, if you don't mind. Write a letter to ODOT as it relates to the maintenance of that getting on the freeway. It's always filthy there coming down the down the ramp, papers everywhere. **Garratt:** Northbound? **Hardin:** Yes. **Haba:** We did calls about that side last week. And they said they would take care of it. But they knew about it before, they must have forgot about that. Big green sign on the small triangle by Fair Oaks and Forbes. **Hardin:** Yes, and I'm sorry one more. When you're coming in to Oakwood just before you go up on the ramp to get off at Forbes. There has been several accidents and the guardrail is all screwed up there. (inaudible) will take care of that. **Hardin:** Somebody need to let them know. If it's Bedford who's taking care of it? **Garratt:** ODOT. **Hardin:** Are we going to notify ODOT? **Garratt:** Bedford needs to notify ODOT. **Hardin:** Could we notify Bedford to notify ODOT? **Garratt:** No, we can notify the Engineers and they can notify their engineers. **Hardin:** Okay. **Garratt:** They generally come around every Spring, because (inaudible). But they generally come around and does their inspections and fixes the guardrails in the Spring. **Hardin:** Okay, well, in the meantime, could we make sure... come winter they are going to tear it up again, is that your point? **Garratt:** That's the point. **Hardin:** All right. **Garratt:** But unless it is a hazard or not doing his job as a guard rail. **Hardin:** Okay, but it is important because that's that split in the road. **Garratt:** Right. **Hardin:** Okay, all right, somebody notify somebody going east, west, north or south that we need those two things taken care of please. All right. **Haba:** (inaudible), when they were looking at the line. They messed up some of the grasses and we fixed (inaudible) in peoples driveways. But I call them last week and they said they're aware. And they're just waiting until it's dry out. And (inaudible). **Hardin:** Well, the reason it's coming to light is because for so it's very nice. So, we're trying to keep it nice, thank you both. **Warren:** Okay, can we hear from our Law Director.

Assistant Law Director, O'Leary | O'Leary: We do not have a report for this meeting. I'm going to wait for Director Climer to come back and share any updates. **Warren:** And that concludes, unless Mr. Cirincione has anything? **Cirincione:** Nothing at this time. **Davis:** I was told the Grey Brothers were brought to court. Their court day was today, is it not? **Cirincione:** It was. **Davis:** It was today, okay. **Cirincione:** It was set for trial in December. **Davis:** Okay, thank you. **Cirincione:** And I mean, we are working with Grey Brothers to try to get some kind of resolution acceptable to the Village. But at the moment, it's set for trial. And so we didn't want to delay it getting set for trial. So, at least we have a trial date. So, we're goign to try to get this resolved one way or another. **Davis:** Okay, thank you.

Ward Report

Councilwoman Hill: No report at this time.

Councilwoman Davis: No report at this time.

Councilwoman Matlock: No report at this time.

Councilwoman Hardin: No report at this time.

Councilperson Scruggs: No report at this time.

Committee Report

Fine Arts Committee

Councilwoman Scruggs: We are preparing to end the 2024 year. And we are excited about a lot of the activities that are being planned. And we need some help, some bodies. To kind of make sure that the activities that are going forth. Reach all of our demographics, but also that we can have some fun. So, if you have a little bit of time that you can donate. Please make sure that you see Ms. Carlean, our Recreational Commissioner. And we want to make sure that we get you on the list. So, that we can let you know the areas and the activities that are going on. Something that might be of interest to you. And we also want to get your ideas as we begin to plan for 2025. We want to make sure that we are not waiting until the last minute to kind of plan things. And that the community knows what's going on well ahead at the top of the year. So, if you have any ideas, things that you are interested in doing. Please share those ideas with Ms. Carlean or myself. Or any of your ward Council members, and they will make sure that we get that information. But we're going to try to make sure that we get that on the docket to be approved this year for 2025. So, that concludes our report.

Health Care Committee

Councilwoman Hardin: I'm the chair of the Human Resource and the answer is nothing to report, thank you.

Utilities

Councilwoman Matlock: There's nothing to report, but we are setting up a meeting with the concerned veterans of Northeast Ohio. And if any of you are veterans, please come out and support them on November 23rd, it will be held at 10:30 a.m. at the community center. And basically what the Veterans of Northeast Ohio, basically their mission statement is they are concerned Veterans of Northeast Ohio, Inc. They were established to provide a system. In which veterans can use to communicate, network, and explore methods of reaching out to fellow veterans in their in each community. Who are not aware of services and benefits afforded to all veterans. As well as to provide avenues for getting their benefits due to them and their families. In Cuyahoga County and surrounding counties in the state of Ohio. I thought this was kind of good for the veterans to have this information. There's a lot of programs that are now set in place that a lot of veterans do not know that they qualify for. This would be such as housing, it would also be as far a disabilities. A lot of individuals with veterans don't understand the disability ratings. How many times or how they can apply for disability. Some think is just one disability. No. If you have several disabilities, this is something that they can apply for. You have individuals on this board from the DAV, the commissioners, all of them will be in attendance

here. So, if you have any questions regarding any programs or any anything that you need, services, benefits that you would need. Please feel free to come here if you are struggling trying to get to 100%. Please come because they do have individuals that will be there that will help you get there. If you know of any other veterans who are having issues rather young or old. Please come or have them come to this event. Which again, is going to be held November 23rd, 10:38 a.m. at the local community center. Not only is it for veterans, widows, or spouses of veterans. Because a lot of them have benefits, but they don't know that they have benefits. They don't know these benefits exist for them. So, I thought this is something that would be good. I came up with it after my dad went, and property taxes... you know how they assessed them, and the property taxes went up. We found out since he is a 100% veteran. That they assisted with those property taxes. They don't have to pay them because he's hundred percent VET. So, it's something that you really need to look into. There are a lot of different programs out there now that they change all the time with veterans. And they don't tell veterans about these programs. The government don't tell them, so it's just to assist them, okay.

Economic Development/Grants Committee

Warren: I chaired a community Economic Development Committee, and we don't have a record at this moment. What we're waiting on is to find out where we are financially. The thing we are doing is maybe bringing in other businesses. There's a business wanting to start in Oakwood Village over its first place. And so we're going to have a meeting to discuss that. But it's no money out of our pocket. They're just asking us for some financial assistance through the government. That doesn't come from us, but we allow it to happen. Which is a TIF, Tax Increment Financing. So, hopefully by the next Council meeting. We will be able to act on that business moving in to first place with the request that they have for the assistance that can be offered.

Safety-Service Committee

Davis: I'm Chairperson of Safety and Services. And if you have any problems or anything that you are concerns with please let me know. But otherwise we have no meeting at this time, nothing to report.

Tax Incentive Review Council Committee & Finance Committee

Williams: I chair the Tax Incentive Committee. Once the Economic Development Committee meets, then we will meet. We have not met yet at all. And then I chair the Finance Committee. I don't have any additional report yet. We have our Finance Director here and as soon as we get those reports. We will reconvene and submit another budget.

Warren: Thank you, and now that we have all our reports. I will open up the floor for public comment. Please state your name and address, sign it. There's a paper up there on the table, please sign in and let us know so we can identify you.

Open Floor Comments

Ben Sizemore, 2509 Garden Road, Sizemore: Oakwood is always hollering about money. Which most of the businesses in this country do mostly. And I don't know if it's ever come to

your mind. You've got and a lot of guys, even on my street that belongs to the trades. Which I also belong to a trade, and my two neighbors are also. They have these big meetings and Las Vegas, stuff like that all over the country. And I did not know if y'all ever thought about sending... like umm I'll just use, sorry John. But these are like guys that's like John, Jimmy, or even the both. To go there and sell the Village. I mean, you don't hear nothing about Oakwood Village. You hear about how they like putting it down a little bit. And it kind of rose me a little bit. Because I grew up around here and went all through the school systems here. And it's a great place to raise kids. And a lot of places you don't find a community togetherness like we have on our street. Our street is just phenomenal. You know, we've got good neighbors. Just keep an eye out for each other and stuff like that. But I just wanted y'all to maybe kick that can around a little bit and see what you thought. Because I noticed when they sent me, the city didn't. But when I used to be a labor man. They sent me into Vegas and I was there with my boss at the time. And I met a lot of companies, which they were looking for places to go start in the surrounding states, and Eastern states like Ohio. And Ohio, is one of the greatest states around. It's here, you've got the best labor pool there is in Cleveland. At one time, I tried to push for getting that program started on Golden Oaks or one other street there. To get carpenter trades to come in and start working with these kids a little bit. And change in their attitudes, because I've tried to change it at the high school. You can't change it at the high school because the kids, their other friends see them and they go into a different mold, you know. But if you go out to like a welder school, electrician school, stuff like that, and just rotate it every once in a while. It's just like with Ford Ford put all that money into Bedford High School. At one time they had some of the biggest machines, they can build a car in Bedford at one point. And yet, it has gone to hell in a handbasket. It's kind of sad, but what it is, all around this area here it's a great area. It just needs to be picked up and everybody dust themselves off a little bit. **Warren:** Makes a lot of sense, even when I was in high school. We had the machine shops, we had carpentry shops, we had trade shops. And then thanks to you baby boomers, everybody wanted to be a college graduate. Everybody want to wear a shirt and a tie. And all of a sudden the trays were abandoned for... And right now, I'm indirectly involved with the construction. The construction business is so in need of tradesmen and workers. That the unions don't even bother nonunion jobs in downtown Cleveland. As a matter of fact, they got to let nonunion contractors work. Because they they can't produce the workers. They begging for people to go into their trade schools and and they just can't get the people. After the pandemic, it sort of changed the work ethic of some people, you know. And everybody wants to work from home. Nobody want to work with their hands or not as many I could say. **Sizemore:** We handled most of the motion picture business in Ohio of the local (inaudible). We do a lot of shoots of centers around surrounding areas. And they don't have... they have to bring them in from other states Michigan and Wisconsin. The surrounding union states are bringing them to get these guys to work. Because these kids today, all these kids today can sit around and take a computer a part. You know tell you all about it. But you get up to bend a nail or finish off some concrete, they have no idea. They really need it bad and that's something I think y'all need to really look into. It there and you've got a good pool of people. And you know, you see how it is (inaudible). They got all that land and it's totally empty. They just put all the buildings up and then now they're on a wish list. Seeing how many people think they get to occupy that. And we've got that piece of ground there next to the freeway. But there's a lot that can be done. And I just think you need to dust yourself off a little bit and think a little bit about that, I appreciate it.

Laurie Hoover, 7379 Macedonia Rd. | **Hoover:** I just want to know what's going on with DCOMM? **Cirincione:** We've been in the process of, I spoke with the Mayor, too. We took a couple of trips out for the past couple of weeks to look at those properties. Last week we were told that they were going to move to spools. And that happened on one side of Macedonia Road. But didn't happen close to your property. I specifically went to see whether those spools were going to be removed. **Hoover:** I wasn't able to stop by there on my way here. But are the spools and tension wires on the other lot still there? They were yesterday. **Matlock:** Yeah, they were there today. **Cirincione:** I was there yesterday... **Marinucci:** But I have researched, there's nothing in our codes that deals with high tension lines. So, that's not in the Oakwood Village ordinances. well, I mean, they might be in the Ohio Revised code. I think the major questions is (inaudible) and storage. **Hoover:** It's on residential property. **Cirincione:** It was zoned residential when they first came to the Village. They were told that there should not be any activity on those residential lots. That was approved specifically for them to push their operations towards Broadway, which was the zone business. So, we're in the process of trying to figure out what remedy there is. Whether it's a civil remedy or whether it's a criminal remedy. And they ask that the Building Department give us the minutes from that meeting in 2023 or earlier 2000's. You were at the meeting, as I recall you listening to the people that presented. **Hoover:** Right. **Cirincione:** What they said they were going to do. **Hoover:** Right. **Cirincione:** So, right now, we're looking at what our legal options are. Is it a criminal case? It may or may not be. Is it a civil case? More likely and... **Warren:** Can't we pursue it in a civil case and then if we see that there's some criminal element there. That we can also go into the criminal case? **Cirincione:** Well, I think what we need to do is... and this is just my theory and I have to talk to Jim. Jim and, you know, Sam, to review this, to see. We may have to seek injunctive relief in that Common Pleas court of Cuyahoga County. **Warren:** And the problem I have is that we've been talking about this for years, and now you're in residential properties. And so the first thing that we would do is to cite them. Have they been cited yet? **Cirincione:** No, they have not. **Warren:** Why wouldn't they be cited already? **Cirincione:** Well, that's all one parcel since it's been consolidated. **Warren:** Well I'm talking about having the stuff on the residential property, you're not supposed to do that. **Cirincione:** And we've ordered them... **Warren:** And so why haven't we cited them for having that on residential property? **Cirincione:** Not sure, we need to take a look at the minutes and decide whether civil action or criminal action is the best way to go here. I mean, I (inaudible). **Warren:** Well, the thing is that we just want to stuff moved. And the thing is that they're in noncompliance with the codes in the ordinances of the Village. So the question becomes, again, why aren't there cited? We could cite somebody's for not having a license tag on their car in their own driveway. But we can't cite someone for illegally storing commercial property on a residential lot. Because I had a big argument with the Mayor. This is what this is coming from. **Cirincione:** Okay, we're trying to decide whether or not we're going to go to civil or criminal. We will address it... **Warren:** How long would it be before we make that decision? Do you have any idea? **Cirincione:** In next couple weeks. **Warren:** Okay, Council Clerk, do you have the minutes? **Davis:** That's Planning Commission, I think you're looking for the planning Commission minutes or whatever. **Cirincione:** Planning Commission minutes, so yeah, I mean, we will report back to you. When Jim gets back, we'll talk it over with Sam. And it's, we want to be careful. Because we have a corporation that's got some money. I want to make sure that we and they're based in Texas. **Warren:** But the corporation that got some money. Doesn't matter if they're in violation of something just to give them a... **Cirincione:** And I understand that, I say that only because... **Warren:** I'm just saying citing isn't even court.

Cirincione: Citing is court, we're going to go to court. I'm not going to recommend we cite somebody. If we're not ready to go to court and win the case. We have to make sure we've got the evidence, the testimony, and the law behind us, okay. **Warren:** So, the evidence is there's spools on residential lot, so we got that. **Cirincione:** Well, I'm telling you that there's a remedy, I'm not quite sure which one it is. **Warren:** No, I'm just saying, you said you have to have evidence. So, the evidence is they have spools on residential lots. **Cirincione:** They currently have... **Warren:** So, that's evidence, right. So the other two items that you've got to work out. **Cirincione:** Right. **Warren:** I'm just hoping that the Mayor isn't dragging this out. **Cirincione:** Well, the Mayor doesn't tell me... **Warren:** Well, I understand that, but he and I had a huge conversation. **Cirincione:** And I know you've dealt with me and my firm for years. **Warren:** I understand. **Cirincione:** You know we don't play games when it comes to the law. **Warren:** Right. **Cirincione:** We're not playing games with this. **Warren:** Okay. **Cirincione:** I want to make sure we win. I don't want to put this Village in any kind of jeopardy for a claim that we somehow did something incorrectly. That's why I want to see the minutes and decide which way we're going. **Warren:** Okay, well, we'll know in a couple of weeks that process. **Cirincione:** Yes. **Warren:** Okay. **O'Leary:** For my part, I just have to say I'm obviously getting up to speed on this issue. But based on the conversations with our Prosecutor and Law Director Climer. If the appetite and strategic desire is to go for civil litigation. And if that's what makes the most sense for the Village, you know, certainly I'll have to if that's, you know, the preference. **Warren:** I agree. **O'Leary:** And I'll be able to contribute to those efforts. **Cirincione:** And so, you know, one reason that I said the possibility sue. Some times the civil action has an advantage over the criminal. Because we can go in immediately for injunctive relief and say this a violation, Judge. We want an order ordering them to immediately remove theses. Criminally, you're run into more procedures. **Warren:** And that's not even necessary. All we want is to stuff moved. **Cirincione:** Well, they're refusing to move them. So, I have to look at the appropriate remedy. **Warren:** Okay. **Cirincione:** We'll work together, too. Obviously, Sam can take a look at what the best course of action is. And when Jim gets back. **Warren:** It was alleged that they may be moving out. **Cirincione:** Well, you know, it's it's like everything else. **Warren:** But in that response, I said well, tell them to move the spools on their property. Then when they are ready to move, move. That wasn't to you. I'm just telling you, that was a different conversation. **Cirincione:** I don't disagree with that approach. **Warren:** I know you don't. **Cirincione:** You're either going to agree to follow the ordinances and comply. And if you fail to do that, you want to leave and take your business elsewhere, see you. I mean, because first of all, everybody makes promises about what they're going to do. Then they get what they want and stuff leaves off. So, I mean, I understand it. And I understand the frustration of Council. **Warren:** Well, it's an inconvenience of our residents, too, you know. **Cirincione:** That's why we drive past it and see if they have done what they said they were going to do. They haven't done it. **Warren:** Okay. **Cirincione:** And so, you know, we'll have an answer for that. And unfortunately, right now, it points towards probably litigation. Because we've tried to get in contact with their principals and they're not moving. **Warren:** Possibly could you make or maybe we can make a suggestion that every 2 or 3 days someone go out there. Maybe the building department sends their guys to take pictures. Then we can document that it hasn't been moved, just to take pictures of the site. **Marinucci:** Certainly I would have (inaudible). I think they're going to move on, okay. But that's (inaudible) until it gets resolved, but that's down the road. But they did take portions of the spools and they moved them. I was at the site the day after the last meeting. The very next day, I went out with the Engineers. We didn't know exactly where the cut off line between a general business and

residential. But when we laid it out and found it, the majority of that back end of the site is residential. And so, they really didn't (inaudible) because they did move portions from one point to another point. But where they moved it is also in violation. So, this is going to be resolved one way or the other. But down the road, if you want that property to be functional. You're going to have to get the zoning change but that's down the road. **Hoover:** I have two more question, I am not sure if it is for the Building Department or the Police Chief. What ordinance do you have for signs? Does it have to be 30ft off the center line? **Marinucci:** I don't know the answer (inaudible) signs are covered and our ordinances. **O'Leary:** I'm sorry, I think there are some some noises going on in the back on a couple of different fronts. I apologize, you're asking about sign ordinances pertaining to? **Hoover:** Any signs. **O'Leary:** Any any type of signs. **Hoover:** For sale signs, I know political signs there's really no... it trumps any city if I'm not mistaken. **O'Leary:** So, I'll just start to handle this one. And if folks want to chime in, by all means. But but so in general, signs are regulated by type. And so there are, you know, as you mentioned, political signs and things like that. There are also, of course, billboards and very large commercial signs. So, what I'm saying is within that chapter of ordinances. Or those those several chapters of ordinances. There are regulations pertaining to all manner and kinds of signs. Recently, fairly recently, within the last five years or so. The Supreme Court of the United States has weighed in on this topic. And frankly, restricted the ability to some extent of local municipalities to regulate signs in ways that they had previously been able to do. So basically, the Supreme Court reiterated or reinforced the notion that sign regulations really do have to be content neutral. So, what that means is, you can pass laws about the size of the sign, about placement of the sign, about how long a sign can be placed, you know, in in a yard or something like that. But when municipalities, previously a lot of municipalities had codes. That consider types of signs like it's a real estate sign, it's a political sign, it's a, you know, school sports sign or whatever, right. And what the court was saying was, if you have to read the sign to enforce the rule. The rule is probably unconstitutional. So, we have code on the books that speaks to signs. **Hoover:** What is that? **O'Leary:** Well, I guess what I'm saying is, it totally depends. So, like, what's the situation that you're looking at? **Hoover:** There a (inaudible) in the roundabout between Glenwillow and Oakwood. There is a political sign in the Village right away on the north west corner. **Haba:** I haven't seen it, but usually... **Hoover:** It's like close to the sidewalk... **Haba:** Usually of it's on public property like that, you know, we would take it down. Sometimes I'll leave it at this point of the election for a couple of weeks. But yeah, we usually go around and if we see someone... a lot of time looking for workers or stuff like that. They put it on other people's property or on a roundabout. So, we'll take it down if we see it. **Hoover:** So, you don't have an ordinance that it has to be like 30ft off the center line? **Marinucci:** I think our ordinances are online. **Haba:** I'm not sure what our ordinance says. But if it's not on your property, you have no right to put it down. But usually for political signs we let it go for a couple of weeks before. **Hoover:** Okay, and then my other question is, what's going on with the farmer's market? **Marinucci:** I have no clue. **Hoover:** Nothing? No one? Because all his equipment is still there and so I was wondering, okay.

Dan Cagwin, 7520 Macedonia Rd., Cagwin: I was in there almost a year ago. Somebody got up there and was talking and talking, talking. And my back started hurting and I left. But I have a suggestion and I have a question. And that regard is solicitations at the homes. Last fall, I got a knock on the door and I opened the garage. I have a no solicitation sign up near the road. So, I

left between my garage door where I'm standing and the door to the house. I got a big no solicitation. This young man is holding and I had to laugh when Eloise Hardin mentioned AT&T. Because this young man has AT&T shirt on and he has a hand held computer. He starts rambling about improvements of fiber optics. And I said, do you not see the sign? No soliciting. And he says, I'm not so soliciting. I said, you're lying to me. I said, you're not standing here telling me about all the improvements of AT&T without trying... So, I told him, get off, get out of here. Now, the first question, could I have had him prosecuted for trespassing? **Garratt:** Can I interject? **Cagwin:** Sure. **Garratt:** You absolutely can, you can call us and what we'll do is we'll come down. It's not necessarily for trespassing, it would be for illegally soliciting. And that's going on your property, we do that several times. We get it several times throughout the year we'll get people that do this. And it takes us sometimes a day to catch up to them because they disappear. If someone do tell them to get off the property, they'll switch to the next street. We will cite them though. **Cagwin:** About a month ago and a man comes to the house and my wife answers. And I forget now what he was soliciting for. He was from Beachwood and he gave her the card. So, I came up here for the week or something, I think it was Officer Pereira. I talked to him and he was really nice. And he asked me if he could have the card. He said he'll make a call and put a scare into him. But my suggestion is, that it's time to make an ordinance for illegal solicitation altogether. The way I understand it now, they have to get a permit. See the man that lives on the left to me. I'm old as dirt, but I still got most of my faculties, although some people don't agree. But he came over the next day because he wanted to know what I told him. This young man they asked him for his phone bill. He asked him for his license. If you sit and watch the evening media. You'll see time and time again the older people especially, who don't have all their faculties. Will give them this stuff along with the ones that comes and present themselves as something. And force there way in, all the way up to murder. So, I think it's time that Oakwood makes an ordinance. No soliciting whatsoever and should be posted and I'm sure the prosecution's (inaudible). That's basically what I wanted to offer. **Garratt:** Well, do this, don't answer the door, call us. You know our response time is usually less than two minutes, please call us. That's why we are here, we're here for you. We're here to get those people off. **Cagwin:** I would like to express how grateful I am for the Police and the Fire. In fact, I told my wife the other day. I think when they get a 911 call for ambulance. They just start the out towards my house. (everyone laughs).

Butler:: May I say something to you all? I belong to AARP, our baby boom generation is the largest generation in the history of American. And they said five years ago for us to get ready. Because by 2034 we would be the target of scammers and frauder's in the United States and out of the United States. (inaudible) because I have been, I have been. But one of the things I don't do. I don't open my front door. I don't even open the garage door unless I know who it is. And so sir, I would say you have to start taking precaution. They walk up and down our streets all the time. **Hardin:** I guess what I'm hearing. We currently do have a solicitation by permit. So, maybe it is time because we're in a whole different era now. **Garratt:** That's something you'd have to talk to legal about if you can allow that. **O'Leary:** Yeah, there are some issues as laudable as the goal is of preventing that kind of activity and it is a good one. There are some issues, unfortunately, with a law that would blanket prohibit people from walking up to your door basically. And so, you know, examples of that are, for one, you know, political speech. And I know this isn't exactly what that gentleman is talking about. But for better or for worse, the courts have decreed that people are still allowed to walk up to your door, knock on it, and if

you're willing, have a conversation with you about politics. **Warren:** What if you have to get your petition signed? **O'Leary:** Correct, and some of us have been in that position of trying to circulate petitions. Or, you know, gather signatures for an issue or a cause. Similarly, you know, philanthropic, you know, requests for donations to two different things are also kind of shielded from that. So, we can certainly potentially take a look at the existing anti solicitation ordinance language. See if there's anything that we can do to tighten it up. To make the process a little bit more onerous for the folks that have to get the permits. Or, you know, make sure that they're, you know, complying. And if they don't, the penalties are stiff enough to provide them a disincentive for not complying. We can absolutely look at those things. But unfortunately, you know, the reality is that. It is, you know, incumbent upon all of us to take certain precautions if we really don't want to have any of those kinds of interactions at all. You know, we need to take our own individual actions to prevent that. Whether it's the video doorbell cameras. Whether it's, you know, not answering or opening the door for folks that we don't know, you know, all of those things. But yeah, we can certainly take a look and see if there are things that we can do. But... **Cagwin:** Are you saying that if you have the no solicitation signs that they can still legally approach your door? **O'Leary:** Yes, so for certain things. So, not for commercial solicitation. **Cagwin:** Okay. **O'Leary:** Yeah, I was going to say if they're trying to sign you up for their church. If they're trying to sign you up for their political party. If they're trying to sign you up for, you know, a Red Cross blood donation drive, those kinds of things. Those would all fall out outside of that law. **Warren:** The initial thing probably is just door-to-door sales. That could be something that's palatable to say, door-to-door sales. **O'Leary:** Yeah. **Garratt:** I agree with Sam that the case law is not in support of totally banning people from accessing property. If it was a total prohibition, I think that's what (inaudible) the rule that came up you have to post it. You can let them know that it's a violation for them. But if the sign is up, I think the law is that you cannot try to prosecute someone for knocking on your door. **Cagwin:** In other words, are you talking about putting up posters saying no trespassing? **Garratt:** Well, generally we have... **Cagwin:** I mean, I think it goes on down the line before because I had a problem with a neighbor. I put up across the front no posters, no trespassing. (Chief Garratt gave residents at the meeting no trespassing stickers). **Cagwin:** This is insanity. **Garratt:** That's the one that we can enforce. **Cagwin:** I mean, that's insanity that you can prohibit. **Warren:** But the thing is intent, so if it... **Cagwin:** With what's going on in society today. **Warren:** Any other questions or comments? All right, we'll cross the floor for public comment.

Floor closed

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

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

MOTION PASSED

Entered Executive Session at 8:35p.m.

Motion to adjourn executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of the public employers made by Hardin seconded by Davis

YES VOTE: Warren, Scruggs, Hardin, Matlock, Davis, Williams
MOTION PASSED

Exited Executive Session at 9:22p.m.

Legislation

Climer: Proceeds to read legislation:

2024-107	A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE
Introduced by	AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION
Council as a	AND DECLARING AN EMERGENCY
Whole	
1 st read 9-21-24	
2 nd read 9-24-24	
3rd read 9-28-24	
Vetoed by Mayor 9-30-24	

Motion for the Reconsideration of Ordinance 2024-107 Pursuant to Charter Section 8.02(C)
Following Mayoral Veto for legislation 2024-107 made by Hill seconded by Scruggs

YES VOTE: Hill, Davis, Scruggs, Hardin, Matlock

NO VOTE: Warren

MOTION PASSED

Matlock: I would like to submit those numbers inside of that piece of legislation that we have with Dee. So, there's no discrepancy. **Davis:** So, they know exactly what it was. **Matlock:** Yeah, there's only a difference of \$8,733 from the Mayor's proposal. And what he said for \$47,058.33 versus what Council had propose was \$55,791.67. **Warren:** And it actually be less because we guessed at \$49,000. **Matlock:** We took approximately \$49,000. **Warren:** And so of course it would be less than that. **Matlock:** So, once Brian comes down to us. So, he knows that there is no discrepancy in the amount that he is to appropriate. It comes out to approximately \$8,733. **Warren:** Okay. **Scruggs:** \$8,703. **Matlock:** Thank you, correct. **Davis:** \$8,733. **Matlock:** I just want the record to read that.

2024-123	AN EMERGENCY ORDINANCE REQUIRING USE OF A TIME CLOCK FOR ALL
Introduced by	EMPLOYEES AND DECLARING AN EMERGENCY
Council as a	
Whole	
1 st read 9-21-24	
2 nd read 10-8-24	

Motion to suspend rules for legislation 2024-123 made by Davis seconded by Hill

YES VOTE: Hardin, Matlock, Davis, Hill, Warren, Scruggs

MOTION PASSED

Motion to adopt legislation 2024-123 made by Davis seconded by Hill

YES VOTE: Davis, Hill, Warren, Scruggs, Hardin, Matlock

MOTION PASSED

2024-125

Introduced by the
Mayor and
Council as a whole
1st read 10-8/24

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF TWO POLICE VEHICLES
AND ACCESSORY EQUIPMENT FOR USE IN THE POLICE DEPARTMENT FROM THE
STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE
PURCHASING AND DECLARING AN EMERGENCY**

Motion to suspend rules for legislation 2024-125(was 2024-WS-41) made by Davis seconded by Matlock

YES VOTE: Hardin, Matlock, Davis, Hill, Warren, Scruggs

MOTION PASSED

Motion to adopt legislation 2024-125(was 2024-WS-41) made by Hardin seconded by Davis

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

NO VOTE: Hill

MOTION PASSED

2024-126

Introduced by the
Mayor
1st read 10-8/24

**A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND
SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND
DECLARING AN EMERGENCY**

Motion to suspend rules for legislation 2024-126 (was 2024-WS-42) made by Davis seconded by Matlock

YES VOTE: Hardin, Matlock, Davis, Hill, Warren, Scruggs

MOTION PASSED

Motion to adopt legislation 2024-126 (was 2024-WS-42) made by Matlock seconded by Hardin

NO VOTE: Davis, Hill, Warren, Scruggs, Hardin, Matlock

MOTION DENIED/FAILED

Motion to adjourn made by Matlock seconded by Davis

YES VOTE: Warren, Scruggs, Hardin, Matlock, Davis, Hill

MOTION PASSED

Adjourned at 9:33p.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council