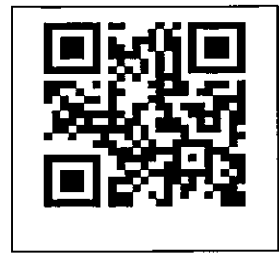


**VILLAGE OF OAKWOOD
WORK SESSION
February 25th, 2025
6:30 p.m.
AGENDA**



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-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-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
Council's Budget	Scruggs

5. Matters Deemed Appropriate
6. Adjournment

VILLAGE OF OAKWOOD

COUNCIL MEETING

February 25th, 2025

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
		Engineer	Matt Jones
		Recreation	Carlean Perez

4. Minutes- January 7th, 2025, Council Meeting Minutes

January 28th, 2025, Work Session Minutes

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

**** Second Proposed amendment to Resolution 2024-128 to be voted on by Council****

2024-128

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH

Introduced 10-22-24

FINANCIERE ESTEREL d/b/a TRESCAL, INC. FOR THE PROVISION OF A JOB CREATION

By the Mayor and

GRANT AND DECLARING AN EMERGENCY

Council as a whole

1st read 10-22-24

2nd read 11-4-24

3rd read 11-26-24

Tabled 11-26-24

2024-129 Introduced 10-22-24 By the Mayor and Council as a whole 1 st read 10-22-24 2 nd read 11-4-24 3 rd read 11-26-24 Tabled 11-26-24	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
2024-139 Introduced 12-30-24 By Mayor and Council as a whole 1 st read 12-30-24 2 nd read 1-28-25 3 rd read 2-11-25	AN EMERGENCY ORDINANCE TO MAKE PERMANENT APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF OAKWOOD, OHIO FOR THE YEAR 2025
2024-140 Introduced 12-30-24 By Mayor and Council as a whole 1 st read 12-30-24 2 nd read 1-28-25 3 rd read 2-11-25	AN EMERGENCY ORDINANCE AMENDING ORDINANCE 2024-36, AS AMENDED, MAKING APPROPRIATIONS FOR CURRENT EXPENSE OF THE VILLAGE OF OAKWOOD DURING THE FISCAL YEAR ENDING DECEMBER 31, 2024, AND MAKING NECESSARY TRANSFERS AND ADDITIONAL APPROPRIATIONS
2025-02 Introduced 1-28-25 By Councilwoman Hardin 1 st read 1-28-25 2 nd read 2-11-25 3 rd read 2-25-25	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.
2025-15 Introduced 2-11-25 By Mayor 1 st read 2-11-25 2 nd read 2-13-25 3 rd read 2-25-25	AN ORDINANCE AMENDING SECTION 127.02 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF OAKWOOD TO ALLOW FOR THE APPOINTMENT OF ONE ADDITIONAL ASSISTANT FIRE CHIEF AND DECLARING AN EMERGENCY
Adjournment	

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 Band ("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 Invalidation. 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: _____

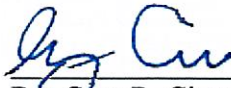
Date: _____

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

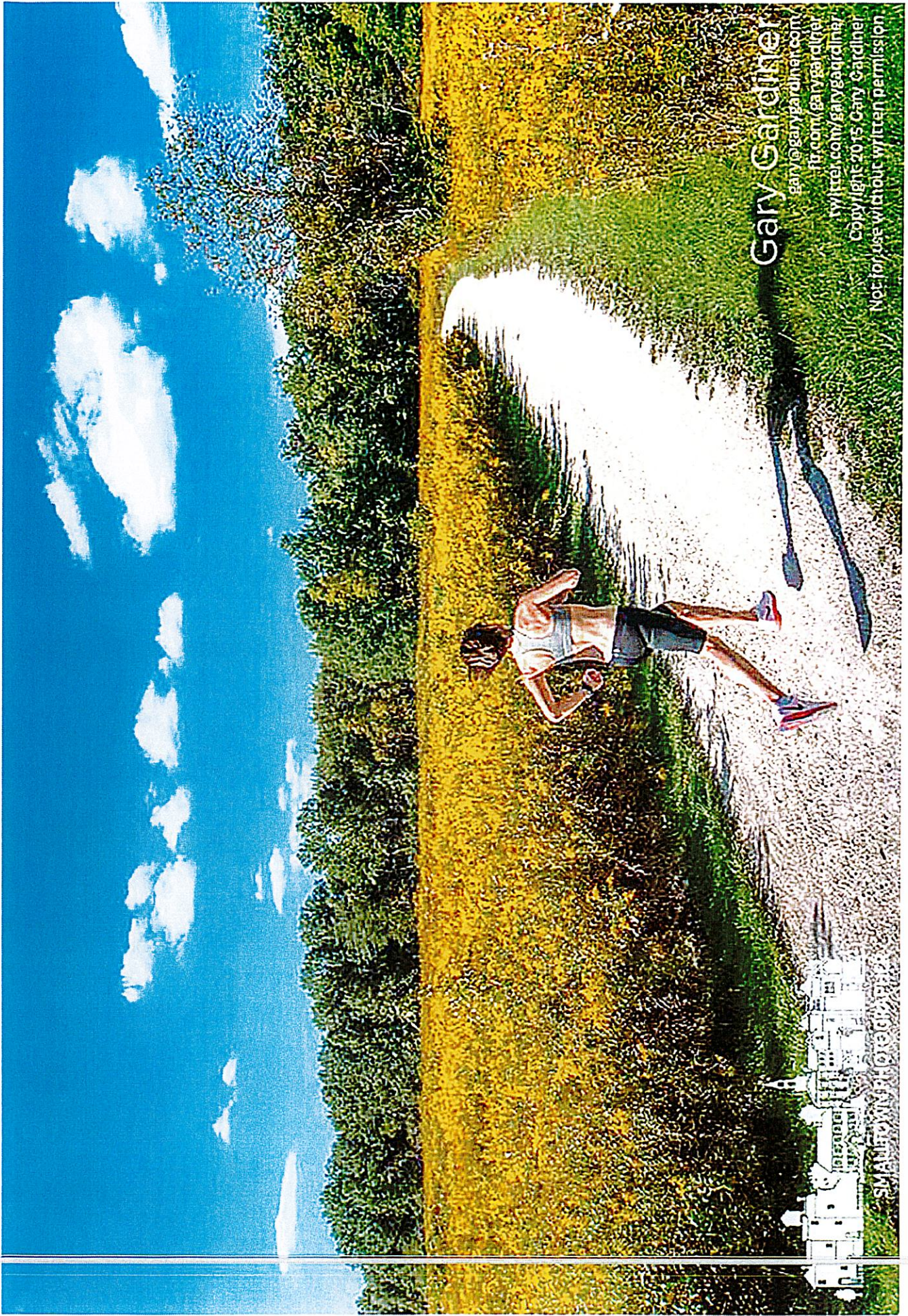
• **ANDREW L. SPARKS AND ASSOCIATES, INC.** •
• *Landscape Architecture* •
30303 Euclid Ave., Wickliffe, OH 44092
CELL 216-469-5252 PHONE 440-833-0163 FAX 440-943-9593

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 wisps 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

fit.com/garygardiner

twitter.com/garygardiner

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SMALLER WITH PERMISSION

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.

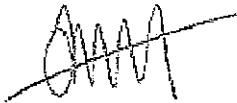
SCHEDULE

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.

SECOND AMENDED 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 TRESCAL, INC. FOR THE PROVISION OF A JOB CREATION GRANT AND DECLARING AN EMERGENCY

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

WHEREAS, Tresca! 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 Tresca! 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 ($\frac{1}{2}$) 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 Amended Resolution No. 2024-128 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2025.

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 Amended Resolution No. 2024-128 was duly posted on the _____ day of _____, 2025, 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 Tresca!, 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, **A c c e s s** 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:

I. 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.

Amount of Grant

7 years	Fifty percent (50%) of the actual withholding tax commencing in 2024 and, thereafter, for each year the grant is in effect up to a cumulative total credit of \$350,000.00 over the term of this Agreement provided the annual payroll is \$ 1,500,000.00 or more.
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- 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 Tresca! 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 will terminate or modify this Agreement and will 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

If to the Company to: Tresca!, 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.

WITNESSED BY:
OAKWOOD

VILLAGE OF

By: _____
Gary V. Gottschalk DATE
Mayor
Village of Oakwood

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 Amended Resolution No. 2024-128, adopted the _____ day of __, 2024.

Tanya Joseph, Clerk of Council

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

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 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.

WITNESSED BY:

VILLAGE OF OAKWOOD

By: _____

Gary V. Gottschalk

DATE

Mayor

Village of Oakwood

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. 2024-128, 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

DATE

Mayor

Village of Oakwood

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

ORDINANCE NO 2024-139

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE TO MAKE
PERMANENT APPROPRIATIONS FOR CURRENT EXPENSES AND
OTHER EXPENDITURES OF THE VILLAGE OF
OAKWOOD, OHIO FOR THE YEAR 2025**

WHEREAS, it is provided by State Law that a permanent appropriation Ordinance be approved by Council no later than March 31, 2025; and

WHEREAS, it is therefore necessary to enact permanent appropriations for the year 2025 in accordance with the Charter of the Village of Oakwood and the laws of the State of Ohio:

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

SECTION 1. In order to provide for current expenses and other expenditures of the Village of Oakwood, Ohio, during the year 2025 the following sums be, and they are hereby set aside and appropriated as set forth in Exhibit "A", attached hereto and expressly made a part hereof by reference.

SECTION 2. Ordinance 2024-15 and the same is hereby repealed from and after the effective date of this Ordinance.

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

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

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

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor Gary V. Gottschalk

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-139 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2025.

Tanya Joseph, Clerk of Council

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-139 was duly posted on the _____ day of _____, 2025, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

ORDINANCE NO. 2024-140

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE AMENDING ORDINANCE 2024-36, AS AMENDED,
MAKING APPROPRIATIONS FOR CURRENT EXPENSE OF THE VILLAGE OF
OAKWOOD DURING THE FISCAL YEAR ENDING DECEMBER 31, 2024, AND
MAKING NECESSARY TRANSFERS AND ADDITIONAL APPROPRIATIONS**

WHEREAS, the appropriations heretofore set to certain accounts of the Village of Oakwood are anticipated to be insufficient to cover all expenses anticipated during the fiscal year ending December 31, 2024.

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

SECTION 1. Ordinance 2024-36 as amended, making appropriations for current expenses for the fiscal year ending December 31, 2024 be and the same is hereby further amended by making the following transfers and additional appropriations as depicted in Exhibit "A", attached hereto and expressly made a part hereof by reference, said additional appropriations emanating from additional revenues received in the General Fund for the fiscal year ending December 31, 2024.

SECTION 2. All other provisions contained in Ordinance 2024-36, as previously amended and as further amended herein, which are not inconsistent with the provisions contained in this Ordinance shall remain in full force and effect.

SECTION 3. The Finance Director be and is hereby authorized to make payments from any of the foregoing appropriations upon receiving prior invoices and vouchers therefore, approved by the persons authorized by law to approve the same.

SECTION 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department, therefore, provided it receives two-thirds (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. 2024-140 was duly and regularly passed by this Council at the meeting held on _____ day of _____, 2025.

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. 2024-140 was duly posted on the _____ day of _____, 2025, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

AMENDED ORDINANCE NO. 2025-02

INTRODUCED BY COUNCIL WOMAN 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 while making allowances for the celebration of our country's declaration of its independence; and

WHEREAS, this Council finds that the uncontrolled discharge of fireworks poses a significant danger to the public and may cause serious injuries as well as significant property damage and disturbance of the public peace, 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 with limited exceptions for the celebration of our country's declaration of its independence to occur on the Fourth of July 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 with an exception for the Fourth of July as provided hereinafter.

SECTION 2. That Oakwood Codified Ordinance 1518.05, which presently reads as follows:

- **1519.05 - Application.**

This chapter does not prohibit or apply to the following:

- (a) The manufacture, sale, possession, transportation, storage or use in emergency situations, of pyrotechnic signaling devices and distress signals for marine, aviation, or highway use;
- (b) The manufacture, sale, possession, transportation, storage, or use of fuses, torpedoes, or other signals necessary for the safe operation of railroads;
- (c) The manufacture, sale, possession, transportation, storage, or use of blank cartridges in

connection with theaters or shows, or in connection with athletics as signals or for ceremonial purposes;

(d) The manufacture for, the transportation, storage, possession or use by, or sale to the Armed Forces of the United States and the militia of this state of pyrotechnic devices;

(e) The manufacture, sale, possession, transportation, storage or use of toy pistols, toy canes, toy guns or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive material are used, provided that they are constructed so that a hand cannot come into contact with a cap when it is in place for explosion, or apply to the manufacture, sale, possession, transportation, storage or use of those caps;

(f) The manufacture, sale, possession, transportation, storage or use of novelties and trick noisemakers, auto burglar alarms or model rockets and model rocket motors designed, sold, and used for the purpose of propelling recoverable aero models;

(g) The manufacture, sale, possession, transportation, storage or use of wire sparklers.

(h) The conduct of radio-controlled special effect exhibitions that use an explosive black powder charge of not more than one-quarter pound per charge, and that are not connected in any manner to propellant charges, provided that the exhibition complies with all of following:

(1) No explosive aerial display is conducted in the exhibition;

(2) The exhibition is separated from spectators by not less than 200 feet;

(3) The person conducting the exhibition complies with regulations of the Bureau of Alcohol, Tobacco and Firearms of the United States Department of the Treasury and the United States Department of Transportation with respect to the storage and transport of the explosive black powder used in the exhibition. (ORC 3743.80)

be and hereby is amended to add the following subsection (i):

- (i) The possession of 1.4G consumer grade fireworks as defined in Ohio Revised Code Section 3743.01 during the period from June 15 through July 4 and the discharge, igniting or exploding of same on private property with the authorization of the property owner between the hours of 8:00 P.M. and 11:00 P.M. on July 4 provided said possession and use otherwise complies with the requirements of Ohio Revised Code Section 3743.45, regulations adopted pursuant to Ohio Revised Code Section 3743.45, other provisions of the Ohio Revised Code and the Oakwood Village Codified Ordinances.

SECTION 3. 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 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of

the Village, the reason for the emergency being that the provisions of H.B. 172 took effect on July 1, 2022 and, since that time, the Village has experienced an unacceptable increase in the usage of fireworks that has made it necessary to limit the possession and use of said fireworks so as to preserve the protections afforded the citizens of Oakwood by C.O. Ch. 1519, therefore, provided it receives two-thirds($\frac{1}{2}$) 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. 2025-02 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2025.

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. 2025-02 was duly posted on the ____ day of _____, 2025, and will remain posted in accordance with the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

ORDINANCE NO. 2025-15

INTRODUCED BY MAYOR

**AN ORDINANCE AMENDING SECTION 127.02 OF THE CODIFIED
ORDINANCES OF THE VILLAGE OF OAKWOOD TO ALLOW FOR
THE APPOINTMENT OF ONE ADDITIONAL ASSISTANT FIRE CHIEF
AND DECLARING AN EMERGENCY**

WHEREAS, Oakwood Codified Ordinance Sec. 127.02 presently allows for the appointment of one Assistant Fire Chief; and,

WHEREAS, Council and the Fire Chief have determined that it is advisable to have two Assistant Fire Chiefs;

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

SECTION 1. Oakwood Codified Ordinance Sec. 127.02, which presently reads as follows:

127.02 Composition.

The Fire Department may have a staff consisting of the following personnel which shall not exceed 71 members in the aggregate:

Fire Chief (not to exceed one).
Assistant Fire Chief (not to exceed one).
Captain (not to exceed two).
Lieutenant (not to exceed eight).
Firefighter/Paramedic (to make up remainder of department).

be and hereby is amended to read as follows:

127.02 Composition.

The Fire Department may have a staff consisting of the following personnel which shall not exceed 71 members in the aggregate:

Fire Chief (not to exceed one).
Assistant Fire Chief (not to exceed two).
Captain (not to exceed two).
Lieutenant (not to exceed eight).
The Firefighter/Paramedic (to make up remainder of department).

SECTION 2. The Codifier is hereby instructed to incorporate the foregoing amended ordinance into the Codified Ordinances of the Village.

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 an additional Assistant Fire Chief is needed to provide for the safety of the citizens of Oakwood, therefore, provided it receives two-thirds (⅔) 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. 2025-15 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2025.

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2025-15 was duly posted on the ____ day of _____, 2025, and will remain posted in accordance with the Oakwood Village Charter

Tanya Joseph, Clerk of Council

DATED: _____

**VILLAGE OF OAKWOOD
SPECIAL MEETING MINUTES
2025-1-7**

ATTENDANCE

Erica Nikolic, President
Johnnie Warren, President Pro-Tem
Taunya Scruggs, Ward 1
Eloise Hardin, Ward 2
Paggie Matlock, Ward

ABSENT

Dave Tapp, Fire Department	James Climer, Law Director
Mark Garratt, Police Department	Daniel Marinucci, Chief Bldg. Official
Matt Jones, Village Engineer	Ross Cirincione, Prosecutor
Tom Haba, Service Director	Candace Hill, Ward 5
Carlean Perez – Recreation Director	Gary V Gottschalk, Mayor
Mary Davis, Ward 4	

*Arrived after roll call

Meeting opened at 6:08pm by Nikolic
Pledge of Allegiance
Roll Call taken

Ordinance 2025-01 was read by Council President Nikolic

2025-01	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A HEALTH
Introduced 1-7-25	INSURANCE CONTRACT COVERING ELIGIBLE OFFICIALS AND EMPLOYEES OF
By the Mayor and Council	THE VILLAGE AND DECLARING AN EMERGENCY
As a whole	
1 st read 1-7-25	

Council President Nikolic posed several questions concerning the plan specified by the Ordinance. To which Law Director Climer indicated that the plan recommended by Love Insurance was Medical Mutual HSA2500/0.

Ms. Matlock inquired if the plan described fulfilled the requirements of the FOP contract and Chief Garratt as well as several FOP members in the audience indicated that it did.

Ms. Hardin stressed the need for open communication between Council, the Administration, and employees.

Motion to adjourn made by Warren seconded by Hardin
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock
MOTION PASSED
Adjourned at 6:23p.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council

**VILLAGE OF OAKWOOD
WORK SESSION MINUTES
2025-1-28**

ATTENDANCE

Erica Nikolic, President	Brian Thompson, Finance Director
Johnnie Warren, President Pro Tem*	
Taunya Scruggs, Ward 1	
Eloise Hardin, Ward 2	
Paggie Matlock, Ward 3	
Mary Davis, Ward 4	

ABSENT

Ross Cirincione, Prosecutor	Candace Hill, Ward 5
Matt Jones, Village Engineer	Sam O'Leary, Assistant Law Director
Daniel Marinucci, Chief Bldg. Official	James Climer, Law Director
Gary V Gottschalk, Mayor	Mark Garratt, Police Department
Dave Tapp, Fire Department	Tom Haba, Service Director
Carlean Perez – Recreation Director	

** Arrived after roll call*

Meeting opened at 6:15pm by Nikolic
Pledge of Allegiance
Roll Call taken

Nikolic: Good evening, Council, I think we have a significant amount of legislation we just need to move. The Law Director at our last general meeting made reference to several pieces of legislation that should be moved to the general agenda. So, we can just kind of go over them and just make sure there are no questions before we move them. Tanya, do you have record of the ones he wanted to move? **Joseph:** First one is 2024-WS-40, 2024-WS-50, 2024-WS-51, 2025-WS-01, 2025-WS-02, 2025-WS-03, and 2024-WS-04. And then Mrs. Davis, wanted 2024-WS-52. **Hardin:** Thank you. **Joseph:** You're welcome. **Thompson:** Madam Chairman, I wanted to see if you can consider moving Tommy's as well for his trucks. Because I want to share with you our finance mechanism for his vehicle. I'll share documents, so if you can take that into consideration to move to the agenda. **Hardin:** Which one is that? **Thompson:** 2024-WS-48 and 2024-WS-49. **Nikolic:** Thank you, Finance Director, I'm also looking at 2025-WS-06 AND 2025-WS-07. I believe we have the Sop's, and I don't think there's any other questions. The Law Director made the appropriate changes suggested by, I believe, Councilwoman Davis. It is more clear as to how the legislation fits between the Employee handbook and Sop's. And then 2025-WS-07 is pretty straightforward. That's for Ohio Department of Transportation to keep the highways clear within the Village line. So, I would also ask for 2025-WS-06 and 2024-WS-07 to be moved. **Joseph:** So, 2025-WS-06, I believe initially was supposed to replace, it was supposed to be an amendment to 2024-WS-51. But because the caption is completely different, it has to be its own thing. So, I think you guys are going to end up dropping 2024-WS-51 because they're the same thing, but it's updated. **Davis:** 2024-WS- 51 and what? **Nikolic:** 2024-WS-51 and 2025-WS-06, it's the second to last one on the second page. **Davis:** Okay, one says Police and one says fire though, **Joseph:** He changed the caption to make it more clear based on whatever conversations you guys had. We can speak with him further about it when he comes in. He can go into it further. **Nikolic:** But we would have to move it in order to to fail it right? Do we need to do anything? Could we just take it off the work session? **Joseph:** You can just take it off the work session. I don't think you have to put it over, to take it off. But let's confirm that with Mr. Climer. **Nikolic:** Okay, so we'll leave a question mark for 2024-WS-51. But for sure move the... **Joseph:** We'll just put everything over and then whatever you guys... **Hardin:** May I make a suggestion? Can we start with each one and

just say what we're going to do with them tonight and just move on here. **Nikolic:** Right, that's exactly what we're going to do. But right now, we're just making sure the ones that we're going to move.

Matlock: We'll right now move five. **Davis:** Because that's our Charter review. **Hardin:** We have one, two, three, four, six and seven; we didn't mention five. **Nikolic:** Well, the legislation isn't complete because it doesn't contain the name of who's going to be the secretary. We can move it, but the legislation has to be revised. **Hardin:** I don't think the names, but the positions have to be duly noted at this point for us. **Nikolic:** No, but I'm saying in the legislation there are blanks, so it's not. So, my question is, is the legislation complete, or do we wait for the blanks to be filled and then you can move it? **Matlock:** We'll put a question mark on it and ask the Law Department. Because we got to get moving with it. **Nikolic:** Right, they may not have to be, but he has the blanks in the legislation. **Joseph:** I left it blank because I don't know who the secretary was going to be. But I just put it there so we can start to have that conversation. **Matlock:** Okay. **Nikolic:** Alright, so we can start with the first item to be moved. Are there any other legislation that Council would like to remove? Okay, so let's just start with:

2024-WS-40(Amended) **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.**

Motion to move 2024-WS-40 to the Regular Agenda made by Hardin seconded by Matlock
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis

MOTION PASSED

*to become 2025-02

2024-WS-48 **AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH LIBERTY FORD, INC., FOR THE PURCHASE OF A TRUCK AND CHASSIS AND DECLARING AN EMERGENCY**

Nikolic: Finance Director did you want to talk about that now or do you to wait. **Thompson:** Yes. I'm going to pass out the financing mechanism for the purchase of this vehicle. **Hardin:** Can we first decide it moving to the agenda or not? **Nikolic:** We can move it first or we can have the conversation first; it doesn't matter. **Hardin:** Whatever you want, I'm ready. **Thompson:** Now this handout is from the Vice President of Capital Leasing. We do all our lease deals through FNB. We have in place now a capital expenditure line of credit that was established by February of 2024. They usually have about a year to use those funds. So, Tommy's truck is looking to be \$102,751. He has to buy two parts, one from the Zoresco and one from Liberty Ford. So, it will be a five-year annual payment. And actually since the payments would be in arrears and that's how we structured the amortization schedules. This payment, which you see under real payment, was \$24,167.53 for five years. We wouldn't start making the payments until 2026. And the way we fund that, under our capital fund, under 401. We would just schedule in our appropriations to make the payment for that year for the \$24,167. **Hardin:** So, if it starts in 2026, is there a possibility of a scenario where if in 2026. There's some catastrophic something and we could not go forward. Is there any part of the clause that allows us to cancel or have any other options? Or are we committed to it for 2026 after tonight? **Thompson:** We would be committed to send the documents in order to make the purchase. The way it works is the bank, they'll fund the vendors. So, they'll fund the vendors \$102,000. No payments for us this year, and we'll start the payments in 2026. **Hardin:** Okay, thank you. **Davis:** (inaudible). So, we have to

give them that information, either yes or no by February 6th, correct? **Thompson:** Yeah, pass that legislation and then we'll move forward. **Nikolic:** And just remind me, these are replacing a truck that he'll end up selling on gov? **Thompson:** Yeah, he did mention he was selling on I think it's egov.com. Where he does the sale of his vehicles, his fixed assets. **Nikolic:** Right, so this is replacing a vehicle that reached it's term of life. **Thompson:** Yeah, when he came into his budget. He showed us the life span all his vehicles and stuff. **Nikolic:** Okay, and he will replace that vehicle, and those funds go towards paying off this principle, or do they go back into the general? **Thompson:** They go back into general fund. And of course, we do make the payments, you know, in 2026. So, it will be in our general fund whatever he sells those vehicles for.

Hardin: That's for the five years? **Thompson:** No, when we purchase this, Tom would take steps to sell his vehicle. Whatever he gets on egov, we'll book this year. Because I'm sure he'll sell it this year. **Hardin:** Okay. **Thompson:** It will be there to fund future debt. So, it depends on what he sells his vehicles for. **Davis:** Is this what he promised us or gave us in his budget.

(inaudible) What the cost would be? Or is it more than what he said originally, or you don't know? **Thompson:** No, this one he had discussed... **Davis:** He discussed it, but I don't what the original amount was. **Thompson:** Yeah, that's the original amount, \$102,751. **Davis:** Okay.

Nikolic: Okay, any other questions for the Finance Director? **Scruggs:** Yes, I wrote down from the Service Department presentation. Tommy shared with us that the new truck would be around \$103,000, that's what he told us. **Davis:** Thank you. **Scruggs:** And on this page right here, he has multiple vehicles that have already reached their life expectancy. But he's only trying to replace the oldest one. **Davis:** My question is, it says bank qualifications, may I ask, what does that mean? The proposal assumes a lessee, whatever, will now be issuing no more than \$10 million in taxes and debt in the coming year. Does that mean our city cannot get more than \$10 million in debt and (inaudible)?

Thompson: That's a state requirements, they have to, per the tax act in 1986, which he explained. Put that language (inaudible). **Davis:** And that's the most reasonable, this lease rate? **Thompson:** Yeah 5.66. **Davis:** And you're going to explain the next one. or is it all on here? Is it the same? **Thompson:** (inaudible) in conjunction. **Nikolic:** Right, there are two parts. So, you're saying Finance Director, 2024-WS-48 is the chassis. And 2024-WS-49 is the other part, the truck upfit? **Thompson:** Yes. **Nikolic:** Okay, so this document relates to both 48 and 49. **Warren:** One is just the chassis, with just a cab and that long steel thing. And the other is the bed that they put in and they have to fix it up. **Nikolic:** Okay. **Davis:** Did he tell us that it will be the upfit too? **Scruggs:** It says, 2004 John Deere Zero Turn. **Thompson:** That's a model.

Davis: That's a tractor. **Scruggs:** Yes I think there thousand dollars needed to replace it. **Davis:** Yeah that's what he said. Nothing else with the truck? **Warren:** Well, the total of the truck is \$102,751 with both 2024-WS-48 and 2024-WS-49. **Davis:** Then why wouldn't 2024-WS-49 be with the 2024-WS-48? **Warren:** Because there's two different vendors. **Thompson:** Yes. **Davis:** Okay, thank you. **Nikolic:** Any other questions? **Warren:** I propose that we move 2024-WS-48 to the regular agenda. **Hardin:** And 2024-WS-49. **Warren:** I don't think we can act on two at a time, remember. We had that issue before we had to act on them singularly.

Motion to move 2024-WS-48 to the Regular Agenda made by Warren seconded by Hardin

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

MOTION PASSED

*to become 2025-03

2024-WS-49

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH ZOESCO EQUIPMENT COMPANY, INC., FOR THE PURCHASE OF A TRUCK UPFIT AND DECLARING AN EMERGENCY

Motion to move 2024-WS-49 to the Regular Agenda made by Matlock seconded by Davis

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

MOTION PASSED

*to become 2025-04

2024-WS-50

AN ORDINANCE REPEALING CHAPTER 149 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF OAKWOOD AND DECLARING AN EMERGENCY

Motion to move 2024-WS-50 to the Regular Agenda made by Warren seconded by Hardin

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

MOTION PASSED

*to become 2025-05

2024-WS-51(Amended)

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

Nikolic: Okay, once the Law Director is here we can discuss 2024-WS-51. As to whether or not this needs to be repelled or moved. If it needs to be moved in order to be repelled. **Davis:** I thought we were going to move it on to our agenda. But then we were going to ask Climer during that time if it's okay or not. Because we can't vote on it tonight with Climer if we didn't put it first on our agenda, correct? **Warren:** Right. **Davis:** So, we want to put it on the agenda just to see. And then he can explain to us if that's the one we are supposed turned down or not was turned down. **Nikolic:** Right, I think the clarification that the clerk made was that this was the one that's replaced by 2025-WS-06. **Joseph:** He amended 2024-WS-51 and that's what 2025-WS-06 is. But there's a different caption, so it has to get a different number. Because it kind of makes it like it's no longer the same thing. **Davis:** So, can we leave it on the work session or do we have to put it on the agenda and then vote yes or no to it? Episode replacement. **Joseph:** I think you could wait and then move it in the meeting. **Warren:** Well, I would say why don't we just take it out of the work session and put it on a regular agenda and then act on it. We could table it or do whatever or even turn it down if we want to. **Joseph:** It's up to Council. **Matlock:** Adopting an amendment to the employee handbook for personnel in the Village of Oakwood. We (inaudible) other than putting in the fire and... **Warren:** But I think the original one was, wasn't the original one passed? And then we amended it to add those things so that this will be the amended version of it. **Nikolic:** But the issue with this is that he wrote an updated one, which is 2025-WS-06. That will totally replace 2024-WS-51. **Matlock:** So, we get to read the 2025-WS-06 one they wrote up together? **Nikolic:** Yeah it's in work session. So, why don't we, we're going to move it. Because I was saying we could just have her take it off work session. I don't know if we have to fail it. If he's replacing it with this one, we could just have her remove it off of work session. Why move it if 2025-WS-06 is replacing it? Do you know what it means? **Warren:** You've got to have some kind of activity on any agenda. You either got to move to not to act on it, or you move on it. **Nikolic:** You can't just take it off the work session? **Warren:** No, there's got to be an official move or action on it. **Nikolic:** Okay... **Hardin:** We can wait until the Law Director comes

because all this has been made public. So, if we choose to, whatever we choose to do. We can do it in the meeting itself. **Nikolic:** Okay.

2024-WS-52

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A&S ANIMAL CONTROL AND DECLARING AN EMERGENCY

Motion to move 2024-WS-52 to the Regular Agenda made by Davis seconded by Warren
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis

MOTION PASSED

*to become 2025-06

2025-WS-01

A RESOLUTION DECLARING THE INTENT OF THE VILLAGE OF OAKWOOD, OHIO TO DISPOSE OF PERSONAL PROPERTY AS HAVING BECOME OBSOLETE, UNNECESSARY OR UNFIT FOR VILLAGE USE THROUGH INTERNET AUCTIONS DURING THE CALENDAR YEAR 2025 AND DECLARING AN EMERGENCY

Davis: Do we know anything about this one? Why we have this? I thought we already, I mean, are we talking about the Fire Department's things that we got rid of on gov? Or is this something totally different? **Joseph:** You have to renew it every year, that contract. **Davis:** Okay, thank you. **Nikolic:** Yes, the Law Director mentioned at the last meeting. That we just have to renew this so we have the capability of selling online. So, it is relating to selling those items. So, we just have to maintain the account with this contract. **Davis:** Is there a cost or we don't know? I have no idea, alright.

Motion to move 2025-WS-01 to the Regular Agenda made by Davis seconded by Warren
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis

MOTION PASSED

*to become 2025-07

2025-WS-02

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A HEALTH INSURANCE CONTRACT RENEWING THE PRESENT ANTHEM BLUE CROSS/BLUE SHIELD HEALTH COVERAGE FOR ELIGIBLE OFFICIALS AND EMPLOYEES OF THE VILLAGE AND DECLARING AN EMERGENCY

Nikolic: Finance Director, is this legislation approving Anthem through February 1st?

Thompson: Yes, for the first month. **Davis:** We didn't do that yet? I'm sorry, I thought we did. Because this is Blue Cross Blue Shield, we have Anthem now or Aetna. **Thompson:** We have Medical Mutual February 1st. **Davis:** Okay, so Blue Cross is what we had last year? **Thompson:** Last year and the first month of this year. **Davis:** Okay, I thought we already did this. **Nikolic:** What we did was, we approved Medical Mutual for the first. But we didn't have the legislation prepared to extend Anthem through the first. So now, we're kind of backtracking to tie up those loose ends.

Motion to move 2025-WS-02 to the Regular Agenda made by Davis seconded by Warren
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis

MOTION PASSED

*to become 2025-08

2025-WS-03

AN ORDINANCE FOR THE VILLAGE OF OAKWOOD SUPPORTING THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T's TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO.

Nikolic: I believe the clerk gave a presentation on this. Mrs. Hardin I think you may have been out that day. Clerk, would you like to just catch-up Mrs. Hardin. I believe she wasn't here at the last meeting. **Hardin:** I'm well aware of it because it is personal. **Nikolic:** Okay perfect, thank you. Any other questions or comments?

Motion to move 2025-WS-03 to the Regular Agenda made by Warren seconded by Matlock
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis

MOTION PASSED

***to become 2025-09**

2025-WS-04

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT AND THE NORTHEAST OHIO REGIONAL SEWER DISTRICT TO PROVIDE U.S. EPA PHASE II STORM WATER SERVICES FOR THE 2025 CALENDAR YEAR, AND DECLARING AN EMERGENCY

Nikolic: This is the typical annual procedure that's done with their services. Any questions?

Motion to move 2025-WS-04 to the Regular Agenda made by Davis seconded by Matlock
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis

MOTION PASSED

***to become 2025-10**

2025-WS-05

AN ORDINANCE ESTABLISHING A CHARTER REVIEW COMMISSION, ESTABLISHING COMPENSATION THEREFORE, AND CONFIRMING THE APPOINTMENTS OF THE MAYOR AND COUNCIL THERETO AND DECLARING AN EMERGENCY

Nikolic: My only question was because there were blanks in the legislation. Do we need to have the actual updated legislation before we can move it forward? We can wait. Okay, we'll wait to have that updated.

2025-WS-06

AN EMERGENCY ORDINANCE ADOPTING FIRE DEPARTMENT STANDARD OPERATING PROCEDURES (SOPs) AND APPLYING THE CURRENT EMPLOYEE HANDBOOK TO MEMBERS OF THE FIRE DEPARTMENT WHEN NOT IN CONFLICT WITH THOSE SOPs

Hardin: I moved to put it on the agenda. But I'd like the question asked after this is done. We've always wanted to make sure that every employee is covered on the handbook. After this correction is made, I would like the legislation to show that the expectation is that every employee is covered. Am I making sense? **Nikolic:** Covered by? **Hardin:** Reading, have read it and (inaudible). **Nikolic:** The first page of the SOP's has a section that says... In the SOP's or in the legislation that requires every employee to read it and sign. A signed copy will be kept, Finance Director, is that accurate?

Thompson: That's how we did it the first time. **Hardin:** That's my point, I would be certain that this reads the same and that this procedure is followed. **Joseph:** It was requested already by Mrs. Matlock at the last meeting. And Mr. Climer said he'll make sure. **Hardin:** So tonight will he have that correction? **Joseph:** You want that in the legislation? Is that what you are saying? **Hardin:** either in the legislation or in the document. **Joseph:** It's in the records, in the minutes. **Hardin:** No, either the

document should have something where you tear a piece of paper off and put it in the file. There has to be something substantiating that they have been covered on it, and it's in their file. Now, how do you want to accomplish that. **Nikolic:** 2025-WS-06, section three, councilwoman Hardin. It reads, "The Mayor be and he is hereby authorized and directed to issue sufficient copies of the applicable handbook and SOPs 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 their handbook and SOP's 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 SOP's 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". **Matlock:** I would like to have added that each employee read and understands what's inside the handbook. **Joseph:** That would be on paper. **Matlock:** And on that right there, they're saying that they signed it. But they're not saying that they have read it and understood it. **Warren:** Well, it depends on what they sign. **Matlock:** If you would have given them a handbook, okay. They are accepting that handbook. Saying (inaudible), I've got the handbook. Do you understand what's in the handbook? **Joseph:** You can put that in the template that they sign. **Matlock:** That's what I'm saying, as long as they put their language in their hands. **Joseph:** It's on that template. **Hardin:** Well, is it there? **Thompson:** In the first handbook it was a sign off sheet in the back that they all signed. And then I put it in their personnel file. **Warren:** And what they're saying is that they wanted to have some acknowledgment. That the person who receives it acknowledged that they read and understood it. **Thompson:** Right. **Warren:** So, whatever they sign for, is that caption on that document that they sign. That also includes the statement that they have read and understand the handbook. **Thompson:** I can go get a copy of it to confirm and if he puts the template together for this one. Because it's part of fire in particular, then we will follow the same protocol. **Hardin:** I appreciate it Brian, that's the issue. **Matlock:** Not trying to start with you. I just want to make sure everything is clear. **Warren:** Can we just put it on a regular agenda. And then if in fact he doesn't produce it, we can have it at first reading. This could be first reading, and then when we produce it with the signature, acknowledging that they received it, it could be on second reading. **Hardin:** Okay, that's fine.

Motion to move 2025-WS-06 to the Regular Agenda made by Hardin seconded by Warren
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis

MOTION PASSED

*to become 2025-11

Hardin: Just before we get to that form. I think I'll look at it to see if it meets the concern I have. If there is a change in the handbook, there should be a subsequent form or a mechanism. To make certain that they received the changes. But we'll get to that now that it's on the agenda. **Nikolic:** Okay, and that would be a good function for the HR committee to follow up on. To ensure that once we see that form. If there's any another form you'd like to see them sign, please present it. **Matlock:** Any time you update your handbook and then you give them that page. The part that they updated. Their acknowledgment should be had from the employee stating that they received that piece or update, and they understand that update. **Nikolic:** So, should that be legislated or is that that would be the role of the director to take on that task? Of the HR director, whoever is changing the handbook? **Warren:** Right, because you can't legislate every function

that a person does. You have to have the legislation, and then you have the protocol that says this is the intent of the legislation. And this is what you're supposed to do. And what you're supposed to do in this case is that any updates. You will sign to acknowledge that you've seen those updates and understand them. **Nikolic:** So yeah, it seems to me, that's a function of the managing director in H.R. So, if it's changed, it's their responsibility. **Matlock:** Actually, honestly, that is the directors. They should be handing them to their employees. And making sure that those employees understand those changes and sign off on it. Matter of fact, they should be going over them with them. **Nikolic:** What the changes will be going to change from council. **Nikolic:** The changes to the handbook will come from who, the directors or will they come from us? **Matlock:** Whoever makes the change. Okay, alright, any other questions related to the handbook?

2025-WS-07

APPROVAL AND GRANTING CONSENT TO THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION AUTHORITY TO, APPLY, MAINTAIN AND REPAIR STANDARD LONGITUDINAL PAVEMENT MARKINGS AND ERECT REGULATORY AND WARNING SIGNS ON STATE HIGHWAYS INSIDE VILLAGE CORPORATE LIMITS, AND

GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATE LIMITS, AND

GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATION

Hardin: Since when do we have to do that? Yes Tommy, you're right on time. **Haba:** Oh we don't do that. **Warren:** We got an ordinance to authorize them to do it. **Haba:** Okay, maybe that's new. **Hardin:** That's why we're asking because we haven't seen it. **Haba:** Tanya (inaudible). **Joseph:** It was in my email and you and the Engineer were tagged on it. **Warren:** You said you got it from the Engineer? **Joseph:** The engineer was tagged in it as well. **Warren:** Okay, it's probably some regulatory requirement that the state requires. So, we could confirm it with the engineer when he's here. **Haba:** Yeah. I think it's just something that they're just starting. They do it anyway. I think just saying they're doing it. **Warren:** What it is is that you give them permission to do it. And therefore maybe it may to some measure limit their liability by doing it because now they have our permission to do it. **Hardin:** Yeah, I've never seen this before. **Haba:** Yeah, I haven't before either. Last couple of years they actually did Broadway bridge. Which they didn't do for the previous 30 years. But the last two years they did Broadway bridge, not Forbes and Alexander. **Hardin:** Alright, thank you.

Motion to move 2025-WS-07 to the Regular Agenda made by Hardin seconded by Davis
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis

MOTION PASSED

*to become 2025-12

Motion to adjourn made by Davis seconded by Warren
YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis
MOTION PASSED
Adjourned at 6:57p.m.

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council