

**AGENDA  
ORANGE VILLAGE COUNCIL  
COUNCIL MEETING  
APRIL 8, 2026  
7:00 PM**

1. Call the Council Meeting of April 8, 2026 to order
2. Pledge of Allegiance
3. Roll call
4. Nicolina Nolletti, Human Trafficking Advocate, Canopy Child Advocacy Center
5. A Motion to confirm the appointment of Shane Trivisonno as a part-time Firefighter/Paramedic
6. A Motion to confirm the appointment of Josephine Adams as a part-time Firefighter/EMT
7. A Motion to approve the Special Council Meeting Minutes of March 4, 2026
8. A Motion to approve the Council Meeting Minutes of March 11, 2026
9. A Motion to declare a 2004 International 7400 dump truck, Vin #1HTWDAAR15J006721 as surplus, to be disposed of at the Mayor's discretion
10. A Motion to approve the Treasurer's Report for February, 2026
11. A Motion to approve the Tax Administrator's Report for February, 2026
12. A discussion of the Bills to be paid in the month of April in the amount of \$350,093.33 and additional March expenses in the amount of \$77,967.73
13. Audience comments relating to agenda items only
14. Old Business of Pending Legislation and Motions

**A. ORDINANCE 2026-7**

AN ORDINANCE AMENDING A PORTION OF SECTION 1174.04 OF THE CODIFIED ORDINANCES TO AMEND THE DEFINITION OF SENIOR SINGLE FAMILY DETACHED/ATTACHED DWELLINGS. 3<sup>rd</sup> Reading

Recommended by the Planning and Zoning Commission

15. New Business and Consideration of:

**A. ORDINANCE 2026-9**

AN ORDINANCE AUTHORIZING THE MAYOR TO IMPLEMENT THE TERMS AND CONDITIONS OF THE TENTATIVE AGREEMENT REACHED WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. 1<sup>st</sup> Reading

**B. ORDINANCE 2026-10**

AN ORDINANCE ENACTING A NEW SECTION 351.17, NO PARKING ON EITHER SIDE OF RESIDENTIAL STREETS IN A CUL-DE-SAC TURNAROUND, OF THE CODIFIED ORDINANCES OF ORANGE VILLAGE. 1<sup>st</sup> Reading

**C. ORDINANCE 2026-11**

AN ORDINANCE AMENDING THE ANNUAL APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF ORANGE VILLAGE DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2026. 1<sup>st</sup> Reading

Administration requests suspension of the rules

**D. ORDINANCE 2026-12**

AN ORDINANCE AMENDING SECTION 1162.08, IMPROVEMENT OF PARKING AREAS, OF CHAPTER 1162, OFF-STREET PARKING AND LOADING, OF THE CODIFIED ORDINANCES OF ORANGE VILLAGE. 1<sup>st</sup> Reading

**E. ORDINANCE 2026-13**

AN ORDINANCE AUTHORIZING THE VILLAGE TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION WINTER CONTRACT (018-27) FOR ROAD SALT AND TO TAKE ANY OTHER ACTION NECESSARY TO PARTICIPATE IN THE BULK PURCHASING OF ROAD SALT FOR THE 2026-2027 WINTER SEASON, AND DECLARING AN EMERGENCY. 1<sup>st</sup> Reading

Administration requests suspension of the rules

16. Audience comments relating to matters which advance the good of the Village
17. Comments by the Mayor
18. Comments by the Council President
19. Committee Reports and Comments by Council Members
20. A Motion to enter into Executive Session to discuss the appointment and compensation of Village employees, the discussion of the status of union negotiations and discussion of pending or imminent litigation
21. Adjournment of the Council Meeting of April 8, 2026

**MINUTES  
ORANGE VILLAGE COUNCIL  
SPECIAL COUNCIL MEETING  
MARCH 4, 2026  
7:00 PM**

***Annette Wallace, First CALL (Crisis Assistance and Local Linkage) team leader, presentation***

- Mayor Kline introduced Ms. Wallace. He stated that the County will be supporting this program financially. Ms. Wallace explained the First CALLS program started as a pilot program in Shaker Heights in 2022. It has been very successful in Shaker Heights. It was more than typical mental health issues. It is an alternative response team including behavioral health clinician, license social worker, and peer support staff who engage with individuals experiencing mental health distress and substance abuse disorders. They also assist after the crisis.

Ms. Ullner thanked Ms. Wallace and stated this will be a great asset to the community and personnel with no cost to the community. This is a project that she's proud to have brought to Orange Village. Mr. Bilsky asked if they worked with the schools and she stated they do. Mayor Kline thanked Ms. Wallace for coming in to speak about the program and we look forward to working with them and joining the program.

Mr. Boyle is hoping the funding will continue and need to find sustainable money in the future.

**PUBLIC HEARINGS  
7:00 P.M.**

**3940 Beechmont Trail**

To hear public comments before Council considers the variance request of the owners of 3940 Beechmont Trail. The applicants seek to reconstruct an addition to the current residence on the north side of the residence. The front (east) corner of the addition will be placed nineteen feet (19') from the side (northern) property line, requiring a variance of one foot (1.0').

- Council President Perry called the public hearing to consider the variance request of the owners of 3940 Beechmont Trail to order at 7:12 p.m.
- Audience comments related to the public hearing
  - o No Comments
- Council President Perry closed the public hearing to consider the variance request of the owners of 3940 Beechmont Trail at 7:13 p.m.

**4545 Brainard Road**

To hear public comments before Council considers the variance request of the prospective developer of 4545 Brainard Road. The property's owner, Temple Emanu El, is represented by Dommus Construction. The request is to permit the split of the northern portion of the property with frontage on Brainard Road from the remainder of the property that has frontage on Brainard Road and Emery Roads. Two variances are needed: a variance of fourteen thousand two hundred fifty-seven (14,257) square feet from the requirement that a lot in the U-1 Zoning District have one and one-half (1.5) acres, and a variance of six and twenty-five one-hundredths inches (6.25") from the requirement that a lot be a minimum of one hundred fifty feet (150') wide.

- Council President Perry called the public hearing to consider the variance request of the owners of 4545 Brainard Road to order at 7:13 p.m.
- Audience comments related to the public hearing
  - o No Comments
- Council President Perry closed the public hearing to consider the variance request of the owners of 4545 Brainard Road at 7:13 p.m.

#### 4799 Lander Road

To hear public comments before Council considers the variance request of the proposed developer of 4799 Lander Road on behalf of its owner Newsong Church Assembly of God. The developer, Otero Signature Homes is seeking to construct six (6) lots on the property. Two of the lots require a setback of fifty feet (50') from the usual front yard setback requirement of one hundred feet. The shorter setback will be from the new road that will run perpendicular to Lander Road.

- Council President Perry called the public hearing to consider the variance request of the owners of 4799 Lander Road to order at 7:13 p.m. She facilitated the public hearing but did not participate in any discussion regarding the Newsong property.
  - Audience comments related to the public hearing
    - o No Comments
  - Council President Perry closed the public hearing to consider the variance request of the owners of 4799 Lander Road at 7:13 p.m.
1. Council President Perry called the Special Council Meeting of March 4, 2026 to order at 7:14 p.m.
  2. Pledge of Allegiance
  3. Roll call

Members Present: Vincent, Kurland, Ullner, Boyle, Bilsky, Perry  
Members Absent: Foster  
Others Present: Jud Kline, Mayor  
Steve Byron, Law Director  
Michael Roberts, Police Chief  
Larry Genova, Fire Chief  
Dana Kavander, Treasurer  
Brian Mader, Village Engineer  
Anna Girardi, Council Clerk

4. A Motion to adopt the Final Order and Decision of Council and the Conclusions of Fact for the variance request for Scott and Rochelle M Lewis to permit an addition to their residence at 3940 Beechmont Trail was made by Ms. Ullner seconded by Mrs. Kurland.

Ms. Ullner explained that this is the only way the addition can be built.

Ayes: Kurland, Ullner, Boyle, Bilsky, Perry  
Nays: None  
Abstain: Vincent

5. A Motion to adopt the Final Order and Decision of Council and the Conclusions of Fact for the variance request for Temple Emanu El to permit the split of the northern portion of the property with frontage on Brainard Road was made by Mrs. Vincent seconded by Mrs. Perry.

Mayor Kline explained that when the property was developed there was an area on Brainard Road for additional access, they no longer need this. Their property is slightly smaller in frontage. They plan to build a single-family home on the property. Ms. Ullner stated she was previously a member of the Temple and to avoid even the appearance of an impropriety, she will abstain from discussion and voting.

Ayes: Vincent, Kurland, Boyle, Bilsky, Perry  
Nays: None  
Abstain: Ullner

6. A Motion to adopt the Final Order and Decision of Council and the Conclusions of Fact for the variance request for Otero Signature Homes to construct six (6) lots on the property. Two lots require a setback of fifty feet (50') was made by Ms. Ullner seconded by Mr. Bilsky.

Mrs. Vincent if we can table this variance. Ms. Ullner stated there was a public hearing at Planning & Zoning as well and there were no comments and/or questions. There was a properly-noticed public hearing tonight. Neighbors were notified twice. On each of these occasions, no one has come forward to voice any concerns or to dispute the requested variances. This should move forward with voting and that it is not fair to the parties to table this and make them wait. Mr. Boyle stated he received notice twice about the hearings.

*Mrs. Vincent moved to table the matter until the March 11, 2026 meeting. There was no second to the motion.*

*Motion did not carry.*

Mr. Boyle stated this is much different than the prior rezoning. He filed that the property should not be tax exempt, there are back taxes due on the property that will be resolved with the sale of the property. He believes it is approximately \$80,000. He wants to make sure it is addressed and paid in full during the sale of the property. Would like to see a buffer on the property between the current homes to allow some level of privacy. There are also wetlands on the property. Spoke about Number 14 in the Conclusion of Fact - regarding the septic system and stated this will not be a reason for him to oppose the motion but wanted clarification. Mr. Byron stated that if they do not have the septic approved the development will not move forward.

Mayor Kline stated that the plan does not include details for the construction.

Mrs. Vincent stated she is torn on this motion. Mrs. Perry stated that Council members had ample time to contact our legal counsel if they had any questions. Mrs. Vincent responded that she had contacted our legal counsel. Ms. Ullner stated the variances are for two properties out of the six that they are looking for a 50' variance on each one. She stated there is no harm to the neighbors and all notices have been sent out. Further, this is no different than the many variances that have been approved by Council previously.

Ayes: Vincent, Kurland, Ullner, Boyle, Bilsky  
Nays: None  
Abstain: Perry

7. A Motion to award the bid for the asphalt road repair program for 2026 to Ronyak Paving for the base bid and alternate in the amount not to exceed \$692,118.35 was made by Mrs. Perry seconded by Mr. Boyle.

Brian Mader, Village Engineer explained that Ronyak had the lowest and best bid. We have worked with Ronyak Paving for the last two years and recommends them for this project. They have their own asphalt plant which allows them to come in much lower.

Ayes: Vincent, Kurland, Ullner, Boyle, Bilsky, Perry  
Nays: None

8. A Motion to approve the purchase of a 2026 Dodge 3500 Tradesman Reg Cab 4x4 from Montrose Ford at a cost not to exceed \$55,122.00 that was bid under the state of Ohio cooperative purchasing program. Note: In addition to the \$55,122.00 for the vehicle, the upfitting of the 2026 Dodge 3500 Tradesman will include several vendors with a total cost not to exceed \$16,574.00 was made by Mrs. Perry seconded by Ms. Ullner.

Law Director, Steve Byron stated that the upfitting for the vehicle is under the Mayor's spending authority so a motion by Council for the upfitting is not necessary. Chief Genova explained that this is replacing a vehicle that is 15 years old. The old truck will be surplus once the new vehicle is in service.

Ayes: Vincent, Kurland, Ullner, Boyle, Bilsky, Perry  
Nays: None

9. A Motion to authorize an agreement with Pavement Technology, Inc., for the rejuvenation of asphalt Village streets at a price not to exceed \$58,955.40 was made by Mrs. Perry seconded by Ms. Ullner.

Brian Mader, Village Engineer, stated this is a reimbursement under the county program. We will be reimbursed for \$39,280.50. This is part of our road maintenance program.

Ayes: Vincent, Kurland, Ullner, Boyle, Bilsky, Perry  
Nays: None

10. A Motion to approve the Special Council Meeting Minutes of February 4, 2026 was made by Mrs. Vincent seconded by Mrs. Kurland.

Ayes: Vincent, Kurland, Ullner, Boyle, Bilsky, Perry  
Nays: None

11. A Motion to approve the Council Meeting Minutes of February 11, 2026 was made by Ms. Ullner seconded by Mr. Boyle.

Ayes: Vincent, Kurland, Ullner, Boyle, Bilsky, Perry  
Nays: None

12. Audience comments relating to agenda items only

- John Loftus, 4231 Lander Road

- o Ordinance 2026-4 concerning the zoning code- ask that they table this and allow the charter committee to review this and bring it back up after the zoning commission

- Law Director Byron stated that any changes made by the Charter Review Commission will not go into effect until January 1, 2027

- Ms. Ullner stated we need to do this to update our Ordinances to the current charter. If the charter changes, we will update later.
  - Mr. Byron stated he recommends that we keep consistent with the Charter
  - Mr. Boyle stated this is cleaning up the language with the Charter if the Charter is changed the Ordinance will also be changed

13. Old Business of Pending Legislation and Motions

**A. ORDINANCE 2026-3**

AN ORDINANCE APPROVING THE MAP OF SURVEY, CONSOLIDATION, VACATION AND DEDICATION FOR A PORTION OF ORANGE PLACE AND PARCEL "D", AND BLOCKS OF "A", "B" AND "C". 3<sup>rd</sup> Reading

Recommended by the Planning and Zoning Commission

A Motion for passage of Ordinance 2026-3 was made by Ms. Ullner seconded by Mrs. Kurland.

Ayes: Vincent, Kurland, Ullner, Boyle, Bilsky, Perry  
Nays: None

**B. ORDINANCE 2026-4 (AS AMENDED)**

AN ORDINANCE AMENDING SECTION 1144.04 OF CHAPTER 1144, AMENDMENTS AND EXCEPTIONS, TO CLARIFY THE PROCEDURE(S) FOR PROPOSED AMENDMENTS TO THE ZONING CODE OF ORANGE VILLAGE. 3<sup>rd</sup> Reading

Recommended by the Planning and Zoning Commission

A Motion for passage of Ordinance 2026-4 was made by Ms. Ullner seconded by Mr. Boyle.

Mrs. Perry asked if any Council members would like to table this Ordinance. There was no action taken.

Ayes: Vincent, Kurland, Ullner, Boyle, Bilsky, Perry  
Nays: None

14. New Business and Consideration of:

**A. ORDINANCE 2026-7**

AN ORDINANCE AMENDING A PORTION OF SECTION 1174.04 OF THE CODIFIED ORDINANCES TO AMEND THE DEFINITION OF SENIOR SINGLE FAMILY DETACHED/ATTACHED DWELLINGS. 1<sup>st</sup> Reading

Mrs. Perry referred Ordinance 2026-7 to the Planning and Zoning Commission.

Mr. Byron stated the language for the Ordinance will be the same as federal standard but also the same within the district for the congregate living and attached single family residential.

15. Audience comments relating to matters which advance the good of the Village
  - No comments
  
16. Comments by the Mayor
  - You can begin to place your orders for leaf humus by visiting our website at orangevillage.com or call 440-498-4400.
  - Computer, flags and household hazardous waste collection will be Friday, March 6 from 7am – 3pm at the Service Department, 4680 Lander Road
  - Orange Village Service Department has opened up the container drop off program for the season, visit the website for more information
  - Daylight Savings Time begins on Sunday, please remember to turn your clocks forward 1 hour.
    - o This is also a good time to change the batteries in your smoke detectors
  - New Fire Station/Village Hall renovation presentation will be on Thursday, March 12 at 7:00 p.m. at Village Hall
    - o There will be a bond issue on the ballot for this project
  - Ordinance next week concerning a usage fee for the pavilions and the Woodell room as well as the current deposit
    - o They have become very popular and the fee will support the administrative expenses required for booking, payment and oversight of the area as well as the additional cleaning of facilities by the Service Department the next business day.
    - o We would like to suspend the rules for this ordinance since we currently have people that would like to reserve the pavilions for this year
  - Cuyahoga County Soil and Water Conservation District will host a Tree Care workshop on Sunday, March 15 beginning at 10 AM at Pepper Pike. Visit our website for more information and to register
  - Thank everyone for their well wishes and cards
  - Application to state for the capital budget for the amphitheater
  - Requested that the veterans committee honor our veterans on the 250 anniversary of the United States
  - Zoning Code – asked planner and law director to review for redundancy or out of date information and come back to council for adoption of Ordinances
    - o Mayors and Managers Meeting would like to have unified zoning codes
  - Wayfinding signage – County Planning Commission will be meeting with the team
    - o Will report back as this progresses
  
17. Comments by the Council President
  - Parks and Recreation Committee has a member on the Wayfinding committee and they will be coming back to parks and recreation for recommendations
  - Wind energy regulations in other communities' survey
  - Feedback with dogs off leash on our park paths
    - o Autistic child feeling harassed with dogs that are off leash
    - o Chief Roberts stated that they were warned last year and they will be issuing citations
    - o Mrs. Kurland asked when the dog park would be available for use – Mayor Kline stated we are still working with the contractor for the fence installation
      - Mrs. Perry stated she hopes this may eliminate dogs off leash
  
18. Committee Reports and Comments by Council Members
  - Vincent**
    - Charter Review Committee Meeting – very interesting – thanked the committee for all their help
    - Arts & Culture Committee recap
      - o Market dates update

- Committees are welcome to be in attendance – let her know which one your committee would like to attend
- Three concerts and light up the holidays
  - June, July and August
- Next meeting April 7
- Please sign up for the electronic newsletter
- Resident thanked Fire Department for their efficient and generous response
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**Kurland**

- Sustainability & Resilience will meet March 10 at 7pm
  - Asking everyone available to attend, great deal of information
- First CALL program is a great idea and she is very excited

**Ullner**

- Orange CARES Committee Meeting – March 10 at 7pm
- Kiwanis next meeting is March 18 at the Orange Senior Center
- First CALL will be a really great program for our residents and employees and she's glad we have been able to bring it to Orange.
- International Women's Day – March 8

**Boyle**

- Orange family very close to him, Lurie's, and he would like to ask others to keep them in their thoughts and prayers

**Bilsky**

- Same sentiment as Mr. Boyle

19. A Motion to adjourn into executive session for the purpose of discussing the status of union negotiations, prospective or pending litigation and the appointment, compensation and resignation of Village employees was made by Mrs. Perry seconded by Mrs. Vincent.

Mayor Kline, Law Director Byron, Treasurer Kavander, Police Chief Roberts, Village Engineer Brian Mader, and legal counsel were asked to join the executive session

Ayes: Vincent, Kurland, Ullner, Boyle, Bilsky, Perry  
Nays: None

Council entered into Executive Session at 8:22 p.m.

Council reconvened the Council Meeting of March 4, 2026 at 9:38 p.m.

20. Adjournment of the Special Council Meeting of March 4, 2026

A Motion to adjourn the Special Council Meeting of March 4, 2026 was made by Ms. Ullner seconded by Mrs. Vincent.

Ayes: Vincent, Kurland, Ullner, Boyle, Bilsky, Perry  
Nays: None

Council Meeting of March 4, 2026 was adjourned at 9:38 p.m.

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Annamarie Girardi  
Council Clerk

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Lisa Perry  
Council President

**MINUTES  
ORANGE VILLAGE COUNCIL  
COUNCIL MEETING  
MARCH 11, 2026  
7:00 PM**

1. Council President Perry called the Council Meeting of March 11, 2026 to order at 7:00 p.m.
2. Pledge of Allegiance
3. Roll call

Members Present: Foster, Vincent, Kurland, Boyle, Perry  
Members Absent: Ullner, Bilsky  
Others Present: Jud Kline, Mayor  
Steve Byron, Law Director  
Michael Roberts, Police Chief  
Larry Genova, Fire Chief  
Dana Kavander, Treasurer  
Bob Zupan, Service Director  
Anna Girardi, Council Clerk

4. A Motion to excuse Council Member Kimberlee Ullner from the March 11, 2026 Council Meeting was made by Mrs. Kurland seconded by Mr. Boyle

Ayes: Foster, Vincent, Kurland, Boyle, Perry  
Nays: None

5. A Motion to excuse Council Member Ryan Bilsky from the March 11, 2026 Council Meeting was made by Mrs. Perry seconded by Mrs. Vincent.

Ayes: Foster, Vincent, Kurland, Boyle, Perry  
Nays: None

6. Pastor Kevin Ringer, House of Restoration
  - 70-Year-old congregation
  - Came to Orange Village when the opportunity arose
    - o Resident of Orange Village
  - 3-year lease purchase agreement with New Song
    - o Great deal of items that need to be taken care
      - They are responsible for everything that needed to be fixed
    - o According to Pastor Ringer, if someone wants to purchase the building House of Restoration had first right to purchase the property
      - Didn't know about it until he read it in the newspaper
      - Did not know why they were never informed or considered by the landlord
      - Reached out to New Song they stated they didn't have to notify them
        - Wants to continue to be a part of the community
  - Asking Council for their thoughts and prayers – they did not know anything about this
  - Working with autistic adults and children
    - o Working with the Orange Education and Rec

7. A Motion to approve the Treasurer's Report for January, 2026 was made by Mrs. Vincent seconded by Mrs. Kurland.

Mrs. Kavander explained the Treasurer's report for January, 2026.

Ayes: Foster, Vincent, Kurland, Boyle, Perry  
Abstain:  
Nays: None

8. A Motion to approve the Tax Administrator's Report for January, 2026 was made by Mrs. Kurland seconded by Mrs. Vincent.

Mrs. Kavander explained the Tax Administrator's report for January, 2026.

Ayes: Foster, Vincent, Kurland, Boyle, Perry  
Abstain:  
Nays: None

9. A discussion of the Bills to be paid in the month of March in the amount of \$443,460.87 and additional February expenses in the amount of \$102,725.93.

10. Audience comments relating to agenda items only  
- No comments

11. Old Business of Pending Legislation and Motions

**A. ORDINANCE 2026-7**

AN ORDINANCE AMENDING A PORTION OF SECTION 1174.04 OF THE CODIFIED ORDINANCES TO AMEND THE DEFINITION OF SENIOR SINGLE FAMILY DETACHED/ATTACHED DWELLINGS. 2<sup>nd</sup> Reading

Referred to the Planning and Zoning Commission

12. New Business and Consideration of:

**A. ORDINANCE 2026-8**

AN ORDINANCE ENACTING NEW SECTION 931.20, FEES AND DEPOSITS, OF CHAPTER 932, UNIFORM REGULATIONS FOR THE USE OF MUNICIPAL FACILITIES, THE CODIFIED ORDINANCES OF ORANGE VILLAGE TO AUTHORIZE THE CHARGING FEES FOR THE EXCLUSIVE USE OF CERTAIN MUNICIPAL FACILITIES AND TO COLLECT A DEPOSIT TO SECURE THE CLEANING AND MAINTENANCE OF CERTAIN MUNICIPAL FACILITIES, AMENDING SECTION 931.02(B), AND REPEALING CERTAIN ORDINANCES AND DECLARING AN EMERGENCY. 1<sup>st</sup> Reading

Administration requests suspension of the rules

A Motion to suspend the rules for Ordinance 2026-8 was made by Mrs. Perry seconded by Mr. Boyle.

Ayes: Foster, Vincent, Kurland, Boyle, Perry  
Nays: None

A Motion for passage of Ordinance 2026-8 was made by Mrs. Kurland seconded by Mrs. Vincent. Pike Pavilion was listed but should be referred to as Kluter Pavilion, this change will be made prior to approval.

Discussion ensued concerning the fees and deposit. No distinction for a non-profit, it is only for residents. The facilities are open to all but in order to make sure you are the only person using it, you have to pay the fee. Mr. Boyle stated that he normally doesn't want to pass anything on suspension but he understands that the season is coming and that is the reasoning for the suspension. Mr. Boyle inquired about a better way to handle deposits. We must deposit cash/checks within 24 hours of receipt. Mrs. Perry explained that we have to track these deposits as they are part of our "H" funds. Mr. Boyle inquired about taking credit cards.

Ayes: Foster, Vincent, Kurland, Boyle, Perry  
Abstain:  
Nays: None

13. Audience comments relating to matters which advance the good of the Village
  - No comments
  
14. Comments by the Mayor
  - Cuyahoga County Soil and Water Conservation District will host a Tree Care workshop on Sunday, March 15 beginning at 10 AM at Pepper Pike. Visit our website for more information and to register.
  - Free First Aid Safety Training
  - Thursday, April 2 at 6 pm – Registration Required - visit the website or call 440-498-4400 to register
  - Women's self-defense Workshop – geared toward college-aged female residents
  - Thursday, June 4 at 6 pm – Registration is also required
  - Wish everyone a Happy St. Patrick's Day
  - Please celebrate responsibly
  - Orange Schools will be closed March 23 – 27, please drive safely and watch for children
  - March is women history month
    - o Wanted to acknowledge all the women working in Orange Village
  - Working with Woodbran concerning use of sewer to many residents in the village
    - o We have partnered with a rate specialist
  - Presentation for the fire department/Village Hall renovation
    - o Tomorrow at 7pm
  - Veteran committee to look into a program for our 250<sup>th</sup> anniversary
  - Wayfinding signage
    - o Grant from County Planning Commission
    - o Met with Mayor today with an update on the program
    - o Will get back to us the end of April
  - House of Restoration
    - o Welcome them to Orange Village
    - o Looking forward to working with them in the future
  - Wish everyone a Happy Passover

15. Comments by the Council President

- No meeting April 1 – Wished everyone a Happy Passover

16. Committee Reports and Comments by Council Members

**Foster**

- Veterans Committee held a virtual meeting
  - o Lots of great ideas per the Mayor's request
- Work with many women – all need to celebrate women and people

**Vincent**

- Charter Review Commission – great discussions – next meeting is March 30 – open to all
- Collaborative Orange School Board Mayor's Meeting – April 9 at 8am
- Arts and Culture meeting – April 7 at 7pm
  - o Replay – Saturday, August 15
- Spoke concerning Restoration Church
  - o Stated she is on his team – felt so welcome at the church
  - o Great congregation
  - o Issue was never about zoning or the variance
    - Issue was that many were not aware of it
    - Feels awareness is important
  - o Welcomed a year ago – concerned that Pastor Ringer stated he was not informed about the sale of the property
    - She wanted to table the vote because she felt more information was needed
- Kiwanis annual Easter egg hunt – April 4 – Pepper Pike Learning Center
  - o Starts at 1:00 p.m. sharp
- Wish everyone a Happy Passover, beautiful Easter holiday and Happy Spring

**Kurland**

- Wish everyone a Happy Easter
- Be safe – weather will be bad – wet and freezing rain this weekend

**Boyle**

- Welcomed Pastor
- Main issue he felt is communication
  - o Understands the issue that arose, we as public servants have obligation to do our work
    - Does not feel this was moved with expediency
    - It has been discussed many times
    - He feels communication with the church and the property owner is the issue

17. Adjournment of the Council Meeting of March 11, 2026

A Motion to adjourn the Council Meeting of March 11, 2026 was made by Mrs. Vincent seconded by Mrs. Perry.

Ayes: Foster, Vincent, Kurland, Boyle, Perry

Nays: None

Council Meeting of March 11, 2026 was adjourned at 7:39 p.m.

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Annamarie Girardi  
Council Clerk

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Lisa Perry  
Council President

**Orange Village**  
**Summary of Monthly and Year to Date Activity**  
**For Fiscal Year 2026 (thru February)**

	1/1/2026	February Revenues	Prior month YTD revenues	YTD Revenues	February Expenses	Prior month YTD expenses	YTD Expenses	2/28/2026
<b>GENERAL FUND:</b>								
101 General Fund, Unreserved	<b>7,068,851.86</b>	1,018,641.88	882,374.78	1,901,016.66	785,552.65	905,386.84	1,690,939.49	<b>7,278,929.03</b>
Total General Fund, Unreserved	<b>7,068,851.86</b>	1,018,641.88	882,374.78	1,901,016.66	785,552.65	905,386.84	1,690,939.49	<b>7,278,929.03</b>
101 General Fund, Reserve	3,000,000.00	-	-	-	-	-	-	3,000,000.00
101 General Fund, Retirement Reserve	500,000.00	-	-	-	-	-	-	500,000.00
101 General Fund - H Funds	696,846.55	396.00	493.00	889.00	45,630.15	52,274.77	97,904.92	599,830.63
101 General Fund, Unclaimed Monies	5,540.50	-	-	-	-	-	-	5,540.50
Total General Fund, Reserves	<b>4,202,387.05</b>	396.00	493.00	889.00	45,630.15	52,274.77	97,904.92	<b>4,105,371.13</b>
Total GENERAL FUND	<b>11,271,238.91</b>	1,019,037.88	882,867.78	1,901,905.66	831,182.80	957,661.61	1,788,844.41	<b>11,384,300.16</b>
<b>SPECIAL REVENUE FUNDS:</b>								
201 Street Maintenance & Repair	647,873.22	21,043.52	18,995.13	40,038.65	26,570.89	54,499.11	81,070.00	606,841.87
202 State Highway Improvement	24,294.18	1,611.60	1,501.30	3,112.90	9,200.25	-	9,200.25	18,206.83
204 State & Local Law Enforcement	24,315.02	-	-	-	-	-	-	24,315.02
205 Mayor's Court Computer	1,292.28	90.00	70.00	160.00	100.00	119.60	219.60	1,232.68
206 Police Professional Training	59,726.86	-	34,017.83	34,017.83	795.00	1,990.00	2,785.00	90,959.69
207 Police Pension	83,445.13	4,000.00	1,000.00	5,000.00	32,107.07	33,532.81	65,639.88	22,805.25
209 Pinecrest TIF	-	-	-	-	-	-	-	-
210 Tax Increment Financing	196,875.09	-	-	-	-	-	-	196,875.09
297 Ohio EPA Grant	-	-	-	-	-	-	-	-
Total SPECIAL REVENUE FUNDS	<b>1,037,821.78</b>	26,745.12	55,584.26	82,329.38	68,773.21	90,141.52	158,914.73	<b>961,236.43</b>
<b>DEBT SERVICE FUND:</b>								
301 Debt Service	562,432.53	-	-	-	-	2,529.62	2,529.62	559,902.91
<b>CAPITAL IMPROVEMENT FUNDS:</b>								
401 Capital Improvement	3,233,626.97	-	-	-	310.61	-	310.61	3,233,316.36
402 Capital Equipment	1,716,905.31	2,366.00	1,130.00	3,496.00	9,575.26	369,324.16	378,899.42	1,341,501.89
403 Recreation Capital Improvement	300,471.35	-	-	-	-	-	-	300,471.35
406 Infrastructure Levy	1,092,219.80	47,000.00	21,433.72	68,433.72	28,001.00	2,977.56	30,978.56	1,129,674.96
Total CAPITAL IMPROVEMENT FUNDS	<b>6,343,223.43</b>	49,366.00	22,563.72	71,929.72	37,886.87	372,301.72	410,188.59	<b>6,004,964.56</b>
<b>Total ALL FUNDS</b>	<b>19,214,716.65</b>	<b>1,095,149.00</b>	<b>961,015.76</b>	<b>2,056,164.76</b>	<b>937,842.88</b>	<b>1,422,634.47</b>	<b>2,360,477.35</b>	<b>18,910,404.06</b>

Orange Village  
 Revenue and Expenditure Report  
 2/28/2026

17%

	Budget	2/28/2026	2026	% Received/ % Spent	2/28/2025	2025	Month Incr (Decr)	YTD Incr(Decr)
<b>FUND 101: GENERAL FUND</b>								
<b>Revenue:</b>								
Property Tax	755,000.00	35,000.00	48,000.00	6.36%	115,000.00	125,000.00	(80,000.00)	(77,000.00)
Admissions and Lodging	925,000.00	44,149.31	114,848.58	12.42%	50,094.85	118,321.95	(5,945.54)	(3,473.37)
Income Tax	8,200,000.00	754,614.57	1,452,826.47	17.72%	687,093.05	1,361,045.72	67,521.52	91,780.75
Intergovernmental	148,500.00	19,631.60	28,510.57	19.20%	4,608.61	8,594.58	15,022.99	19,915.99
Charges for Services	180,500.00	13,134.50	30,854.59	17.09%	8,715.86	26,941.49	4,418.64	3,913.10
Fees, Fines & Permits	785,500.00	38,007.58	62,128.87	7.91%	36,621.05	68,477.90	1,386.53	(6,349.03)
Miscellaneous - RITA Refund	170,000.00	-	-	0.00%	-	-	-	-
Miscellaneous Income	578,150.00	80,176.64	129,919.90	22.47%	67,179.19	126,079.91	12,997.45	3,839.99
Misc - H Funds	597,575.00	34,323.68	34,816.68	5.83%	21,768.39	47,511.55	12,555.29	(12,694.87)
Misc - Unclaimed Monies	-	-	-	-	-	-	-	-
<b>101 Total Revenue - General Fund</b>	<b>12,340,225.00</b>	<b>1,019,037.88</b>	<b>1,901,905.66</b>	<b>15.41%</b>	<b>991,081.00</b>	<b>1,881,973.10</b>	<b>27,956.88</b>	<b>19,932.56</b>
<b>Expenditures:</b>								
<b>1011 Police</b>								
Salary & Wages	2,553,730.00	179,138.08	374,820.38	14.68%	186,673.82	394,247.61	(7,535.74)	(19,427.23)
Gov't Obligation	37,030.00	2,553.38	5,340.65	14.42%	8,746.08	11,710.85	(6,192.70)	(6,370.20)
Pensions	32,604.00	1,806.50	3,732.64	11.45%	2,084.32	4,240.23	(277.82)	(507.59)
Fringe Benefits	378,241.00	26,573.37	53,146.74	14.05%	25,611.94	51,183.88	961.43	1,962.86
Operating Expenses	605,119.00	72,052.93	152,210.54	25.15%	64,589.96	69,383.40	7,462.97	82,827.14
H Funds	12,000.00	396.00	704.00	5.87%	176.00	528.00	220.00	176.00
<b>Total Police</b>	<b>3,618,724.00</b>	<b>282,520.26</b>	<b>589,954.95</b>	<b>16.30%</b>	<b>287,882.12</b>	<b>531,293.97</b>	<b>(5,361.86)</b>	<b>58,660.98</b>
<b>1012 Fire</b>								
Salary & Wages	1,181,364.00	101,681.47	198,955.77	16.84%	103,441.71	197,250.08	(1,760.24)	1,705.69
Gov't Obligation	90,375.00	7,458.64	14,596.76	16.15%	10,546.62	17,394.56	(3,087.98)	(2,797.80)
Pensions	11,357.00	647.82	1,238.63	10.91%	757.33	1,397.92	(109.51)	(159.29)
Operating Expenses	156,800.00	40,262.66	41,647.44	26.56%	13,088.46	15,612.43	27,174.20	26,035.01
<b>Total Fire</b>	<b>1,439,896.00</b>	<b>150,050.59</b>	<b>256,438.60</b>	<b>17.81%</b>	<b>127,834.12</b>	<b>231,654.99</b>	<b>22,216.47</b>	<b>24,783.61</b>
<b>3013 Community Service</b>								
Salary & Wages	342,703.00	25,602.10	50,571.92	14.76%	24,340.82	48,238.73	1,261.28	2,333.19
Gov't Obligation	4,971.00	364.02	718.86	14.46%	(529.50)	(191.64)	893.52	910.50
Pensions	47,979.00	3,584.30	7,080.08	14.76%	3,407.72	6,753.43	176.58	326.65
Fringe Benefits	68,484.00	4,730.93	9,461.86	13.82%	5,306.70	10,613.40	(575.77)	(1,151.54)
Operating Expenses	42,500.00	422.85	6,076.99	14.30%	3,057.50	3,057.50	(2,634.65)	3,019.49
H Funds	575,000.00	45,234.15	96,600.92	16.80%	49,317.70	57,262.28	(4,083.55)	39,338.64
<b>Total Community Service</b>	<b>1,081,637.00</b>	<b>79,938.35</b>	<b>170,510.63</b>	<b>15.76%</b>	<b>84,900.94</b>	<b>125,733.70</b>	<b>(4,962.59)</b>	<b>44,776.93</b>
<b>4014 Rubbish</b>								
Operating Expenses	361,500.00	24,204.48	49,651.47	13.73%	48,267.42	48,352.42	(24,062.94)	1,299.05
<b>Total Rubbish</b>	<b>361,500.00</b>	<b>24,204.48</b>	<b>49,651.47</b>	<b>13.73%</b>	<b>48,267.42</b>	<b>48,352.42</b>	<b>(24,062.94)</b>	<b>1,299.05</b>
<b>5015 Service</b>								
Salary & Wages	824,524.00	65,376.72	130,181.88	15.79%	61,744.71	121,019.23	3,632.01	9,162.65
Gov't Obligation	11,957.00	930.54	1,852.79	15.50%	341.58	1,183.86	588.96	668.93
Pensions	115,182.00	9,152.73	18,001.47	15.63%	8,420.29	16,718.73	732.44	1,282.74
Fringe Benefits	153,624.00	10,068.34	20,136.68	13.11%	9,085.39	18,225.78	982.95	1,910.90
Operating Expenses	187,000.00	19,809.73	31,065.86	16.61%	27,785.09	31,269.22	(7,975.36)	(203.36)
<b>Total Service</b>	<b>1,292,287.00</b>	<b>105,338.06</b>	<b>201,238.68</b>	<b>15.57%</b>	<b>107,377.06</b>	<b>188,416.82</b>	<b>(2,039.00)</b>	<b>12,821.86</b>
<b>5016 Building &amp; Land</b>								
Operating Expenses	244,500.00	19,405.91	36,492.51	14.93%	15,197.69	28,519.34	4,208.22	7,973.17
<b>Total Building &amp; Land</b>	<b>244,500.00</b>	<b>19,405.91</b>	<b>36,492.51</b>	<b>14.93%</b>	<b>15,197.69</b>	<b>28,519.34</b>	<b>4,208.22</b>	<b>7,973.17</b>

annual radio fee/maintenance, annual VEG dues,

annual radio maintenance and annual software licensing

Orange Village  
Revenue and Expenditure Report  
2/28/2026

17%

	Budget	2/28/2026	2026	% Received/ % Spent	2/28/2025	2025	Month Incr (Decr)	YTD Incr(Decr)
7018 Mayor's Office								
Salary & Wages	55,000.00	4,583.33	9,166.66	16.67%	4,583.33	9,166.66	-	-
Gov't Obligation	798.00	66.46	132.92	16.66%	(810.90)	(744.44)	877.36	877.36
Pensions	7,700.00	641.67	1,283.34	16.67%	641.67	1,283.34	-	-
Fringe Benefits	96.00	8.00	16.00	16.67%	8.00	76.00	-	(60.00)
Operating Expenses	57,000.00	1,658.53	2,713.53	4.76%	1,458.53	1,458.53	200.00	1,255.00
Total Mayor's Office	120,594.00	6,957.99	13,312.45	11.04%	5,880.63	11,240.09	1,077.36	2,072.36
7019 Council								
Salary & Wages	94,800.00	7,900.00	15,800.00	16.67%	7,900.00	15,800.00	-	-
Gov't Obligation	1,375.00	114.55	229.10	16.66%	(1,423.17)	(1,308.62)	1,537.72	1,537.72
Pensions	13,272.00	1,106.00	2,212.00	16.67%	1,106.00	2,212.00	-	-
Operating Expenses	10,000.00	467.97	477.62	4.78%	430.00	(564.23)	37.97	1,041.85
Total Council	119,447.00	9,588.52	18,718.72	15.67%	8,012.83	16,139.15	1,575.69	2,579.57
7020 Finance								
Salary & Wages	288,700.00	23,750.65	54,328.53	18.82%	18,125.00	39,569.05	5,625.65	14,759.48
Gov't Obligation	4,160.00	338.50	776.00	18.65%	(2,492.77)	(2,177.20)	2,831.27	2,953.20
Pensions	40,159.00	3,325.10	6,475.20	16.12%	2,450.00	4,826.22	875.10	1,648.98
Fringe Benefits	44,256.00	3,548.53	7,097.06	16.04%	2,628.64	5,257.28	919.89	1,839.78
Operating Expenses	1,325,500.00	61,642.91	134,024.94	10.11%	71,619.78	103,912.71	(9,976.87)	30,112.23
Total Finance	1,702,775.00	92,605.69	202,701.73	11.90%	92,330.65	151,388.06	275.04	51,313.67
7021 Law								
Salary & Wages	47,520.00	3,958.34	9,920.34	20.88%	5,337.00	10,746.00	(1,378.66)	(825.66)
Gov't Obligation	690.00	57.40	143.85	20.85%	(771.68)	(702.31)	829.08	846.16
Pensions	6,653.00	554.17	1,388.85	20.88%	834.68	1,504.44	(280.51)	(115.59)
Operating Expenses	128,000.00	14,392.00	28,294.50	22.11%	4,185.00	4,185.00	10,207.00	24,109.50
Total Law	182,863.00	18,961.91	39,747.54	21.74%	9,585.00	15,733.13	9,376.91	24,014.41
7022 Information Technology								
Operating Expenses	256,697.00	12,376.90	18,544.49	7.22%	32,185.27	47,559.33	(19,808.37)	(29,014.84)
Total Info Technology	256,697.00	12,376.90	18,544.49	7.22%	32,185.27	47,559.33	(19,808.37)	(29,014.84)
7023 Administration								
Salary & Wages	107,880.00	8,132.67	19,305.33	17.90%	6,916.66	16,136.13	1,216.01	3,169.20
Gov't Obligation	157,415.00	12,187.52	12,346.12	7.84%	(603.91)	(473.64)	12,791.43	12,819.76
Pensions	15,104.00	1,138.58	2,255.88	14.94%	968.34	1,904.45	170.24	351.43
Fringe Benefits	102,858.00	6,364.19	8,412.33	8.18%	7,581.77	10,356.30	(1,217.58)	(1,943.97)
Operating Expenses	289,350.00	1,411.18	148,612.98	51.36%	1,296.61	136,242.86	114.57	12,370.12
H Funds	18,000.00	-	600.00	3.33%	-	200.00	-	400.00
Total Administration	690,607.00	29,234.14	191,532.64	27.73%	16,159.47	164,366.10	13,074.67	27,166.54
9001 Transfers/Advances								
Transfers/Advances	1,192,000.00	-	-	0.00%	-	-	-	-
Total Transfers/Advances	1,192,000.00	-	-	0.00%	-	-	-	-
<b>101 Total Expenditures - General Fund</b>	<b>12,303,527.00</b>	<b>831,182.80</b>	<b>1,788,844.41</b>	<b>14.54%</b>	<b>835,613.20</b>	<b>1,560,397.10</b>	<b>(4,430.40)</b>	<b>228,447.31</b>
<b>Grand Total - All Revenues</b>	<b>12,340,225.00</b>	<b>1,019,037.88</b>	<b>1,901,905.66</b>	<b>15.41%</b>	<b>991,081.00</b>	<b>1,881,973.10</b>	<b>27,956.88</b>	<b>19,932.56</b>
<b>Grand Total - All Expenditures</b>	<b>12,303,527.00</b>	<b>831,182.80</b>	<b>1,788,844.41</b>	<b>14.54%</b>	<b>835,613.20</b>	<b>1,560,397.10</b>	<b>(4,430.40)</b>	<b>228,447.31</b>

Dec 2025's higher payment pd in 2026  
Dec 2025's higher payment pd in 2026  
Dec 2025's higher payment pd in 2026 negotiations

annual insurance payment

**ORANGE VILLAGE TAX ADMINISTRATORS REPORT**

Prepared by Dana J. Kavander

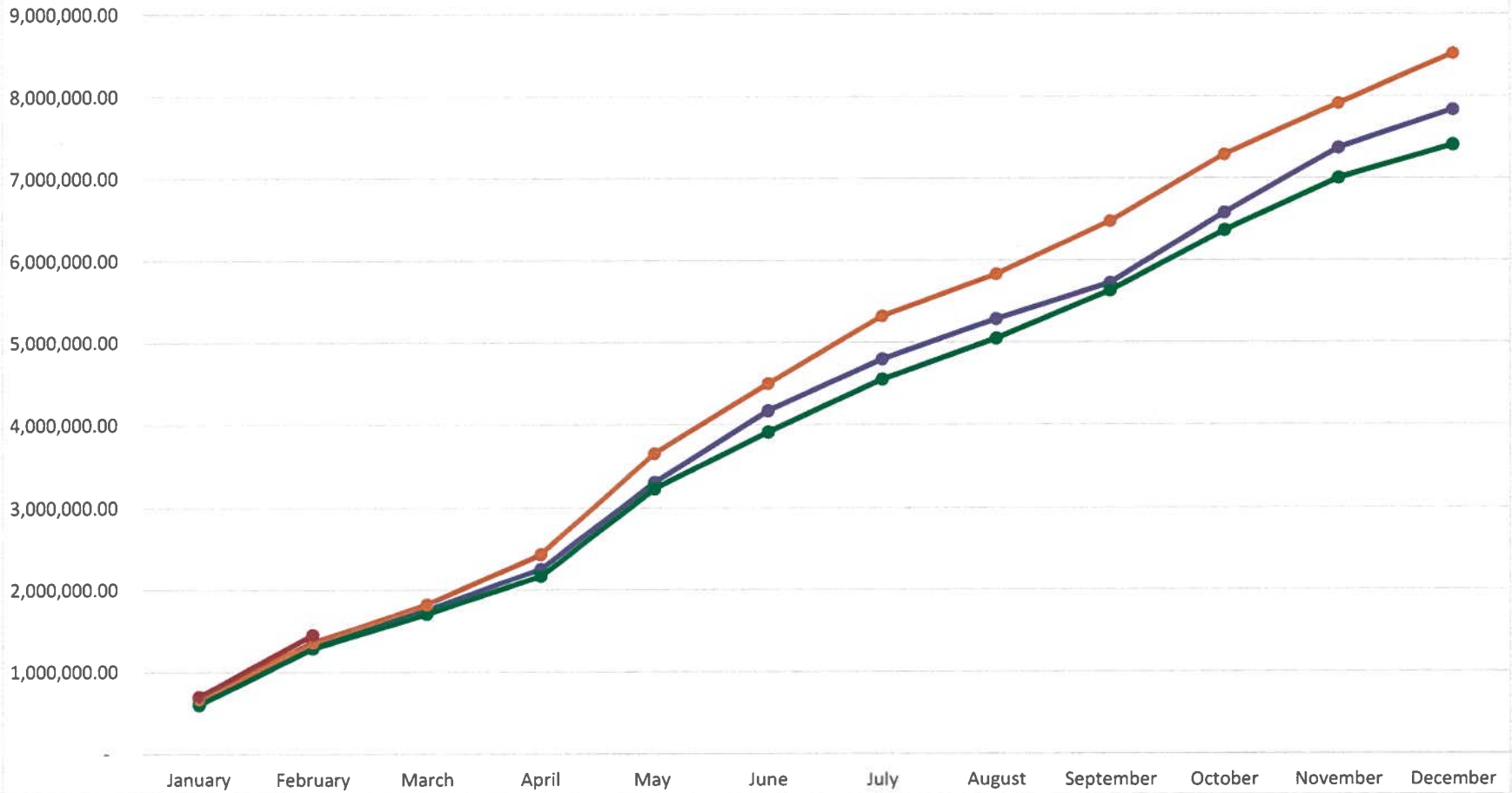
Funds Received by February 28, 2026

	Wage Withholdings	Individual Taxpayers	Business Net Profits	Gross Taxes Collected	Less: Expenses	Net Income Tax Collections
Orange Village	244,533.45	261,421.31	24,314.00	530,268.76	(15,250.06)	515,018.70
Pinecrest Development	150,712.43	0.00	0.00	150,712.43	(4,521.37)	146,191.06
<b>Total Orange Village</b>	<b>395,245.88</b>	<b>261,421.31</b>	<b>24,314.00</b>	<b>680,981.19</b>	<b>(19,771.43)</b>	<b>661,209.76</b>
Chagrin Highlands	73,583.95	75.43	(26.00)	73,633.38	(2,209.00)	71,424.38
<b>Feb-26</b>	<b>468,829.83</b>	<b>261,496.74</b>	<b>24,288.00</b>	<b>754,614.57</b>	<b>(21,980.43)</b>	<b>732,634.14</b>
Orange Village	237,659.38	236,650.70	25,990.03	500,300.11	(15,488.05)	484,812.06
Pinecrest Development	124,379.02	0.00	0.00	124,379.02	(3,731.37)	120,647.65
<b>Total Orange Village</b>	<b>362,038.40</b>	<b>236,650.70</b>	<b>25,990.03</b>	<b>624,679.13</b>	<b>(19,219.42)</b>	<b>605,459.71</b>
Chagrin Highlands	62,699.78	0.00	0.00	62,699.78	(1,880.99)	60,818.79
<b>Feb-25</b>	<b>424,738.18</b>	<b>236,650.70</b>	<b>25,990.03</b>	<b>687,378.91</b>	<b>(21,100.41)</b>	<b>666,278.50</b>
Increase/ (Decrease)	44,091.65	24,846.04	(1,702.03)	67,235.66	(880.02)	66,355.64
Orange Village	439,254.89	567,381.75	57,251.89	1,063,888.53	(31,276.15)	1,032,612.38
Pinecrest Development	254,702.84	0.00	0.00	254,702.84	(7,641.09)	247,061.75
<b>Total Orange Village</b>	<b>693,957.73</b>	<b>567,381.75</b>	<b>57,251.89</b>	<b>1,318,591.37</b>	<b>(38,917.24)</b>	<b>1,279,674.13</b>
Chagrin Highlands	134,117.50	117.60	0.00	134,235.10	(4,027.05)	130,208.05
<b>YTD 2026</b>	<b>828,075.23</b>	<b>567,499.35</b>	<b>57,251.89</b>	<b>1,452,826.47</b>	<b>(42,944.29)</b>	<b>1,409,882.18</b>
Orange Village	370,490.24	554,635.14	53,717.64	978,843.02	(30,405.07)	948,437.95
Pinecrest Development	266,287.90	0.00	0.00	266,287.90	(7,988.64)	258,299.26
<b>Total Orange Village</b>	<b>636,778.14</b>	<b>554,635.14</b>	<b>53,717.64</b>	<b>1,245,130.92</b>	<b>(38,393.71)</b>	<b>1,206,737.21</b>
Chagrin Highlands	115,914.80	0.00	0.00	115,914.80	(3,477.44)	112,437.36
<b>YTD 2025</b>	<b>752,692.94</b>	<b>554,635.14</b>	<b>53,717.64</b>	<b>1,361,045.72</b>	<b>(41,871.15)</b>	<b>1,319,174.57</b>
Increase/ (Decrease)	75,382.29	12,864.21	3,534.25	91,780.75	(1,073.14)	90,707.61

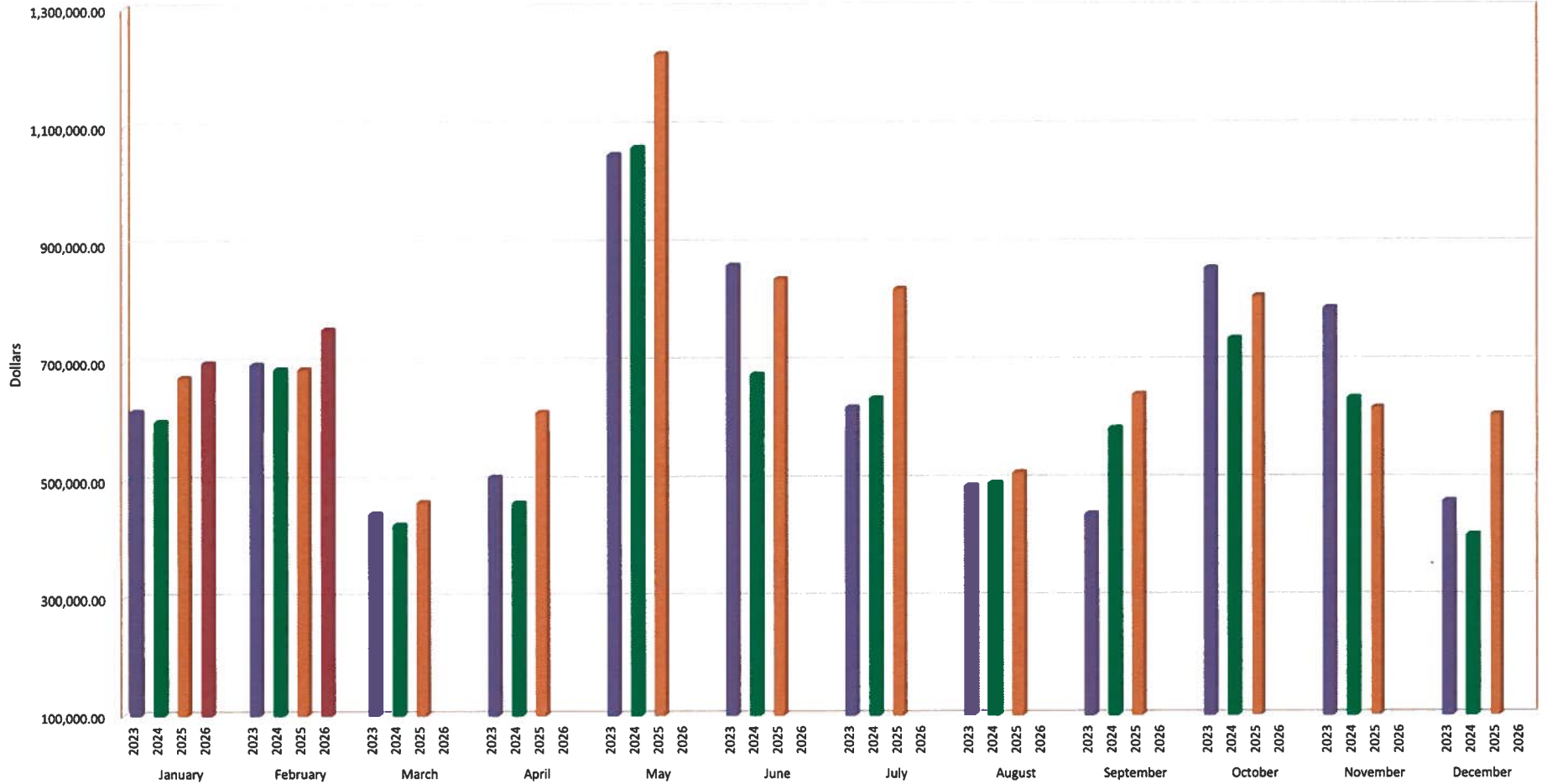
	2026	Annual Budget	2025	Annual Budget
YTD Gross Tax Collections	1,452,826.47		1,361,045.72	
Budget	1,366,666.67	8,200,000.00	1,293,333.33	7,760,000.00
Increase (Decrease)	86,159.80		67,712.39	

### 2023 - 2026 Monthly Cumulative Income Tax Revenue

2023 2024 2025 2026



2025 Monthly Gross Income Tax Revenue  
(2023-2026 comparative)



Payee	Description	Amount	Fund
A.M.C.C.O.	Employee Training	\$ 200.00	101
Airgas Inc	Repairs/Maintenance/Supplies	\$ 243.99	101
Atwell's Police & Fire Equipment Co	Repairs/Maintenance/Supplies	\$ 262.00	101
Auburn Fence Corp	Dog Park	\$ 118.85	403
Auburn Pipe & Plumbers Supply Co	Dog Park	\$ 83.99	403
	Storm Sewer Repair	\$ 287.20	406
		371.19	
Bestlight Led Corp	Repairs/Maintenance/Supplies	\$ 553.20	101
Bj's Restaurants, Inc.	Building Refund: Bond/Deposit	\$ 1,855.56	101 H
Calfee Halter & Griswold LLP	RE: Woodbran Sewer	\$ 3,072.50	101 H
Chagrin Valley Dispatch Council	April 2026 IT Support	\$ 2,863.44	101
	April 2026 LEADS	\$ 250.00	101
	Dispatch service April 2026	\$ 19,252.99	101
		22,366.43	
Cintas Corporation	Mat Service April 2026	\$ 369.94	101
City Of Bedford	Municipal court costs Jan/Feb 2026	\$ 11,341.60	101
City Of Cleveland	Zone Income Tax Fund March 2026	\$ 25,980.28	101
City Of Solon	Jail service February 2026	\$ 3,100.00	101
City Of Warrensville Heights	Zone Income Tax Fund March 2026	\$ 7,975.53	101
Concord Road Equipment Mfg., Inc.	Auger Replacement ORS2/OR61	\$ 8,426.06	101
	Repairs/Maintenance/Supplies	\$ 273.00	101
		8,699.06	
Core & Main LP	Storm Sewer Repair	\$ 450.10	406
Crown Cleaning Systems	Repairs/Maintenance/Supplies	\$ 100.00	101
Csutest.Com LLC	Employee Training	\$ 725.00	101
Cuyahoga Cty Fire Chiefs' Assoc.	2026 CCFCA Dues and USAR cost share	\$ 550.00	101
Cuyahoga SWCD	2026 pipe program fees	\$ 6,600.00	406
D.E. Williams Electric, Inc.	Orange Place Lighting Repairs	\$ 1,750.00	406
Dell Marketing LP	Adobe Acrobat Pro	\$ 95.58	101
	MDT computers new police vehicles	\$ 5,986.66	402
		6,082.24	
Dies Electric	Building Refund: Bond/Deposit	\$ 833.00	101 H
Division Of Water (Hydrants)	Garden Hydrant Permit 2026	\$ 228.94	101
Drury Southwest Inc.	Building Refund: Bond/Deposit	\$ 735.84	101 H
DS Architecture, LLC	Feasibility Study & Expenses New Fire Station	\$ 20,122.40	401
Dultmeier Sales	Repairs/Maintenance/Supplies	\$ 78.99	101
FBI-Leeda	Employee Training	\$ 1,590.00	206
Fraternal Order Of Police	Police union dues withholding March 2026	\$ 822.12	101
Galls Parent Holdings LLC	Repairs/Maintenance/Supplies	\$ 140.94	101
Gateway Products Recycling, Inc.	Shred event Feb 2026	\$ 996.00	101
Green Vision Materials	Disposal Fees	\$ 20.00	101
	Disposal Fees	\$ 50.00	406
		70.00	
H Creative Landscaping	Building Refund: Bond/Deposit	\$ 250.00	101 H
Hall Public Safety Co.	Radar certification 2026	\$ 180.00	101
Illuminating Company	Emery Road trail installation	\$ 2,407.06	406
Jones, Cheryl	Building Refund: Bond/Deposit	\$ 300.00	101 H
Kiesler's Police Supply Inc	Repairs/Maintenance/Supplies	\$ 2,084.90	101
Kimble Recycling & Disposal	Rubbish pickup March 2026-ESTIMATE	\$ 25,759.67	101
Klassic Decks	Building Refund: Bond/Deposit	\$ 200.00	101 H
Kluchin, Ronald A.	Vitalia Residential	\$ 125.00	101 H
Liberty Ford Aurora	Repairs/Maintenance/Supplies	\$ 395.83	101
Life-Force Management Inc	EMS Billing - Jan 2026	\$ 1,240.41	101
Lowe's	Repairs/Maintenance/Supplies	\$ 681.42	101
Marshall Power Equipment LLC	Repairs/Maintenance/Supplies	\$ 110.24	101
Metals Inc	Gun/Ammo Cage-Police Dept	\$ 510.48	401
Midwest Property & Evidence Management LLC	Employee Training	\$ 4,600.00	101
Montrose Ford	2x Police Interceptor Utility Vehicles	\$ 99,478.00	402
Mullet, Linda	Janitorial service March 2026	\$ 1,425.00	101
Ohio Fire Chiefs Association	Employee Training	\$ 550.00	101
Orange Firefighters' Assoc	Firemen dues withholding March 2026	\$ 968.00	101
O'Reilly Automotive Inc	Repairs/Maintenance/Supplies	\$ 1,006.62	101
OV Employee	Medical Reimbursement	\$ 231.62	101
OV Employee	Medical Reimbursement	\$ 912.47	101
OV Employee	Medical Reimbursement	\$ 205.44	101
OV Employee	Medical Reimbursement	\$ 371.50	101

Payee	Description	Amount	Fund
OV Employee	Medical Reimbursement	\$ 205.45	101
Persistence Of Vision, Inc.	Spring 2026 newsletter	\$ 1,635.00	101
Pulte Homes Of Ohio LLC	Building Refund: Bond/Deposit	\$ 17,913.48	101 H
S3 Technologies Inc	Interactive White Board (balance due)	\$ 4,027.53	101
Simon, Rafael Stein & Troche, Beatriz Maneiro	Building Refund: Bond/Deposit	\$ 250.00	101 H
Singerman Mills Desberg & Kauntz Co LPA	2026 Charter Review Commission	\$ 2,800.00	101
	Monthly retainer Feb 2026	\$ 7,000.00	101
	Misc Reviews	\$ 1,085.00	101 H
	Otero Development	\$ 1,260.00	101 H
	RE: Woodbran Sewer	\$ 2,195.00	101 H
	Vitalia Residential	\$ 840.00	101 H
		15,180.00	
Stephen Hovancsek & Associates, Inc.	2026 Road program engineering	\$ 5,660.80	406
	County 50/50 submittal engineering	\$ 969.00	406
	Miles Rd. Watermain Engineering	\$ 1,197.00	406
	Enbridge Gas: Connection Reviews	\$ 114.00	101 H
	Lakes of Orange	\$ 914.00	101 H
	Misc Reviews	\$ 285.00	101 H
	Otero Development	\$ 228.00	101 H
	Vitalia Residential	\$ 3,288.00	101 H
		12,655.80	
The Baldwin Group Inc.	Mayor's Ct software annual license	\$ 2,875.00	101
Times-Solon-Currents	Legal Ad	\$ 11.25	101
Town Planning Practice LLC	Village Planner Retainer March 2026	\$ 500.00	101
Transunion Risk & Alternative Data Solutions Inc	Database access fee March 2026	\$ 100.00	205
Treasurer, State Of Ohio (BBS)	1% & 3% BBS February 2026	\$ 417.88	101 H
Treasurer, State Of Ohio (Boiler Inspection)	Annual Boiler Inspections	\$ 477.75	101
Ullman Oil Company LLC	Fuel: Diesel/Gas	\$ 8,631.20	101
Unique Paving Materials Corp	Cold Patch	\$ 462.50	406
University Hospitals Health System	Employee physical/new hire testing	\$ 567.00	101
Vance's Law Enforcement	Repairs/Maintenance/Supplies	\$ 653.80	101
Village Outdoors Ltd	Fertilizer	\$ 1,295.00	101
Warrensville Hts City School District	Zone Income Tax Fund March 2026	\$ 3,422.83	101
Wildermuth, Michael H.	Pinecrest Commercial plan reviews	\$ 300.00	101 H
Zashin & Rich Co LPA	FOP Negotiations Feb 2026	\$ 2,585.00	101
	General Legal Services Feb 2026	\$ 3,547.50	101
		6,132.50	
	<b>Total</b>	<b>\$ 350,093.33</b>	

Payee	Description	Amount	Fund
<b>Additional Previous Month Expenses</b>			
<b>Payee</b>	<b>Description</b>	<b>Amount</b>	<b>Fund</b>
ADP	Payroll processing (monthly)	\$ 1,447.85	101
Anthem	Health insurance premium (monthly)	\$ 44,280.95	101
AT&T	Internet: Pincrest, security cameras (monthly)	\$ 1,094.63	101
Cleveland Water	Utility payments (monthly)	\$ 554.92	101
Enbridge Gas	Utility payments (monthly)	\$ 3,019.48	101
First Comm	Monthly muni phone & internet	\$ 2,862.16	101
Google	Workplace subscription (monthly)	\$ 505.22	101
Hartford	Life & disability insurance premium (monthly)	\$ 444.00	101
Illuminating Company	Utility payments (monthly)	\$ 7,940.46	101
PNC Credit Card	Departmental supplies	\$ 4,115.22	101
	Employee training, meeting, special events	\$ 82.95	101
	Employee training, meeting, special events	\$ 95.00	206
	Professional services	\$ 359.91	101
	Police dept gun storage	\$ 4,310.82	401
	Maintenance supplies, repairs	\$ 2,185.81	101
	Capital equipment	\$ 255.99	201
	Capital projects-infrastructure	\$ 196.95	406
	Licenses, postage, subscriptions & dues	\$ 800.48	101
		12,403.13	
Verizon Wireless	Cellular service (monthly)	\$ 1,745.03	101
Xerox	Printer lease (monthly)	\$ 1,669.90	101
	<b>Total</b>	<b>\$ 77,967.73</b>	

**GRAND TOTAL \$ 428,061.06**

**Fund Account Summary**

101 GENERAL	\$ 238,916.00
101 H FUND	\$ 36,462.26
201 STREET MAINTENANCE & REPAIR	\$ 255.99
205 MAYOR'S CT COMPUTER FUND	\$ 100.00
206 POLICE PRofessional TRAINING FUND	\$ 1,685.00
401 CAPITAL IMPROVEMENTS	\$ 24,943.70
402 CAPITAL EQUIPMENT	\$ 105,464.66
403 PARK & RECREATION	\$ 202.84
406 INFRASTRUCTURE LEVY	\$ 20,030.61
<b>GRAND TOTAL</b>	<b>\$ 428,061.06</b>

1<sup>st</sup> reading \_\_\_\_\_  
P&Z action \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_  
3<sup>rd</sup> reading \_\_\_\_\_  
Voted On \_\_\_\_\_  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
PASSED \_\_\_\_\_ DEFEATED \_\_\_\_\_

02/25/2026

## ORDINANCE NO. 2026-7

### AN ORDINANCE AMENDING A PORTION OF SECTION 1174.04 OF THE CODIFIED ORDINANCES TO AMEND THE DEFINITION OF SENIOR SINGLE FAMILY DETACHED/ATTACHED DWELLINGS.

WHEREAS, the Village has been asked to amend the definition of Senior Single Family Detached/Attached Dwellings to make it consistent with the Village Code's definition of Senior Independent Living; and

WHEREAS, this Ordinance has been referred to the Planning and Zoning Commission for a report and recommendation.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ORANGE VILLAGE, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That existing Section 1174.04(c)(5), Senior Single Family Detached/Attached Dwellings, of the Codified Ordinances of Orange Village, is amended to read as follows:

#### **“1174.04 DEFINITIONS.**

(c) \*\*\*

(5) Senior Single Family Detached/Attached Dwellings: ~~Dwellings occupied by households in which at least one (1) person is aged fifty five (55) or older.~~ Shall qualify for the “fifty-five (55) or Older” Exemption to the Fair Housing Act by satisfying each of the following requirements: (i) The developer and homeowners association shall establish and maintain covenants, conditions and restrictions that mandate at least eighty percent (80%) of the units have at least one occupant who is fifty-five (55) years of age or older; and (ii) the developer and homeowners association shall publish and adhere to policies and procedures that demonstrate the intent to operate as fifty-five (55) or Older housing; and (iii) the developer and home owners association shall comply with HUD's regulatory requirements for age verification of residents. Dwellings may be single freestanding dwelling units or attached in groups of two, three, or four units as approved in a development plan. Maximum unit height thirty-five (35) feet. Maximum two (2) stories. Individual ground floor entrances and attached garages are required.”

SECTION 2. That existing Section 1147.04(c)(5), Senior Single Family Detached/Attached Dwellings, of the Codified Ordinances of Orange Village, and any Ordinance or any part of any Ordinance in conflict with this Ordinance, are repealed to the extent of the conflict.

SECTION 3. That the actions of this Council relating to the passage of this legislation were taken 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 action occurred in meetings held in compliance with all legal requirements including Chapter 105 of the Codified Ordinances of Orange Village.

SECTION 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2026

\_\_\_\_\_  
Council President

Submitted to the Mayor for approval on this \_\_\_\_ day of \_\_\_\_\_, 2026

Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2026

ATTEST:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor



## Orange Village

4600 Lander Road • Orange Village, OH 44022 • 440-498-4400 • Fax 440-498-4404  
www.orangevillage.com

DATE: March 18, 2026

TO: ALL MEMBERS OF COUNCIL

FROM: PLANNING & ZONING COMMISSION

RE: RECOMMENDATION OF THE PLANNING & ZONING COMMISSION

**AN ORDINANCE 2026-7**

**AN ORDINANCE AMENDING A PORTION OF SECTION 1174.04 OF THE CODIFIED ORDINANCES TO AMEND THE DEFINITION OF SENIOR SINGLE FAMILY DETACHED/ATTACHED DWELLINGS.**

The Planning and Zoning Commission on March 17, 2026 recommended that Council enact the ordinance.

The vote was as follows:

Ayes: Lazar, Light, Hitt, and Mayor Kline

No: None

  
\_\_\_\_\_  
Mayor Judson Kline

3/30/2026  
Date

**ORDINANCE NO. 2026-9**

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO IMPLEMENT THE TERMS AND  
CONDITIONS OF THE TENTATIVE AGREEMENT REACHED WITH  
THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

WHEREAS, the most recent Collective Bargaining Agreement (“CBA”) between Orange Village and The Fraternal Order of Police, Ohio Labor Council, Inc. (“FOP”) expired December 31, 2025; and

WHEREAS, on November 5, 2025, the Orange Village Council authorized an extension of the CBA that was set to expire December 31, 2025; and

WHEREAS, the extension expired March 31, 2026; and

WHEREAS, the Orange Village Administration (“Administration”) and the representatives of the FOP, which represents the full-time patrol officers and sergeants of the Orange Village Police Department, engaged in good- faith negotiations concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, the Orange Village Administration and representatives of FOP reached a tentative agreement reflecting proposed wages, hours, and other terms and conditions of employment; and

WHEREAS, the substance of the tentative agreement has been incorporated into “Exhibit A” (“Implemented Terms”), appended to this ordinance and incorporated by reference into this ordinance; and

WHEREAS, the 2026 membership of FOP voted down the tentative agreement; and

WHEREAS, on November 5, 1996, the voters of Orange Village approved an amendment to Article V, Section 8 of the Orange Village Charter (“Charter Amendment”), which imposed the duty of the Village to collectively bargain with the full-time sworn police officers; and

WHEREAS, the Village and the FOP have approved a CBA every three years since 1996, and have had generally good labor relations since the passage of the Charter Amendment; and

WHEREAS, the Charter Amendment states that, in providing for the wages, terms, and conditions of employment for all full-time sworn police officers, Council shall adhere to the provisions set forth in Chapter 4117 of the Ohio Revised Code (“Chapter 4117”) regarding collective bargaining, and further states that the Village waives any exemptions granted to municipalities of its type in Chapter 4117; and

WHEREAS, the Charter Amendment further provides that Orange Village agrees to abide by all provisions contained in Chapter 4117 and to permit employees: the right to form, join, or participate in any employee organization of their choosing; to bargain collectively to determine wages, hours, and terms and other conditions of employment and to enter into collective bargaining agreements; and to engage in other lawful concerted activities for the purposes of collective bargaining, and

WHEREAS, the waiver by the Village contained in Article V, Section 8 does not and cannot vest jurisdiction in the State Employment Relations Board to resolve disputes between the Village and the FOP because: (1) the Village does not satisfy the definition of “public employer” under Revised Code Section 4117.01(B) as it does not have a population of at least 5,000 according to the most recent federal decennial census; and (2) there is no provision in Chapter 4117 that permits a municipality such as the Village that does not meet the statutory definition of “public employer” to place itself, either voluntarily or by agreement with the FOP, under the requirements of Chapter 4117 and SERB’s jurisdiction; and

WHEREAS, there exists no other Ohio statute that regulates the Village’s collective bargaining activities and decisions, so any such activities and decisions are governed by the common law or any contractual agreement between the Village and the FOP regarding the resolution of disputes arising during the negotiation of a successor collective bargaining agreement; and

WHEREAS, Orange Village has not agreed to an alternative dispute procedure in the event there is a failure to reach agreement on a new collective bargaining agreement with the FOP, and the Charter does not require the Village to participate in any alternative dispute procedure, so there is no dispute remedy mechanism that is legally binding on the Village; and

WHEREAS, Article III, Section 8 of the Orange Village Charter provides that Council shall have the power to fix all compensation paid by the Municipality; and

WHEREAS, this Council finds it necessary and in the best interests of Orange Village to legislate, under Article III, Section 8 of the Orange Village Charter, the compensation and other terms and conditions of employment for full-time sworn police officers, in accordance with the tentative agreement which was agreed to by both the Village’s and the FOP’s representatives, which are contained in the Implemented Terms; and

WHEREAS, this Council finds and determines that this action is consistent with the Orange Village Charter and Ohio law after having, in good faith compliance with the Charter Amendment, collectively bargained with the FOP.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ORANGE VILLAGE, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That the Mayor be, and hereby is, authorized and directed to implement the terms and conditions of the “Implemented Terms and Conditions of Employment for Orange

Village and the Fraternal Order of Police (Police Officers& Promoted Bargaining Units)", a copy of which is attached hereto, marked "Exhibit A", and incorporated by reference herein.

SECTION 2. That the terms and conditions of the Implemented Terms shall be in force and effect until December 31, 2028, subject to amendments, if any, subsequently agreed to by the parties.

SECTION 3. That the actions of this Council concerning and relating to the passage 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 action were in meetings which were held according to law.

SECTION 4. That this Ordinance shall take effect at the earliest time permitted by law.

PASSED: \_\_\_\_\_, 2026

\_\_\_\_\_

Council President

Submitted to the Mayor for approval

on this \_\_\_\_ day of \_\_\_\_\_, 2026

Approved by the Mayor this

\_\_\_\_\_ day of \_\_\_\_\_, 2026

ATTEST:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

**EXHIBIT "A"**

IMPLEMENTED TERMS AND CONDITIONS OF EMPLOYMENT  
FOR



ORANGE VILLAGE

AND



THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

(POLICE OFFICERS & PROMOTED BARGAINING UNITS)

EFFECTIVE:

January 1, 2026 - December 31, 2028

**EXHIBIT “A”**

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## **EXHIBIT “A”**

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# **EXHIBIT “A”**

## **ARTICLE 1** **AGREEMENT**

### **Section 1.1-Preamble**

These Terms and Conditions of Employment are hereby implemented by Orange Village, hereinafter referred to as “the Village”, upon the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as “the FOP”.

### **Section 1.2**

[RESERVED]

### **Section 1.3-Gender and Plural**

Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

### **Section 1.4-Headings**

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

## **ARTICLE 2** **RECOGNITION**

### **Section 2.1-Recognition**

The FOP is recognized as the sole and exclusive representative for negotiating wages, hours and terms and conditions of employment.

### **Section 2.2-Bargaining Units**

These Implemented Terms and Conditions of Employment cover two (2) bargaining units. The bargaining units shall consist of:

- A. All full-time sworn police officers below the rank of Sergeant who are employed by the Village. (“Police Officer Unit”).
- B. All full-time sworn police officers of the rank of Sergeant or above who are employed by the Village but excluding the rank of Lieutenant and Chief. (“Promoted Unit”).

References throughout these Implemented Terms and Conditions of Employment to employee or employees shall mean employees within both bargaining units, as listed above, unless specified otherwise.

## **EXHIBIT “A”**

### **Section 2.3-Bargaining Unit Exclusions**

All positions and classifications not specifically established in Section 2.2 as being included in a bargaining unit shall be excluded from that bargaining unit. Notwithstanding the provisions of the Article, part-time, seasonal, temporary, probationary, management, supervisory, fiduciary, casual, and all other employees of the Village shall be excluded from the bargaining units.

### **Section 2.4-Bargaining Unit Work**

Bargaining unit members shall have the first opportunity to perform bargaining unit work before non-bargaining unit employees, e.g., departmentally approved overtime and departmentally approved extra-duty work within the Village. Bargaining unit work protection does not impair or prevent the Village from utilizing part-time police officers to supplement shift staffing of the patrol division or the staffing of patrol shifts to fill staffing needs of the Village that may occur for any prescheduled absence of bargaining unit members.

## **ARTICLE 3** **NON-DISCRIMINATION**

### **Section 3.1-Joint Pledge**

The Village and the FOP agree not to discriminate against any employee on the basis of age, sex, race, color, creed, religion, national origin, disability, political affiliation, veteran status, military status, sexual orientation<sup>1</sup> and application for or participation in the workers' compensation program. The provision of these Implemented Terms and Conditions of Employment shall be applied equally to all employees.

### **Section 3.2-FOP Pledge**

The FOP expressly agrees that membership in the FOP is at the option of the employee and that the FOP and the Village will not discriminate against employees with respect to representation between members and non-members based on union membership or non-membership.

## **ARTICLE 4** **MANAGEMENT RIGHTS**

### **Section 4.1-Management Rights**

Except as specifically limited herein, the Village shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of

---

<sup>1</sup> The term “sexual orientation” as it relates to Article 3 and every other Article or Section in these Implemented Terms and Conditions of Employment or Section in these Implemented Terms and Conditions of Employment, including but not limited to Article 3, the term “spouse” is defined to apply to only a spouse legally recognized by the Constitution or the laws of the State of Ohio. Additionally, the term “dependent” is also defined to refer only to a dependent legally recognized by the Constitution or laws of the State of Ohio. These definitions also apply to any future Memorandum of Understanding unless expressly stated otherwise in the Memorandum of Understanding.

## **EXHIBIT “A”**

operations. Specifically, the Village’s exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, layoff and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division within the police department; to transfer (including the assignment and allocation of work operations-divisions) within or to other operations divisions; to determine the work methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs, and to determine staffing patterns, including, but not limited to assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

### **Section 4.2-FOP Recognition**

The FOP recognizes and accepts that all rights and responsibilities of the Village not expressly restricted or modified herein and as permitted by law shall remain the function of the Village.

## **ARTICLE 5** **DRUG TESTING**

### **Section 5.1**

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees is prohibited in the workplace, except as otherwise may be allowed by law, and employees in violation of this provision may be subject to disciplinary action up to and including termination.

### **Section 5.2**

The Village may, at its discretion, implement a drug testing procedure for controlled substances for all employees, provided such procedure is administered pursuant to the provisions hereafter set forth.

### **Section 5.3**

All employees may be required to submit to a drug test on an annual basis and may be subject to one (1) random drug test per year, provided such random test is not done for discriminatory purposes. Additionally, employees may be required to submit to a drug test for reasonable cause.

### **Section 5.4**

All laboratory and other fees shall be paid by the Village, as well as the time spent taking the drug test if the employee is off duty.

### **Section 5.5**

The testing procedure established shall protect the employee’s individual privacy, ensure the accountability and integrity of specimens, and shall be conducted at a professional laboratory capable of administering such testing.

## **EXHIBIT "A"**

### Section 5.6

The results of all initial screening and confirmation test shall be kept confidential and will not be disclosed to anyone, except the Village and the employee affected, without first obtaining the written authorization from the employee except as evidence in a disciplinary action and/or legal proceeding(s).

### Section 5.7

An employee who tests positive for a controlled substance shall be subject to disciplinary action up to and including termination.

## **ARTICLE 6** **ASSOCIATION REPRESENTATION**

The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP recognizes the operational needs of the Village and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the officer in charge of the shift. The Village will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the Village requests a representative to be present during their regular working hours.

## **ARTICLE 7** **NO STRIKE - NO LOCKOUT**

### Section 7.1

The Village and the FOP agree that the Grievance Procedure provided herein is adequate to provide a fair and final determination of issues covered under the terms of these Implemented Terms and Conditions of Employment.

### Section 7.2

The FOP and any member of the bargaining unit, for the duration of these Implemented Terms and Conditions of Employment, shall not directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with the normal operations of the Village. A breach of this Section by an employee shall be proper cause for termination or other disciplinary action by the Village.

### Section 7.3

The FOP and its officers and/or shift representatives shall, at all times, cooperate with the Village in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the FOP and its officers and/or shift representatives shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the Village is in violation

## **EXHIBIT "A"**

of these Implemented Terms and Conditions of Employment, unlawful and not sanctioned or approved by the FOP. The FOP and its officers and/or shift representatives shall advise the employees to return to work immediately.

A breach of Section 7.3 shall also constitute proper charge for disciplinary action including termination.

### Section 7.4

The Village shall not lock out any employees for the duration of these Implemented Terms and Conditions of Employment.

## **ARTICLE 8** **DISCIPLINE**

### Section 8.1

Disciplinary action taken by the Village shall be for just cause.

### Section 8.2

All non-probationary employees who are suspended, demoted or discharged, or subject to any type of discipline shall be given written notice regarding the reason(s) for the disciplinary action.

### Section 8.3

Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Chief of Police or his/her designee and his/her Union representative of their choice.

### Section 8.4

In the case of a suspension or a dismissal, a non-probationary employee may immediately file a grievance at Step 3 of the Grievance Procedure contained in Article 9 of these Implemented Terms and Conditions of Employment and may do so no later than ten (10) days following notice of the suspension or dismissal. Such Step 3 hearing shall be held within ten (10) calendar days of the filing of the grievance and be answered within five (5) calendar days of the hearing unless extended by mutual written consent of the Village and FOP.

The decision of the employer to terminate the employment of a newly hired probationary employee or to demote a promoted employee during probationary period is not appealable through the Grievance Procedure in this section or Article 9.

### Section 8.5

Bargaining unit member shall have the right to be represented by a union officer, or non-employee Union representative during any interrogation that may result in discipline. The Village shall allow at least forty-eight (48) hours' notice prior to any interview in order for the employee to secure representation.

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### **Section 8.6 - Forms of Discipline**

Forms of discipline may only include any of the following action(s):

- A. Verbal counseling
- B. Written warning
- C. Written reprimand
- D. Suspension (should the employee and Chief of Police mutually agree, the employee may use accrued vacation leave or compensatory time during an unpaid suspension)
- E. Demotion
- F. Termination of employment

Discipline shall be applied in a corrective, progressive, remedial, and uniform manner. Progressive discipline shall take into account the nature and seriousness of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Nothing herein shall limit the right of the Village to use any of the disciplinary steps, consistent with requirements of just cause, for any offense that is of such a serious nature that use of lesser forms of progressive discipline is not appropriate or warranted.

Any discipline below the level of an unpaid suspension may be grieved but shall not be subject to arbitration under the Grievance Procedure in Article 9. Discipline that cannot be arbitrated under this Section shall not be used as a basis for issuing further progressive discipline if two (2) or more years have elapsed since the non-arbitrable discipline was issued.

### **Section 8.7 - Discipline Records**

The record of discipline shall not be considered for progressive-discipline purposes:

- A. After two (2) years if the disciplinary procedure resulted in a reprimand, or a loss of wages of not more than one (1) day, and more than two (2) years have passed without a second violation of the same or a similar offense.
- B. After three (3) years if the disciplinary procedure resulted in a suspension and loss of wages of two (2) to seven (7) working days and three (3) years have passed from the date of violation without a second violation of the same or a similar offense.
- C. After five (5) years if the disciplinary procedure resulted in a suspension and loss of wages of more than seven (7) days, and/or a reduction in rank, and five (5) years have passed without a second violation of the same or a similar offense.

## **ARTICLE 9** **GRIEVANCE PROCEDURE**

### **Section 9.1**

It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Village. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the

## **EXHIBIT “A”**

Grievance Procedure as an orderly means of resolving grievances. Actions by the Village or the FOP, which tend to impair or weaken the Grievance Procedure, are improper.

### **Section 9.2-Definition**

A “grievance” is a dispute or difference between the Village and the FOP, or between the Village and the employee concerning the interpretation, application, or compliance with any provision of these Implemented Terms and Conditions of Employment.

### **Section 9.3-Jurisdiction**

All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. The proper step to initiate the grievance is Step 1, unless the occurrence that gave rise to the grievance originates at another Step, or unless the grievance involves a suspension, demotion, or termination, then the grievance may be filed immediately to Step 3 (Mayor). If the occurrence which gave rise to the grievance originates at another Step, the grievant may initiate a grievance at that Step. A grievance shall be considered withdrawn at any point where the grievant submits a written statement to the Village and the FOP to that effect or where time requirements at any step have lapsed without further appeal by the grievant.

Any grievance not answered by the Village within the stipulated time limits may be advanced by the grievant to the next Step in the grievance procedure. All time limits on grievances set forth herein may be extended only by mutual written consent of the Village and the FOP.

A grievance may be brought by an aggrieved member covered by these Implemented Terms and Conditions of Employment. Where more than one (1) member desires to file a grievance involving an incident affecting several members in the same or similar manner, one (1) member shall be selected by the affected members to process the grievance. Each aggrieved member who desires to be included in the grievance shall sign the grievance.

### **Section 9.4-Grievance Form**

A written grievance form shall be used in processing all grievances. The written grievance form shall provide the following information:

- Grievant’s name
- Grievant’s position
- Grievant’s signature and/or signature of shift representative
- Date, time and location where alleged events giving rise to the grievance took place
- Identity of the party responsible for allegedly causing said grievance, if known
- Article or Section of these Implemented Terms and Conditions of Employment alleged to be violated
- The requested remedy

### **Section 9.5-Grievance Procedure**

It is the mutual desire of the Village and the FOP to provide for prompt resolution of grievances, with a minimum amount of interruption of work schedules. Every responsible effort shall be made

## **EXHIBIT "A"**

by the Village and the FOP to effect the resolution of grievances at the earliest possible step. In furtherance of this objective, the following grievance procedure shall be followed:

- A. Step 1-**Informal**. The grievant may orally present the grievance to the grievant's immediate supervisor holding the rank of Sergeant or higher within five (5) calendar days from the time the employee becomes aware of the occurrences which gave rise to the grievance. The grievant's immediate supervisor shall investigate and provide an appropriate answer within five (5) calendar days following an informal meeting at this Step.
- B. Step 2-**Chief of Police**. If the grievance is not informally discussed or resolved in Step 1 then the grievant and/or FOP Grievance Representative shall reduce the grievance to writing and within seven (7) calendar days of the answer at Step 1, present the written grievance to the Chief or the Chief's designee. The Chief of Police or the Chief's designee shall investigate and give a written decision to the grievant and the FOP Grievance Representative within seven (7) calendar days after receipt of the grievance.
- C. Step 3-**Mayor**. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within seven (7) calendar days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or the Mayor's designee shall meet with the grievant and/or a representative of the FOP within twenty (20) calendar days after receipt of the appeal. The Mayor or the Mayor's designee shall issue a written decision to the employee and his/her FOP representative within thirty (30) calendar days from the date of the meeting. If the Mayor or the Mayor's designee fails to respond to the grievance within the proper time limits, the grievance shall be deemed denied and the grievant and the FOP shall submit the grievance to Arbitration.
- D. Step 4-**Arbitration**. In the event a grievance is unresolved after Step 3, then within thirty (30) calendar days after the rendering of decision at Step 3, the FOP may submit the grievance to arbitration. Within this thirty (30) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators with primary residences in Ohio and will choose one by the alternative strike method. If the FMCS fails to provide full-service administration services, then the parties shall submit a joint request to the American Arbitration Association (AAA) to provide a panel of seven (7) arbitrators with primary residences in Ohio under the rules of the AAA.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of these Implemented Terms and Conditions of Employment or to make any award that itself is contrary to law or violates any of the terms and conditions of these Implemented Terms and Conditions of Employment.

The hearing shall be conducted pursuant to the arbitration policies and procedure of the FMCS.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be paid by the losing party. However, in the interests of furthering justice, the arbitrator shall have the sole

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authority to apportion his/her fees and expenses in a manner and method consistent with and supported by the evidence and equities of any particular case.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance at such arbitration hearing is required by the Village. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed two (2) employees.

The arbitrator's decision and award will be in writing. The decision of the arbitrator shall be final and binding upon the parties.

### **Section 9.6-Extension of Time**

The time limits set forth in the Grievance Procedure shall be binding, unless extended by mutual written agreement of the Village and the FOP. Any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under these Implemented Terms and Conditions of Employment. Any grievance not timely processed by the Village at any Step of the Grievance Process may immediately be referred by the FOP to the next Step.

### **Section 9.7-Right to Representation**

A grievant has a right to be represented by an FOP Grievance Representative in all Steps of the Grievance Procedure. A grievant may present grievances and have them adjusted, without the intervention of an FOP Grievance Representative, as long as the adjustment is not inconsistent with the terms of these Implemented Terms and Conditions of Employment.

### **Section 9.8-Calendar Days**

Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays and holidays.

## **ARTICLE 10** **PROBATIONARY PERIODS**

### **Section 10.1**

The probationary status of newly hired employees shall include all the formal training time (state mandated Basic Police Academy and the Village's Field Training Officer Program) plus one (1) year of active patrol duty.

### **Section 10.2**

Full-time employees promoted to the sergeants or lieutenants' classifications shall be on a non-contestable probationary period for six (6) months of active duty from the date of promotion. If during the probationary period the Village determines that such probationary employee should be removed, the employee shall be returned to the employee's former classification provided the employee's seniority entitles the employee to displace the least senior employee in that classification should no vacancy exist.

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### **ARTICLE 11** **UNION BUSINESS AND DUES DEDUCTIONS**

#### **Section 11.1-Dues Deduction**

During the term of these Implemented Terms and Conditions of Employment, the Village shall deduct regular monthly FOP dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deduction shall be made from the first paycheck of each month provided that the FOP has notified the Village in writing of the amounts to be deducted. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Village will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

The Village agrees to supply the FOP with a list of those employees for whom dues deductions have been made.

A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Fraternal Order of Police; Ohio Labor Council, Inc. at 222 East Town Street, Columbus, Ohio 43215 within thirty (30) days from the date of making said deductions. In lieu of mailing a check to the FOP, the Village may remit the total amount of dues by American Clearing House (ACH) transfer of funds to the FOP.

The FOP hereby agrees to hold the Village harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the FOP shall indemnify the Village for any such liabilities or damages that may arise.

#### **Section 11.2-Bulletin Board**

The FOP will be allowed one (1) bulletin board for official FOP notices to be located in the locker room or other appropriate place selected by the Village. There will be no posting of inflammatory material, political material, or material which may be defamatory in nature.

### **ARTICLE 12** **EMPLOYEE RIGHTS**

#### **Section 12.1 - Polygraph and Voice Stress Analyzer.**

In the course of an internal investigation, a polygraph and/or voice stress analyzer will be administered only with the consent of the employee under investigation.

#### **Section 12.2 - Fitness for Duty Examination – Safety Concerns.**

An employee may be compelled by the Village to undergo a fitness for duty examination by a licensed physician and/or licensed psychiatrist selected by the Village, only upon the Chief of Police having a reasonable articulable belief that the employee is unable to safely perform the duties of the position. Any fitness for duty examination under this section must be paid for by the Village and the employee will be in paid status during the fitness for duty examination. An employee must complete any release form required by the physician or psychiatrist to authorize

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the Village's Chief of Police to receive a copy of the fitness for duty report and the Village's Chief of Police will provide the employee a copy of this report once received.

### **ARTICLE 13** **HOURS OF WORK**

#### **Section 13.1**

The regular working period for all employees covered by these Implemented Terms and Conditions of Employment will be eighty (80) hours in a two (2) week period. It is expressly understood that the scheduling of employees within such two (2) week period is a management right.

#### **Section 13.2**

An employee may request to voluntarily trade shifts with another employee provided that both shifts traded occur within the same pay period, do not result in overtime for either employee, and subject to approval by the Chief or his/her designee. Shift trade requests shall not be unreasonably denied.

### **ARTICLE 14** **OVERTIME/COMPENSATORY TIME**

#### **Section 14.1**

Overtime pay for employees shall be at the rate of one and one-half (1-1/2) times the officer's regular hourly rate for any time employed over and above a regularly scheduled day or eighty (80) hours within two (2) weeks.

#### **Section 14.2**

For the purposes of overtime computation, longevity compensation shall be included in the base rate for such computation. Overtime shall include call-in pay, holiday, personal, vacation and compensatory time in calculation and shall exclude sick time. Overtime opportunities within the police department shall be offered first to employees of the bargaining unit on a rotating list to distribute overtime opportunity as equally among employees as possible. Should no bargaining unit member accept the overtime opportunity, the Chief of Police shall attempt to utilize part time officers prior to mandating the least senior member of the bargaining unit to fill the required shift staffing need.

#### **Section 14.3**

Employees may elect to take compensatory time-off in lieu of overtime pay, at the rate of one and one-half (1-1/2) hours for each overtime hour worked, in accordance with the provisions of the Fair Labor Standards Act and Department of Labor Regulations up to a maximum of two hundred (200) hours of accumulation during each calendar year of these Implemented Terms and Conditions of Employment. It is understood that any accumulated compensatory time must be taken prior to December 31st of each year of these Implemented Terms and Conditions of Employment or paid no later than January 31st of the following year, unless the employee notifies the Chief in writing, prior to December 15th of each year, of the employee's decision to carry over

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such compensatory time. In such case, the maximum amount of compensatory time carried over shall be one hundred twenty-five (125) hours and those hours carried over shall count towards the two hundred (200) hour maximum accumulation for that calendar year. Scheduling of compensatory time-off shall be subject to the approval of the Chief or the Chief's designee.

### **ARTICLE 15** **COMPENSATION SCHEDULE**

#### **Section 15.1-Compensation**

The following compensation schedule shall be effective for the full-time employees covered by these Implemented Terms and Conditions of Employment:

<b>Effective January 1, 2026 – 3.5% Raise</b>		
Rank	Yearly Salary	Hourly Rate
Patrol D	\$ 69,700.80	\$ 33.51
Patrol C	\$ 80,392.00	\$ 38.65
Patrol B	\$ 92,456.00	\$ 44.45
Patrol A	\$ 98,280.00	\$ 47.25
Sergeant	\$ 112,028.80	\$ 53.86

<b>Effective January 1, 2027 – 3.5% Raise</b>		
Rank	Yearly Salary	Hourly Rate
Patrol D	\$ 72,155.20	\$ 34.69
Patrol C	\$ 83,200.00	\$ 40.00
Patrol B	\$ 95,700.80	\$ 46.01
Patrol A	\$ 101,712.00	\$ 48.90
Sergeant	\$ 115,960.00	\$ 55.75

<b>Effective January 1, 2028 – 3.5% Raise</b>		
Rank	Yearly Salary	Hourly Rate
Patrol D	\$ 74,672.00	\$ 35.90
Patrol C	\$ 86,112.00	\$ 41.40
Patrol B	\$ 99,049.60	\$ 47.62

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Patrol A	\$ 105,268.80	\$ 50.61
Sergeant	\$ 120,016.00	\$ 57.70

**Note:** The above compensation schedule represents an officer rank differential of fourteen percent (14%) effective January 1, 2023.

Full-time employees covered by these Implemented Terms and Conditions of Employment and hired on or after July 1, 1997 as Patrolmen shall have four (4), one (1) year progressions from "D" to "A". However, the Village may at its sole discretion hire and/or accelerate a Patrolman's progression.

### Section 15.2-Field Training Officer

Employees assigned as Field Training Officers (FTO's) shall receive \$5.00 for each hour so assigned and worked as the FTO, in addition to their regular hourly rate.

### Section 15.3-Police/Safety Officer

Each member of the Police Department who has become and remains duly accredited as an "Emergency Medical Technician-Ambulance (EMTA)," as said term is defined in Ohio R.C. 3303.08(A), is hereby designated as a "Police/Safety Officer."

Each full-time member of the Department who responds to emergency fire and/or rescue calls during normal work schedules and maintains certifications as hereinafter provided shall receive additional compensation in accordance with the following schedule, based upon his/her highest level of certification:

CERTIFICATION	ADDITIONAL ANNUAL COMPENSATION
Paramedic/Fire Fighter	\$3,200.00
Advanced EMT/Fire Fighter	\$2,800.00
EMT/Fire Fighter	\$2,400.00
EMT/Police Officer	\$1,600.00
First Responder	\$1,200.00

All Paramedic/Fire Fighters, Advanced EMT/Fire Fighter, EMT/Fire Fighter, EMT/Police Officers and First Responders must obtain and maintain their individual certifications and pass a bi-annual skills evaluation administered by the hospital responsible for Orange Village Medical Control in order to receive the additional annual compensation set forth above. In addition, Paramedic/Fire Fighter's, Advanced EMT/Fire Fighter's, and EMT/Fire Fighter's must be members in good standing with the Orange Village Fire Department.

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### **Section 15.4-Certification Training**

With prior approval from the Chief, employees, who are not a member of the Orange Village Fire Department, may attend certification training sessions provided by the Orange Village Fire Department at no additional cost to the employee or the Village. The Village is not required to permit an employee to attend certification training where the employee's certification has lapsed. When the Village permits an employee to attend certification training when the employee's certification has lapsed, the employee shall attend the certification training at the employee's own expense.

### **ARTICLE 16** **CALL-IN PAY**

Employees who are called in during non-scheduled hours shall receive a minimum of three (3) hours of pay providing such times do not abut the employee's scheduled hours of work.

### **ARTICLE 17** **COURT TIME**

Whenever approved by the Chief, employees appearing in Court on behalf of the Village during non-scheduled work time shall be paid a minimum of three (3) hours. In the event the court time precedes and abuts the employee's shift, the employee shall be paid the premium rate (1.5 times the regular hourly rate) only up to the commencement of the employee's shift. The employee's rate shall then revert to the employee's regular hourly rate.

### **ARTICLE 18** **UNIFORM ALLOWANCE AND MAINTENANCE**

#### **Section 18.1**

Upon the effective date of these Implemented Terms and Conditions of Employment newly hired regular employees shall be provided a full complement of initial issued departmental uniforms required by the Village. The full cost of the initial issued uniform items shall be paid directly to the uniform vendor and be approved by the Chief.

#### **Section 18.2**

One year after reimbursement for uniformed items as discussed in Section 18.1 above, each regular full-time employee covered by these Implemented Terms and Conditions of Employment shall be entitled to an annual uniform allowance and maintenance fee in the amount of one thousand two-hundred dollars (\$1,200.00), and effective January 1, 2028, such amount shall be increased to one thousand four hundred dollars (\$1,400.00), payable ½ in January and ½ in July. Each of the above-mentioned checks will be issued as a separate payroll check. No such allowance shall be paid unless it is approved by the Chief of Police.

On the first work anniversary of a newly hired regular employee, the Village will provide the employee with a Class A uniform (consisting only of blouse, pants, shoes). The full cost of the Class A uniform items listed shall be paid directly to the uniform vendor and be approved by the Chief.

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### Section 18.3

The uniform allowance shall be used for the purchase of Department uniform items as determined and approved by the Chief.

### Section 18.4

Employees who terminate their employment for any reason shall have the amounts contained in Section 18.2 and Section 18.3 above prorated.

### Section 18.5

The Village shall provide and pay the full cost of a replacement body armor vest every five (5) years or as necessitated by the manufacturer's warranty as approved by the Chief of Police. A new hire employee who terminates employment during the first five years of employment shall repay to the employer the prorated actual cost to the Village (net cost after deducting any dedicated grant moneys or other monies applied for by and donated to the Village for said purchase) of the ballistic vest at the rate of 20% for each full year that is less than five (5) years. The prorated amount may be deducted from the employee's final pay.

### Section 18.6

In the event of a promotion, the Village shall provide up to five hundred dollars (\$500.00) towards the uniform change over, paid directly to the vendor. Mere advancement in pay grade does not constitute a promotion.

### Section 18.7

In the event that the Department changes from a currently authorized uniform or personal equipment item, e.g., firearm, holster, magazine pouch etc., the Department shall provide each employee with the initial-issue item or personal equipment item prior to implementing the change. An employee who terminates employment within five years of service shall return the issued item.

## **ARTICLE 19** **FUNERAL LEAVE**

In case of a death of an employee's spouse, child, parent, brother, sister, step-parent, grandparent, father-in-law or mother-in-law, that employee shall be granted up to three (3) days funeral leave without loss of pay, benefits, days off, holiday, vacation or sick leave, to attend the funeral or memorial service of the deceased family member. A day is defined as eight (8) hours as used in this section.

## **ARTICLE 20** **JURY DUTY**

Any employee who is called for jury duty, either Federal, County or Municipal, shall notify the Chief promptly upon receiving jury duty notification so that Chief may adjust the work schedule to accommodate the employee and meet operational needs. An employee on jury duty shall be excused from working hours during which the employee reports and is present at jury duty or is

## **EXHIBIT “A”**

serving on a jury. The employee on jury duty will be paid the employee’s regular salary provided the employee signs over to the Village any payment received for such jury duty.

### **ARTICLE 21** **SICK LEAVE**

#### **Section 21.1**

Each full-time employee shall earn one hundred twenty (120) hours of sick leave per year, prorated over each pay period during the year and reported in Bank 2.

In the event the employee is suspended without pay, his/her sick leave shall be reduced by 0.0575 hours for every hour of work missed due to suspension. Overtime and paid time off (i.e., holidays and vacations) shall have no effect upon the calculation of sick leave pay during the year.

#### **Section 21.2**

Sick leave shall be defined as an absence with pay necessitated by illness or injury to the employee, or the employee’s immediate family member living with the employee, or exposure by the employee to a contagious disease communicable to other employees.

#### **Section 21.3**

The sick leave herein provided for shall apply to scheduled workdays only.

#### **Section 21.4**

The sick leave herein provided for shall be cumulative without limit. “Cumulative” means the accumulation of all unused sick leave for any number of years.

#### **Section 21.5**

An employee who is absent on sick leave shall notify his/her supervisor or designee of such absence and the reason therefore prior to the start of his/her work shift each day he/she is to be absent. At least two (2) hours prior notification is required, except in cases of emergency.

#### **Section 21.6**

Sick leave may be used in segments of not less than one (1) hour.

#### **Section 21.7**

Any employee who is absent in excess of twenty-four (24) consecutive working hours, but not prior to twenty-four (24) consecutive working hours, may be required to submit a statement from their physician or treating medical professional attesting to the illness or injury. Cost of said physician shall be at the employee’s expense. Before an absence in excess of twenty-four (24) consecutive working hours may be charged against accumulated sick leave, the Chief may require such proof of illness or injury as may be satisfactory to him, or may require the employee to be examined by a physician designated by and paid for by the Village. An employee may be required to complete a Request for Sick Leave Payment form to be provided by the Village for the use of any sick leave.

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### Section 21.8

If the employee fails to submit adequate proof of illness or injury upon request of the Chief, or in the event that upon such proof as is submitted or upon the report of medical examination, the Chief finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

### Section 21.9

Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief.

### Section 21.10

The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a licensed physician and paid for by the Village, to establish that he/she is not disabled from the performance of his/her normal duties and that his/her return to duty will not jeopardize the health and safety of other employees.

### Section 21.11

Employees who have unused sick leave hours in Bank 2 at the time of retirement or death from active full-time service with the Village and with ten or more years of continuous service with the Village, shall be paid in cash for one-third (1/3) of the employee's accrued but unused sick leave, up to a maximum accrual of 960 hours or a maximum payout of 320 hours. The dollar value of a sick day shall be based on (a) employee's annual base salary at time of retirement, and (b) a work year of fifty-two (52) weeks and five (5) days per week. For this calculation paid vacation days and holidays are considered workdays. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. This Section shall only apply to the retirement of full-time Village employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement as set forth herein.

### Section 21.12

Employees hired on or after July 1, 1997, as a term and condition of employment, are required to waive any previously accumulated sick leave credit from public service outside Orange Village.

### Section 21.13

Any employee of the union may contribute up to forty (40) hours of sick time from Bank 2 to another employee's sick bank to assist them in recovery from a major illness or other approved leave. These leaves must be approved by the Chief of Police.

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### **ARTICLE 22** **VACATIONS**

#### **Section 22.1**

On January 1 of each year full-time employees shall be credited with vacation time earned from the previous calendar year according to this schedule:

<b><u>COLUMN 1</u></b>	<b><u>COLUMN 2</u></b>	<b><u>COLUMN 3**</u></b>
<b><u>Full-time Employee's Current Year of Employment</u></b>	<b><u>Maximum Days Earned from Current Year Employment</u></b>	<b><u>Maximum Days Available to Take During Current Year of Employment</u></b>
Year Hired (Year 0)	Calculation (See Section 22.2)	0
1	10	Calculation (See 22.2)
2, or 3	10	10
4	15	10
5, 6, 7, 8	15	15
9	20	15
10, 11, 12, or 13	20	20
14	25	20
15, 16, 17, 18, 19	25	25
20, 21	30	25
22 and after	30	30

**\*\* The maximum days available listed in Column 3 are those days earned in the prior calendar year by the employee.**

#### **Section 22.2**

A newly hired full-time employee may earn a maximum of 5 vacation days from the first day of employment through December 31 of the year hired (Year 0) using the following calculation:

*½ day earned per each full month worked (up to a maximum of 5 days)*

Days earned (from the above calculation) may not be utilized until January 1 of the following calendar year (Year 1). For example, a new full-time employee hired September 1 who works through December 31 of that calendar year will have earned 2 vacation days for use after January 1. Beginning January 1, this employee will then be moved to Year 1 under the table in Section 22.1 and the maximum days to be earned in Year 1 (to be used in Year 2) will be 10, with the days available for the employee to use in Year 1 equal to the number earned in Year 0.

#### **Section 22.3**

A “day” in Article 22 is defined as eight (8) hours and ½ day is defined as four (4) hours.

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Requests for vacation leave must be submitted on the appropriate leave form to the Chief of Police in a reasonable timeframe prior to the day(s) requested off. Vacation leave may be denied by the Chief of Police based on operational and/or staffing needs.

### Section 22.4

In any calendar year, a full-time employee may only take those vacation days earned in the prior calendar year. Under no circumstances shall an employee be allowed to take vacation days earned in the current calendar year during the current calendar year.

### Section 22.5

Vacation time cannot accumulate, and all vacation time shall be taken by December 31 in the year after it is earned. In the event an operational need causes an employee to be unable to use their vacation days available in a current calendar year the unused vacation time shall be rolled over to the following calendar year. Any rolled over portion shall be used in the following year, if possible.

### Section 22.6

Upon separation from employment for any reason other than a disciplinary termination for cause, each full-time employee shall be entitled to payment for earned and unused vacation time available in the current year (Column 3) and a pro-rated percentage of vacation time earned for subsequent year (Column 2), based upon the full months actually worked in the current year through date of separation in accordance with table in Section 22.1.

For example, if an employee in Year 4 under the table in Section 22.1 resigns effective March 1, they shall be entitled to be paid the number of unused vacation days earned the prior calendar year (from Column 3) plus the number of vacation days earned from January 1 through February 28 prorated based on the table in Section 22.1 (Column 2) (i.e., two and one-half (2.5) days).

Upon a disciplinary termination for cause, each full-time employee shall be entitled to payment for earned and unused vacation time available in the current year (Column 3).

For example, if an employee in Year 4 is terminated for cause effective March 1, they shall be entitled to be paid the number of unused vacation days earned the prior calendar year (from Column 3).

### Section 22.7

Prior full-time service with the State of Ohio or any political subdivision thereof shall be deemed to be prior service with Orange Village in calculating the amount of the employee's vacation only.

- a. For example, an employee hired with 4 years of full-time prior service with another political subdivision will be placed at Year 4 on the table in Section 22.1 on his/her date of hire.
  1. The employee will be credited on his/her date of hire with days in Year 3 (Column 3) using the following formula:

**EXHIBIT “A”**

*# of maximum days in Year 3 (Column 3) divided by 12 multiplied by the number of full months in the current calendar year from date of hire through December 31*

- 2. During Year 4, the employee will be able to earn (Column 2) the maximum number of days available for Year 5.

**ARTICLE 23**  
**HOLIDAYS**

**Section 23.1**

In lieu of holidays, employees covered by these Implemented Terms and Conditions of Employment shall be entitled to twenty (120) hours of paid time off during the calendar years. For new hires, such holiday hours shall be prorated during a calendar year based upon the employee’s date of hire. The Village shall determine the prorated amount of hours through an employee’s last day of employment and prorate the amount the employee earned for purposes of determining the employee’s final paycheck. An employee is only entitled to the portion of hours attributable to the period worked that calendar year.

**Section 23.2**

Any employee who works Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas, New Year’s Eve and/or New Year’s Day, shall be paid at the rate of time and one half (1 and ½) for all hours worked on those days in addition to the hours of paid time- off provided under Section 23.1.

Holidays are not cumulative and only apply and must be taken during the year in which they become due or they shall be forfeited. Holiday time shall be taken at a time approved by the Chief.

**ARTICLE 24**  
**LONGEVITY**

**Section 24.1**

Full-time employees shall be eligible in accordance with the following longevity schedule for their years of full-time continuous service with the Village:

<b>Years of Service</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
5 to 9 years	\$2,100.00	\$2,100.00	\$2,100.00
10 to 14 years	\$2,150.00	\$2,150.00	\$2,150.00
15 to 19 years	\$2,250.00	\$2,250.00	\$2,250.00
20 to 21 years	\$2,600.00	\$2,600.00	\$2,600.00
22 or more years	\$3,100.00	\$3,100.00	\$3,100.00

## **EXHIBIT “A”**

### **Section 24.2**

Longevity amounts shall be determined on the employee’s employment anniversary date and shall be paid at the end of each calendar year for each year of these Implemented Terms and Conditions of Employment. Payment under this section shall be prorated based on the period worked that calendar year if an employee is separated from employment prior to the date payment would otherwise be made under this section.

## **ARTICLE 25** **INSURANCE**

### **Section 25.1**

The Village shall maintain the current level of medical/hospitalization, dental and life insurance coverages in effect as of January 1, 2026, for the duration of these Implemented Terms and Conditions of Employment. The Village shall have the right to change insurance carriers or coverage provided the employees retain comparable coverage.

### **Section 25.2**

Effective January 1, 2026, the employee monthly contributions to the health care premiums through a pre-tax payroll deduction for single, employee/child, employee, spouse and family coverage shall be 12% of the total premium cost

Effective January 1, 2026, Orange Village shall reimburse eligible employees for in-network deductibles for medical health insurance (not dental or vision insurance deductibles) in excess of \$200.00 (single) and \$400.00 (family) upon submission of the Explanation of Benefits after all applicable insurance adjustments have been confirmed as made.

### **Section 25.3**

Two (2) officers from the Police Department and two members selected by the Mayor will be appointed to the Village Health Care Commission and will take part in investigating premiums and coverage for all full-time employees.

### **Section 25.4**

If an employee’s spouse works full-time for an employer that provides employer-subsidized group health care coverage to the employee’s spouse or to any other employees who perform the same or similar duties or functions as the employee’s spouse, the employee’s spouse must enroll for the coverage and may not be enrolled in the Orange Village health coverage offered pursuant to this section. The Orange Village Plan Administrator has discretion to determine whether your spouse’s employer provides coverage as described herein.

Spouses currently enrolled in the Orange Village Group Health Care Plan who are eligible for coverage under their employer’s health care plan will be cancelled from the Orange Village Group Health Care Plan when that spouse becomes eligible for his or her employer’s plan.

## **EXHIBIT “A”**

Spouses converting to primary coverage through their own employer will receive a Certificate of Creditable Coverage from Orange Village defining the period of time he or she has been covered by this Plan.

### **ARTICLE 26** **FAMILY AND MEDICAL LEAVE**

#### **Section 26.1-Family and Medical Leave Act (FMLA) Leave**

Employees who have worked for the Village for at least twelve (12) months, and who have worked for at least 1,250 hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following reasons:

- A. The birth of a child and in order to care for that child. This leave must be taken during the 12-month period immediately following the birth of the child.
- B. The placement with the employee of a child through adoption or foster care. This leave must be taken during the 12-month period immediately following the placement of the child.
- C. To care for a spouse, child or parent (“covered family Employee”) with a serious health condition and the employee is designated as the caregiver.
- D. The serious health condition of the employee which makes the Employee unable to perform the functions of the Employee’s job.
- E. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces.
- F. In order to care for a service member who is the Employee’s spouse, son, daughter, parent or next of kin because of a serious injury or illness that the service member incurred in the line of active duty in the Armed Forces (hereafter referred to as “servicemember-care leave”).

#### **Section 26.2-Definitions For the purposes of this Article:**

- A. “Child” means a child either under eighteen (18) years of age, or eighteen (18) years or older who is incapable of self-care because of mental or physical disability. An Employee’s “child” is one for whom the Employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or the child of one standing in loco parentis.
- B. “Parent” means a biological parent or an individual who stands or stood in loco parentis to an Employee when the Employee was a child. This term does not include parents “in law.”

## **EXHIBIT “A”**

- C. Persons who are “in loco parentis” include those with day-to-day responsibilities to care for and financially support a child, or in the case of an Employee, who had such responsibility for the Employee when the Employee was a child. A biological or legal relationship is not necessary.
- D. “Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves:
1. In-patient care (i.e., overnight stay in a hospital, hospice or residential medical care facility);
  2. Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days and that involves two (2) or more times of treatment by a health care provider, or treatment on one occasion resulting in continuing treatment under the supervision of a health care provider;
  3. Any period of incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than continuing periods of incapacity, i.e., asthma, diabetes, epilepsy;
  4. Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, i.e., Alzheimer’s, severe stroke, terminal illness, so long as the Employee or family employee is under the continuing supervision of a health care provider;
  5. Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after accident or surgery, or for a condition that would likely result in a period of incapacity of more than three (3) calendar days in the absence of medical intervention, i.e., cancer (chemotherapy, radiation), severe arthritis (physical therapy) or kidney disease (dialysis); or
  6. Prenatal care by a health care provider.
- E. “Spouse” means a husband or wife as defined or recognized under Ohio law for purposes of marriage, including common law marriage. This definition does not include unmarried domestic partners. If both spouses are working for the Village, their total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or adoption of a child or to care for a parent with a serious health condition.

## **EXHIBIT “A”**

### Section 26.3-12 Month Leave Period

The Village retains the option of choosing a uniform method to compute the twelve (12) month period, including a rolling twelve (12) month period measured backward from the date leave is used.

### Section 26.4-Leave Use

FMLA leave may be taken intermittently or on a reduced leave schedule, at the Employee’s option, to care for a family employee with a serious health condition or for the Employee’s own serious health condition, when medically necessary. Intermittent leave may be taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. A reduced leave schedule reduces an employee’s usual number of working hours per work week, or hours per work day.

### Section 26.5-Return from Leave

Upon return from FMLA leave, the Employee shall be returned to the rank and the assignment held prior to the leave, unless an assignment abolishment has occurred.

### Section 26.6 -Servicemember-Care Leave Extension

For servicemember-care leave only, the Employee is eligible for an extended leave of up to fourteen (14) additional workweeks beyond the initial twelve (12) workweeks during a twelve (12) month period, but in no circumstances is any Employee entitled to more than a total of twenty-six (26) workweeks of FMLA for any combination of reasons during a twelve (12) month period.

### Section 26.7-Insurance Benefits

During any FMLA leave, the Village shall maintain all insurance benefits to which an Employee was entitled prior to FMLA leave. Any share of health premiums which had been paid by the Employee prior to FMLA leave shall continue to be paid by the Employee during the FMLA leave period. If the FMLA leave is substituted paid leave, the Employee’s share of health premiums shall be due at the same time as it would be made if by payroll deduction. If the Employee fails to timely make required health care premium payments, the Village shall pay the Employee’s share of the Employee’s health care premium payment. As provided by law, the Village may recover its share of health plan premiums from the Employee if the Employee fails to timely make such payments during the unpaid FMLA leave.

### Section 26.8-Seniority

During a FMLA leave, an Employee shall continue to accrue seniority and continuous service during paid and unpaid status.

### Section 26.9-Substituted Paid Leave

- A. Accrued sick leave must be substituted for any unpaid FMLA leave taken due to the Employee’s own serious health condition.

## **EXHIBIT "A"**

- B. Accrued but unused sick leave, vacation and/or compensatory time may be substituted, at the Employee's option, for any otherwise FMLA unpaid leave taken for any reason.

### Section 26.10-Notice Requirements

An Employee shall provide the Village at least thirty (30) calendar days advance notice before FMLA leave is to begin if the need for leave is foreseeable. If thirty (30) calendar days' notice is not practicable, notice must be given as soon as practicable normally no later than twenty-four (24) hours after the need for leave is known. This notice may either be verbal or in writing and shall include the anticipated timing and duration of the leave. When planning medical treatment, the Employee should consult with the Village and make a reasonable effort to schedule the leave as to not unduly disrupt the Village's operations, subject to the approval of the health care provider. In the case of a request for intermittent leave or leave on a reduced leave schedule which meets the Employee's needs without unduly disrupting the Village's operations, subject to the approval of the health care provider, the Village may waive these FMLA notice requirements. Should the Employee fail to give thirty (30) calendar days' notice for foreseeable leave with no reasonable excuse for the delay, the Village may deny the taking of FMLA leave until at least thirty (30) calendar days after the date the Employee provides notice to the Village for the need of FMLA leave, provided that the Employee has actual notice of the FMLA notice requirements. Where the Employee uses substituted paid leave, the notice requirements applicable to such leave shall apply.

### Section 26.11 -Medical Certification Requirement

The following certification requirements shall apply to FMLA leave requests:

- A. Members who request leave because of their own serious health condition or the serious health condition of a covered family employee may be required to provide a certification issued by the health care provider of the Employee or the Employee's family employee. The Village shall give the Employee written notice of the requirement for medical certification in a particular case.
- B. Members must provide the requested certification to the Village within the time frame requested by the Village, unless it is not practicable under the particular circumstances to do so despite the Employee's diligent, good faith efforts. The Village must allow at least fifteen (15) calendar days after the Village's request for certification.
- C. In most cases where the Village requests certification, the Employee will be requested to furnish certification at the time the Employee requests FMLA leave or soon after the leave is requested, or in the case of unforeseen leave, soon after the leave commences. The Village may request certification at some later date if the Village has reason to question the appropriateness of the leave or its duration.
- D. A certification form shall be developed by the Village which meets FMLA's certification requirements. The Village may use the optional form developed by the United States Department of Labor; however, no additional information other than contained on this form

## **EXHIBIT "A"**

may be required. The Village's certification form will be made available to an Employee where the Village has required certification.

- E. In its discretion, the Village may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the Village, at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the Employee and the Village.

### **Section 26.12-Periodic Report**

The Village may require an Employee on FMLA leave to report periodically on the Employee's status and intent to return to work, such reporting periods shall be reasonable. If an Employee gives unequivocal written notice of intent not to return to work, this notice shall be considered a resignation, and the Village's obligations under FMLA to maintain health care/insurance benefits (subject to COBRA requirements) and to return the Employee to work ceases.

### **Section 26.13-Fitness-For-Duty Report**

An Employee who takes FMLA leave because of the Employee's own serious health condition shall be required to obtain and present certification from a licensed physician or other appropriate medical professional that the Employee is fit to return to work. The Village may seek fitness-for-duty certification only with regard to the particular health condition that caused the Employee's need for the FMLA leave. If an Employee fails to provide such a fitness-for-duty certification to return to work, the Village may deny restoration to work until the Employee submits the certification.

## **ARTICLE 27** **SALARY REDUCTION 'PICK-UP' PLAN**

The Village shall continue the Salary Reduction Pick-up Program with the Police and Fireman's Disability and Pension Fund for full-time employees of the Village's Police Department as contained and described in Ordinance 1996-26 (Section 147.06) and in accordance with State law.

## **ARTICLE 28** **TOTAL AGREEMENT**

These Implemented Terms and Conditions of Employment represents the entire terms and conditions of employment between the Village and the FOP and unless specifically and expressly set forth in the express written provisions of these Implemented Terms and Conditions of Employment, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Village.

## **ARTICLE 29** **CONFORMITY TO LAW**

### **Section 29.1**

These Implemented Terms and Conditions of Employment shall be subject to and subordinated to any applicable present and future Federal, State and Local laws, and the invalidity of any

## **EXHIBIT "A"**

provision(s) of these Implemented Terms and Conditions of Employment by reason of any such existing or future law(s) shall not affect the validity of the surviving provisions.

### **Section 29.2**

If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of these Implemented Terms and Conditions of Employment invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of these Implemented Terms and Conditions of Employment, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

### **Section 29.3**

The parties agree that should any provision of these Implemented Terms and Conditions of Employment be found to be invalid, upon written request by either party, they will schedule a meeting within thirty (30) days at a mutually agreeable place and time to negotiate alternative language on the same subject matter.

## **ARTICLE 30** **OBLIGATION TO NEGOTIATE**

### **Section 30.1**

The Village and the FOP acknowledge that during negotiations which preceded these Implemented Terms and Conditions of Employment, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

### **Section 30.2**

Therefore, for the life of these Implemented Terms and Conditions of Employment, the Village and the FOP each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referenced to or covered in these Implemented Terms and Conditions of Employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed these Implemented Terms and Conditions of Employment.

### **Section 30.3**

These Implemented Terms and Conditions of Employment may only be amended or modified during the life of these Implemented Terms and Conditions of Employment by the express, mutual, written consent of both parties.

## **EXHIBIT "A"**

### **ARTICLE 31** **WAIVER IN CASE OF EMERGENCY**

#### **Section 31.1**

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, Cuyahoga County Executive, the Federal or State Legislature, the Police or Fire Chief, Mayor or Orange Village Council, such as acts of God or civil disorder, the following conditions of these Implemented Terms and Conditions of Employment may automatically be suspended at the discretion of the Village.

1. Time limits for management replies on grievances, or the FOP submissions for grievances.
2. Agreements relating to the assignment of all employees.
3. The privilege of leaving work to perform the FOP representation in accordance with the terms of these Implemented Terms and Conditions of Employment.

#### **Section 31.2**

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the applicable point in the Grievance Procedure to which they had properly progressed.

### **ARTICLE 32** **LAYOFF/RECALL/SENIORITY**

#### **Section 32.1 - Layoff**

In the event of a layoff, the Village shall layoff all part-time, seasonal or temporary employees in the Police Department prior to laying off full-time employees. In the event of a layoff, the Employer shall notify the affected employee(s) in writing as soon as possible, but no later than ten (10) calendar days in advance of the effective date of the layoff. The Employer agrees to discuss with the Union, the impact of the layoff on the employee(s). All layoffs shall be made in accordance with department seniority, the least senior employee in each classification being laid off first.

#### **Section 32.2 - Recall**

Laid off employees shall remain on a recall list for the affected classification for a period of two (2) years from the effective date of the layoff. Notice of recall shall be sent by certified mail to the employee's address on record with the Village. It shall be the duty of each employee to keep current with the Village his/her current address. Employees who are called back within two (2) years of the layoff, shall be called back in reverse order of the layoff. Any recalled employee must have at the time of recall the necessary credentials to be a sworn police officer in the Village.

The recalled employee shall have five (5) calendar days following receipt of the notice to notify the Employer of his/her intention to return to work and shall have fifteen (15) calendar days following receipt of the recall notice to report for duty unless a different date is otherwise mutually agreed upon.

## **EXHIBIT "A"**

### **Section 32.3 - Seniority**

Seniority shall be defined as uninterrupted full-time service with the Orange Village Police Department. Seniority shall begin from the first day of his/her swearing in as a full-time Police Officer. An employee's seniority shall be terminated when one or more of the following occur:

- Employee fails to return within five (5) days from approved leave
- Employee resigns
- Is discharged for just cause
- Is laid off for a period in excess of twenty-four (24) months or refuses his recall rights within five calendar days of notification
- Retires

Classification Seniority shall be defined as uninterrupted full-time service with the Orange Village Police Department within a particular classification, e.g., patrol officer or sergeant etc.

### **ARTICLE 33** **ON-DUTY INJURY LEAVE**

Full-time employees who are injured in the course and scope of employment and who are unable to work as a result of a work related injury will receive wage continuation for a period immediately following the injury not to exceed twelve (12) work weeks after the date of the injury, provided that the employee provides appropriate medical documentation within five (5) days of the injury that they are physically unable to perform the functions of their job. At the end of the twelve (12) week wage continuation period, if the employee is unable to return to duty without limitations, the wage continuation period may, at the sole discretion of the Mayor, be extended up to an additional twelve (12) week period.

If a full-time employee is unable to return to work due to a work-related injury after twelve (12) work weeks under Article 26, the employee may use sick leave pursuant to Article 21 or apply for compensation pursuant to the Chapter 4123 of the Ohio Revised Code.

### **ARTICLE 34** **DURATION**

#### **Section 34.1**

These Implemented Terms and Conditions of Employment shall become effective upon approval by the Council of Orange Village and shall remain in full force and effect until December 31, 2028.

#### **Section 34.2**

Negotiations on the provisions of these Implemented Terms and Conditions of Employment shall begin no later than sixty (60) days prior to December 31, 2028, provided either party has notified the other party in writing of its desire to terminate and/or modify the terms herein. In the event that either party desires to terminate these Implemented Terms and Conditions of Employment, written notice must be given to the other by electronic mail not less than three (3) months prior to the

## **EXHIBIT “A”**

termination date contained in Section 34.1 above or these Implemented Terms and Conditions of Employment shall automatically be extended by one (1) year.

1<sup>st</sup> reading 4-8-2026  
2<sup>nd</sup> reading \_\_\_\_\_  
3<sup>rd</sup> reading \_\_\_\_\_  
Voted On \_\_\_\_\_  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
PASSED \_\_\_\_\_ DEFEATED \_\_\_\_\_

03/27/2026

**ORDINANCE NO. 2026-10**

**AN ORDINANCE  
ENACTING A NEW SECTION 351.17, NO PARKING ON EITHER SIDE  
OF RESIDENTIAL STREETS IN A CUL-DE-SAC TURNAROUND, OF  
THE CODIFIED ORDINANCES OF ORANGE VILLAGE.**

WHEREAS, the Administration of Orange Village wishes to regulate parking on roadways within the Village that only have one point of ingress and egress, to ensure the clear passage of traffic flow for emergency and service vehicles as well as residential and commercial vehicles; and

WHEREAS, the Administration of Orange Village has determined that such regulation is in the best interests of the Village and its residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ORANGE VILLAGE, COUNTY OF CUYAHOGA, STATE OF OHIO:**

SECTION 1. That existing Chapter 351, Parking Generally, of the Codified Ordinances of Orange Village, Ohio, is amended to provide for the enactment of a new Section 351.17 which shall provide as follows:

**“351.17 NO PARKING ON EITHER SIDE OF RESIDENTIAL STREETS  
IN A CUL-DE-SAC TURNAROUND.**

No person shall park any vehicle on either side of any cul-de-sac street turnaround area within any residential district.”

SECTION 2. That any Ordinance or any part of any Ordinance in conflict with the above Ordinance is repealed to the extent of the conflict.

SECTION 3. That the actions of this Council concerning and relating to the passage of this legislation 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 action were in meetings open to the public, in compliance with all legal requirements of the law.

SECTION 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2026

\_\_\_\_\_  
Council President

Submitted to the Mayor for

Approval on this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Approved by the Mayor this

\_\_\_\_\_ day of \_\_\_\_\_, 2026

ATTEST:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

1<sup>st</sup> reading \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_  
3<sup>rd</sup> reading \_\_\_\_\_  
Voted On \_\_\_\_\_  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
PASSED \_\_\_\_\_ DEFEATED \_\_\_\_\_

03/19/2026

**ORDINANCE NO. 2026-11**

**AN ORDINANCE  
AMENDING THE ANNUAL APPROPRIATIONS FOR CURRENT  
EXPENSES AND OTHER EXPENDITURES OF ORANGE  
VILLAGE DURING THE CALENDAR YEAR ENDING  
DECEMBER 31, 2026.**

WHEREAS, this Council desires to amend the appropriations for current expenses and other expenditures of Orange Village during the calendar year ending December 31, 2026, which appropriations were enacted by Ordinance No. 2025-25, then amended by Ordinance No. 2026-5.

**NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF ORANGE VILLAGE, COUNTY OF CUYAHOGA, STATE OF OHIO:**

SECTION 1. That the appropriations made pursuant to Ordinance No. 2025-25, and amended by Ordinance No. 2026-5, are hereby amended as shown on "Exhibit A", which is appended to and incorporated by reference into this Ordinance.

SECTION 2. That the Clerk of Council is hereby directed to send a certified copy of this Ordinance to the Cuyahoga County Fiscal Officer, Budget Commission, Attn: Administrator, 2079 East Ninth Street, Cleveland, Ohio 44115.

SECTION 3. That the actions of this Council concerning and relating to the passage 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 action were in meetings open to the public, in compliance with all legal requirements including Chapter 105 of the Code of Ordinances of Orange Village.

SECTION 4. That this Ordinance provides for an appropriation of Village funds; wherefore, pursuant to Part (a) of Section 11 of Article III of the Orange Village Charter, this Ordinance shall be in full force and effect from and after its adoption and approval by the Mayor.

PASSED: \_\_\_\_\_, 2026

\_\_\_\_\_  
Council President

Submitted to the Mayor for  
approval on this \_\_\_\_ day of \_\_\_\_\_, 2026

Approved by the Mayor this  
\_\_\_\_ day of \_\_\_\_\_, 2026

ATTEST:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor



**ORANGE VILLAGE  
MANAGEMENT OPERATING BUDGET  
FOR THE YEAR 2026**

APP3

7022 Information Technology		\$ 134,161.00
7023 Administration		
Personal Service	\$ 383,257.00	
Other	\$ 307,350.00	
Total	<u>                    </u>	\$ 690,607.00
9001 Transfers		
207 Police Pension	\$ 325,000.00	
401 Capital Improvement	\$ 300,000.00	
402 Capital Equipment	\$ 492,000.00	
403 Recreation Capital	\$ 75,000.00	
Total	<u>                    </u>	\$ 1,192,000.00
TOTAL - GENERAL GOVERNMENT SERVICES		<u>\$ 4,386,947.00</u>
<b>GRAND TOTAL - GENERAL FUND APPROPRIATIONS</b>		<u><b>\$ 12,180,991.00</b></u>

201 STREET CONSTRUCTION MAINTENANCE & REPAIR FUND		\$ 292,100.00
202 STATE HIGHWAY IMPROVEMENT FUND		\$ 34,500.00
203 LAW ENFORCEMENT TRUST FUND-FEDERAL		\$ -
204 LAW ENFORCEMENT TRUST FUND-STATE/LOCAL		\$ -
205 MAYOR'S COURT COMPUTER FUND		\$ 2,500.00
206 POLICE PROFESSIONAL TRAINING FUND		\$ 16,000.00
207 POLICE PENSION FUND		\$ 447,887.00
209 PINECREST TIF FUND		\$ 5,000,000.00
210 CH-S TIF FUND		\$ 200,000.00
297 OHIO EPA GRANT FUND		\$ 7,500.00
301 DEBT SERVICE FUND		\$ 499,640.00
401 CAPITAL IMPROVEMENT FUND		\$ 438,000.00
<b>Fund 401 Capital Improvement Fund increased \$5,000 due to change order for Archetect Services for Safety Facility p</b>		
402 CAPITAL EQUIPMENT FUND		\$ 1,551,752.00
403 RECREATION CAPITAL IMPROVEMENT FUND		\$ 105,600.00
406 INFRASTRUCTURE LEVY FUND		
Other	\$ 1,369,000.00	
Transfers - 301 Debt Service Fund	\$ 9,508.00	
Total	<u>                    </u>	\$ 1,378,508.00
701 TRUST AND AGENCY FUNDS		\$ -
<b>TOTAL - ALL APPROPRIATIONS</b>		<u><b>\$ 22,154,978.00</b></u>

SUMMARY OF TRANSFERS:

101 General Fund to 207 - Police Pension Fund	\$ 325,000.00
101 General Fund to 401 - Capital Improvement Fund	\$ 300,000.00
101 General Fund to 402 - Capital Equipment Fund	\$ 492,000.00
101 General Fund to 403 - Recreation Capital Fund	\$ 75,000.00
406 Infrastructure Levy Fund to 301 -Debt Service Fund	\$ 9,508.00
	<u>                    </u>
	<u><b>\$ 1,201,508.00</b></u>

**ORDINANCE NO. 2026-12**

**AN ORDINANCE  
AMENDING SECTION 1162.08, IMPROVEMENT OF PARKING  
AREAS, OF CHAPTER 1162, OFF-STREET PARKING AND  
LOADING, OF THE CODIFIED ORDINANCES OF ORANGE  
VILLAGE.**

WHEREAS, the Village has been asked to amend the criteria related to parking areas within the Village limits; and

WHEREAS, this Ordinance has been referred to the Planning and Zoning Commission for a report and recommendation; and

WHEREAS, Council has held a public hearing regarding this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ORANGE VILLAGE, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That existing Section 1162.08, Improvement of Parking Spaces, of the Codified Ordinances of Orange Village, is amended to read as follows:

**“1162.08 IMPROVEMENT OF PARKING AREAS.**

(a) Drive aisles providing direct access to parking spaces shall be a minimum of twenty-two (22) feet in width. On-site drive aisles which do not provide access to individual parking spaces shall be a minimum of twenty (20) feet in width.

(b) Handicapped parking spaces and access shall be provided, designed and located in accordance with the requirements of the Americans with Disabilities Act.

(c) All parking areas and driveways shall be provided with an asphalt, concrete or other similar hard surface designed in accordance with criteria established by the Village Engineer. All parking areas and driveways shall be graded and drained to provide positive drainage away from buildings, to prevent runoff onto adjacent properties, and to direct storm water to an approved outlet.

(d) Concrete curbs at least six inches above the level of the surface of the parking area and at least twelve inches below the surface shall be provided to define the limits of the parking area except at exits and entrances. Such curbs shall be at least six inches thick.

(e) All parking facilities with a capacity of over ten (10) vehicles shall have permanent pavement markings to delineate the spaces. All parking areas containing more than forty (40) spaces shall contain planting strips or islands to interrupt the mass of paved area, aid in controlling the flow of traffic, and provide visual quality. A minimum of five (5) square feet of landscaped

area shall be provided within the parking area for each one hundred (100) square feet of vehicle use area.

(f) The Planning and Zoning Commission may approve deviations from **any of the standards** ~~the minimum size of parking spaces and the minimum aisle width~~, specified in this chapter, when it determines that such deviation will not compromise the public interest and the purpose of the standard(s) has been equally satisfied by alternative site design considerations such as, but not limited to: areas being available for the car bumper to over-hang the curb; wider than required parking spaces are proposed; angled parking less than ninety (90) degrees is proposed; and/or the parking is for a use with traffic volumes and rates of parking space turn-over are significantly less than normally expected. **The Commission may permit parking or loading spaces required by this section not to be constructed, but instead landscaped (“land banked”) for good cause shown by an applicant when such parking or loading space will not be immediately needed. The conditions for land banking property shall be as determined by the Commission.”**

SECTION 2. That existing Section 1162.08, Improvement of Parking Areas, of the Codified Ordinances of Orange Village, and any Ordinance or any part of any Ordinance in conflict with this Ordinance, are repealed to the extent of the conflict.

SECTION 3. That the actions of this Council relating to the passage of this legislation were taken 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 action occurred in meetings held in compliance with all legal requirements including Chapter 105 of the Codified Ordinances of Orange Village.

SECTION 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2026

\_\_\_\_\_  
Council President

Submitted to the Mayor for approval on this \_\_\_\_ day of \_\_\_\_\_, 2026

Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2026

ATTEST:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

1<sup>st</sup> reading \_\_\_\_\_ 4-8-2026 \_\_\_\_\_  
P&Z Action \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_  
3<sup>rd</sup> reading \_\_\_\_\_  
Voted On \_\_\_\_\_  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
PASSED \_\_\_\_\_ DEFEATED \_\_\_\_\_

04/02/2026

**ORDINANCE NO. 2026-13**

**AN ORDINANCE  
AUTHORIZING THE VILLAGE TO PARTICIPATE IN THE  
OHIO DEPARTMENT OF TRANSPORTATION WINTER  
CONTRACT (018-27) FOR ROAD SALT AND TO TAKE ANY  
OTHER ACTION NECESSARY TO PARTICIPATE IN THE  
BULK PURCHASING OF ROAD SALT FOR THE 2026-2027  
WINTER SEASON, AND DECLARING AN EMERGENCY.**

WHEREAS, Orange Village (hereinafter referred to as the “Village”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (“ODOT”) annual winter road salt bid (2026-2027) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ORANGE VILLAGE, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. The Village hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract; and

SECTION 2. The Village hereby acknowledges that upon the Director of ODOT’s signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Village; and

SECTION 3. The Village agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract; and

SECTION 4. The Village’s electronic order for Sodium Chloride (Road Salt) will be in the quantity of eighteen hundred (1800) tons, the total of which the Village agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

SECTION 5. The Village hereby agrees to purchase a minimum of 85% of its above-requested salt quantities from its awarded salt supplier during the contract’s effective period of June 1, 2026 through May 31, 2027; and

SECTION 6. The Village hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and

SECTION 7. The Village acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request no later than Friday, May 1, 2026 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT

Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Village’s participation request. Furthermore, it is the sole responsibility of the Village to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive the Village’s participation agreement and/or the Village’s request to rescind its participation agreement.

SECTION 8. That the actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements including Chapter 105 of the Codified Ordinances of Orange Village.

SECTION 9. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village, and for the further reason that this Ordinance is required to be immediately effective so as to authorize and enter into an agreement for the bulk purchasing of road salt for the 2026-2027 winter season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_, 2026

\_\_\_\_\_  
Council President

Submitted to the Mayor for

approval on this \_\_\_\_ day of \_\_\_\_\_, 2026

Approved by the Mayor this

\_\_\_\_ day of \_\_\_\_\_, 2026

ATTEST:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor