

**AGENDA (AMENDED)**  
**ORANGE VILLAGE COUNCIL**  
**SPECIAL COUNCIL MEETING**  
**JUNE 3, 2026**  
**7:00 PM**

**PUBLIC HEARING**

**7:00 p.m.**

For Council to hear public comments before it considers Ordinance No. 2026-12. If adopted, Ordinance No. 2026-12 will permit the Planning and Zoning Commission to administer Chapter 1162 of the Orange Village Zoning Code, which establishes standards for off-street parking and loading facilities, and would permit the Commission to permit deviations from the standards if there is good cause. The amendment would also permit the land-banking of parking upon terms and conditions set by the Commission, and the modification or rescission of the land banking as directed by the Commission.

1. Call the Special Council Meeting of June 3, 2026 to order
2. Pledge of Allegiance
3. Roll call
4. A Motion to confirm the appointment of Michael Radabaugh Jr. as Housing/Zoning inspector of Orange Village
5. A Motion to approve the Special Council Meeting Minutes of May 6, 2026
6. A Motion to approve the Council Meeting Minutes of May 13, 2026
7. Audience comments relating to agenda items only
8. Old Business of Pending Legislation and Motions

**A. ORDINANCE 2026-9 (AS AMENDED)**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, AND DECLARING AN EMERGENCY. 3<sup>rd</sup> Reading

**B. 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. 3<sup>rd</sup> Reading

Recommended by the Planning and Zoning Commission

**C. ORDINANCE 2026-14**

AN ORDINANCE ENGAGING BRICKER GRAYDON WYATT LLP TO PROVIDE SPECIAL COUNSEL TO ORANGE VILLAGE IN MATTERS RELATED TO THE FINANCING OF CAPITAL PROJECTS, AND DECLARING AN EMERGENCY. 3<sup>rd</sup> Reading

9. New Business and Consideration of:

**A. ORDINANCE 2026-15**

AN ORDINANCE ESTABLISHING THE STANDARDS FOR OBTAINING SENIOR TRANSPORTATION SERVICES FROM THE VILLAGE THROUGH THE ORANGE COMMUNITY EDUCATION & RECREATION/ORANGE SENIOR CENTER AND DECLARING AN EMERGENCY. 1<sup>st</sup> Reading

**B. ORDINANCE 2026-16**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED EMPLOYMENT AGREEMENT WITH ANTHONY UGRINIC, JR., AND DECLARING AN EMERGENCY. 1<sup>st</sup> Reading

Administration requests suspension of the rules

**C. ORDINANCE 2026-17**

AN ORDINANCE AMENDING SECTION 145.01, COMPOSITION, OF CHAPTER 145, FIRE DEPARTMENT, OF THE CODIFIED ORDINANCES OF ORANGE VILLAGE. 1<sup>st</sup> Reading

10. Audience comments relating to matters which advance the good of the Village
11. Discussion of proposed Charter Amendments
12. Comments by the Mayor
13. Comments by the Council President
14. Committee Reports and Comments by Council Members
15. Adjournment of the Special Council Meeting of June 3, 2026

**MINUTES  
ORANGE VILLAGE COUNCIL  
SPECIAL COUNCIL MEETING  
MAY 6, 2026  
7:00 PM**

1. Council President Pro-Tem Vincent called the Special Council Meeting of May 6, 2026 to order at 7:00 p.m.
2. Pledge of Allegiance
3. Roll call

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

Mrs. Vincent stated that Council President Perry is with her family tonight as her father-in-law is very ill. Mrs. Vincent wished Mrs. Perry and her family love and peace through this time.

4. A Motion to confirm the appointment of Brandon Hughes as Interim Building Commissioner of Orange Village effective May 1, 2026 was made by Ms. Ullner seconded by Mrs. Vincent.

Mayor Kline provided Mr. Hughes' background including as the Assistant Building Commissioner for Orange Village. He will be the successor of Bob McLaughlin as the Building Commissioner. He has contributed greatly to the processes of designing, building and constructing homes and projects in Orange Village. We are pleased to have him as our next Chief Building Official.

Mrs. Vincent thanked Bob McLaughlin for all his years of service and stated that Brandon has been a great asset. Ms. Ullner stated she was been working with him on the Planning and Zoning Commission and he is very organized and she appreciates all he has done.

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

Mayor Kline administered the Oath of Office to Mr. Hughes.

5. A Motion to approve the Council Meeting Minutes of April 8, 2026 was made by Mrs. Vincent seconded by Mr. Boyles

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

6. A Motion to declare a 2017 Dodge Charger, Vin #2C3CDXKT9HH599509 as surplus, to be disposed of at the Mayor's discretion was made by Mrs. Kurland seconded by Mr. Foster.

Mr. Zugan stated he will speak about the three vehicles that are listed as surplus. Two are old police vehicles which one is currently out of service and the other one will be soon. The third was a repurposed police vehicle that was used in the building department. The building department will receive the Durango which is better on fuel economy and in better shape.

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

7. A Motion to declare a 2018 Dodge Charger, Vin #2C3CDXKTXJH301099 as surplus, to be disposed of at the Mayor's discretion was made by Mrs. Vincent seconded by Mrs. Kurland.

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

8. A Motion to declare a 2020 Dodge Charger, Vin #2C3CDXAG5LH111279 as surplus, to be disposed of at the Mayor's discretion was made by Mrs. Vincent seconded by Mrs. Kurland.

Mrs. Kurland and Mr. Boyle inquired about the fact that the vehicle is only six years old. Mr. Zugan stated this was a police vehicle and it has a lot of wear on it.

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

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

10. Old Business of Pending Legislation and Motions

**A. ORDINANCE 2026-9 (AS AMENDED)**

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. 2<sup>nd</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. 2<sup>nd</sup> Reading

Administration requests suspension of the rules

There is a timing issue with this Ordinance. Landscapers are already in the areas and we are experiencing issues with them parking in the cul-de-sac. Chief Roberts stated we will have signs in place and the officers will provide warnings at first. Mrs. Vincent asked what the penalty will be. Steve Byron stated it will be a \$100 fine.

A Motion for suspension of the rules for Ordinance 2026-10 was made by Mrs. Vincent seconded by Mrs. Kurland.

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

A Motion for passage of Ordinance 2026-10 was made by Mrs. Kurland seconded by Mr. Foster.

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

**C. 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. 2<sup>nd</sup> Reading

Referred to the Planning and Zoning Commission

Council President Pro-Tem Vincent stated that Ordinance 2026-12 was approved by the Planning and Zoning Commission. There will be a public hearing concerning this Ordinance on Wednesday, June 3, 2026 at 7:00 p.m.

11. New Business and Consideration of:

**A. ORDINANCE 2026-14**

AN ORDINANCE ENGAGING BRICKER GRAYDON WYATT LLP TO PROVIDE SPECIAL COUNSEL TO ORANGE VILLAGE IN MATTERS RELATED TO THE FINANCING OF CAPITAL PROJECTS, AND DECLARING AN EMERGENCY. 1<sup>st</sup> Reading

Mayor Kline stated this is to engage bond counsel to begin the process of developing bonding for the new fire department and renovation projects. They will help put the language together and information that needs to go out. He stated that Bricker Graydon Wyatt LLP is very knowledgeable and assisted with work on TIF projects. Mr. Bilsky asked if we have used anyone else over the years and what gives us the comfort that we need with them? Mayor Kline stated we have used them for other items but not bond issues. Mr. Foster asked what the cost was, Mr. Byron stated it was \$85,000. Mr. Boyle stated he has worked with them before but Council has not even voted to place anything on the ballot. He feels it is important to not put this in place prior to Council voting to expense funds until we know we are placing an item on the ballot. He feels it is important to have a conversation of placing this on the ballot prior to engaging with counsel. Mr. Byron stated in preparation for the bond issue we will be incurring fees. Ms. Ullner stated that there was only one meeting with residents and council members. She thinks there needs to be at least 1 or 2 more opportunities to educate the community. Mayor Kline stated that they will be coming to the next council meeting. Mayor Kline stated that during his comments at the April meeting he announced there would be a presentation in May. Ms. Ullner stated we should add a few more dates for the presentation. Mrs. Vincent asked if we can do a CodeRed notification to notify residents of the presentation next week. Mayor Kline stated he will speak with the company to find another date. Ms. Ullner does not want to stand in the way of placing this item on the ballot but would like to see at least another presentation.

**B. RESOLUTION 2026-1**

A RESOLUTION OF ORANGE VILLAGE, OHIO, SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA250-OH).

A Motion for passage of Resolution 2026-1 was made by Mrs. Vincent seconded by Mr. Foster.

This Resolution acknowledges Orange Village support is recognizing the 250<sup>th</sup> anniversary of the United States.

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

- Ohio Division of Liquor Control – New Social Cleveland, LLC (Pinstripes – Pinecrest) for D-5J
    - An Ohio D-5J liquor permit is a quota-exempt license for businesses located within a designated Community Entertainment District (CED), allowing the sale of beer, wine, and spirituous liquor from 5:30 a.m. to 2:30 a.m.
      - Chief Roberts stated they have no issues with this company we already approved their D-5 permit, this allows the Designated Outdoor Refreshment (DORA) area.
12. Audience comments relating to matters which advance the good of the Village
- John Loftus, 4231 Lander Road, Orange Village
    - Rate increases from the public power providers
    - Letter from Cuyahoga County concerning solar
      - Go out for bid as a group
      - Estimated saving is \$8,400
      - Village should take advantage of this
      - Zoning language in our code
        - Chairman of Sustainability Committee
          - Has not heard anything about it
          - Can't install on the front of the house – that is a problem
          - Wants to help people be able to install solar panels
    - Inquired about wind power
      - Contacted NOPEC and received information within an hour
  - Tim Kucharski, 7224 Winchester Drive, Solon, Ohio
    - Strongly considering running for Judge in Bedford Municipal Court in 2027
    - Running for Judge Parrish's seat in 2027
  - Randolph Howard, 35804 Meadowdale Drive, Solon, Ohio
    - Strongly considering running for Judge Parrish's seat in 2027
    - Current magistrate in Bedford Court since 2008
    - Diverse background
13. Comments by the Mayor
- Monday was National Firefighters Day
    - Thanked them for all the hard work they do
  - Thanked the Orange C.A.R.E.S Committee and his wife Sheryl for enlisting Lt. Attewell and Detective Woodrich to provide a very informative Internet Safety and Scam Workshop for senior citizens on April 23, he thanked them for providing this program
  - Thanked Orange C.A.R.E.S. Committee especially Roger and Terri Karp for providing the Free Bicycle Tune-up event last Saturday
  - Orange Artisan and Farmers Market was held on Saturday, held indoors. It was great as usual
  - We have plenty of leaf humus available and delivery will begin the week of May 18, please place your orders today
  - College-aged female Self-Defense Workshop sponsored by Orange Village Police Department will be held Thursday, June 4 at Orange Village Hall beginning at 6:00 p.m. sponsored by Council Members Ullner and Foster for putting this together.
  - Thanked the members of the Charter Review Commission for all of their hard work. Their final meeting will be on Monday, May 11. This meeting is open to all.
    - Their recommendations will be presented to council prior to going on the ballot in November

- Solon advertised for bids for the Miles Road watermain project. They will be opened on May 22 – moving forward
  - Happy Mother’s Day to all who nurture, guide, and support others with love—mothers, mother figures, caregivers, chosen family, and every individual making a meaningful impact on our lives
  - Asked Police and Fire Departments to create a citizen’s academy for council members
    - o More information to come
  - Next council meeting there will be a presentation concerning the new fire station and Village Hall renovation including budget information
  - Western Reserve Land Conservancy tentatively closing on the land for Orange Headwaters Preserve at the end of June
    - o Met with residents on Brainard Road to capture their backland for the conservation area
    - o Will report back in the next several weeks
  - Met with property owners at Brainard/Miles to redevelop the properties and create a gateway development for the community
  - Dog Forest nearing completion and thanked Bob Zupan and his department for their hard work
    - o Recognized Tri-C students for their assistance with the dog bone pavers
    - o Hope to have a grand opening on or around June 13
  - United States of Kindness proclamation
    - o 250 Acts of Kindness
      - His act of kindness is participating in the development of the Veteran home in Lakewood to provide housing for veterans
        - Ribbon cutting today
14. Comments by the Council President (Mrs. Perry was not in attendance)
- Mrs. Vincent as Council President Pro-Tem provided her comments
  - Mrs. Vincent said the market had rave reviews and thanked everyone for their support
    - o Next Market date is June 13 – 9am – 1pm in front of the Building department
  - Charter Review Commission – thanked them for their work
  - Orange Schools update
    - o Levy discussion is expected to be on the agenda at next Monday’s board meeting
      - Anticipated at 5 mil
  - Happy Mother’s Day
15. Committee Reports and Comments by Council Members
- Boyle**
- Thanked the Charter Review Commission
  - Clear need for Council to have some level of operating instructions
    - o Special meetings vs Work Sessions
      - Reasoning behind them
      - Spoke with Mrs. Perry to draft rules
- Bilsky**
- Brainard/Miles property owners have been productive conversations
  - Spoke with Pastor of church on Emery Road
    - o Concerning additional activity or recreational area
- Foster**
- Thanked the Artisan & Farmers Market for allowing the Veteran’s committee to participate
  - May is military appreciation month and mental health awareness month
    - o Requested that this be added to the LED sign

**Kurland**

- Rabbi Rosie passed away today
  - o Lost her battle with cancer – she was 64
  - o One of the longest running rabbis in all of greater Cleveland
  - o Hope all can live being sources of light and blessing to one another
- Happy Mother's Day

**Ullner**

- Orange High School does have a student that will be going into the military
- Celiac Disease Awareness month
- Jewish American Heritage month
  - o Anti-Semitism all around us
    - Speak up/Stand up
- Solar Power
  - o Current legislation stated she does not feel that it is impossible to place them on the front of the home
    - Asked Mayor Kline to review the Ordinance to see if there is an issue with placement
      - Mayor Kline stated he has a meeting tomorrow with NOPEC
        - o Will speak with them about solar
- Planning and Zoning has a number of Pulte homes in the Canyons
  - o One snafu with respect to a building put up by Pulte that does not meet the requirements of what the commission agreed to
    - They will report back with what they were supposed to do and what they did
      - P & Z Commission can decide to reconsider
  - o Public hearing on June 3 – parking space requirements allow land to be banked and used at a later time
    - Can be used as green space only
- Happy Mother's Day to all

16. 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 was made by Mrs. Vincent seconded by Mr. Foster.

Law Director Steve Byron, Police Chief Mike Roberts and Mayor Jud Kline were invited to join the executive session.

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

Council entered into Executive Session at 8:11 p.m.

Council reconvened the Special Council Meeting of May 6, 2026 at 8:37 p.m.

17. A Motion to confirm the appointment of Anthony Ugrinic, Jr. as non-sworn member of the Orange Village Police Department was made by Mrs. Vincent seconded by Ms. Ullner.

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

18. Adjournment of the Special Council Meeting of May 6, 2026

A Motion to adjourn the Special Council Meeting of May 6, 2026 was made by Mr. Foster seconded by Ms. Ullner.

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

Special Council Meeting of May 6, 2026 was adjourned at 8:39 p.m.

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Annamarie Girardi  
Council Clerk

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Staci Adelman Vincent  
Council President Pro-Tem

**MINUTES  
ORANGE VILLAGE COUNCIL  
COUNCIL MEETING  
MAY 13, 2026  
7:00 PM**

1. Council President Perry called the Council Meeting of May 13, 2026 to order at 7:02 p.m.
2. Pledge of Allegiance
3. Roll call

Members Present:       Bilsky (via phone), Foster, Vincent, Kurland, Perry  
Members Absent:       Ullner, Boyle  
Others Present:        Jud Kline, Mayor  
                              Steve Byron, Law Director  
                              Michael Roberts, Police Chief  
                              Bob Zugar, Service Director  
                              Dana Kavander, Treasurer  
                              Anna Girardi, Council Clerk

4. A Motion to excuse Council Member James Boyle from the May 13, 2026 Council Meeting was made by Mrs. Vincent seconded by Mrs. Perry.

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

5. A Motion to excuse Council Member Kimberlee Ullner from the May 13, 2026 Council Meeting was made by Mrs. Perry seconded by Mr. Foster.

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

6. Mayor Kline presentation of proclamation to Former Prosecutor Blair Melling

Mayor Kline read the proclamation for Mr. Melling and presented him with a plaque. Mayor Kline thanked him for his service to Orange Village. Mr. Melling stated he served two Mayors, Police Chiefs and one Law Director during his 25 years of service to Orange Village. Thanked Steve Byron for recommending him.

7. A Motion to authorize the Mayor to enter into an employment agreement with Robert McLaughlin to serve as a part-time member of the Orange Village Building Department was made by Mrs. Perry seconded by Mrs. Vincent.

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

Mr. Byron stated the original draft had a typographical error the hourly rate stated \$50 per hour, it is actually \$60 per hour. Mrs. Vincent stated Mr. McLaughlin has been an asset to the community and thrilled he is able to stay. Mayor Kline explained the next steps for the Building Department and Mr. McLaughlin's role.

8. A Motion to confirm the appointment of Robert McLaughlin as a part-time member of the Orange Village Building Department of Orange Village effective May 1, 2026 was made by Perry seconded by Mrs. Kurland.

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

9. A Motion to authorize the Mayor to enter into an employment agreement with Ron Nied to serve as a part-time member of the Orange Village Building Department was made by Mrs. Perry seconded by Mr. Foster.

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

Law Director Byron stated this continues our agreement with Mr. Nied. Mayor Kline will administer the Oath of Office to Mr. Nied and Mr. McLaughlin at a later date.

10. A Motion to authorize the Mayor to enter into an employment agreement with Anthony Ugrinic, Jr. to serve as a non-sworn member of the Orange Village Police Department was made by Mrs. Vincent seconded by Mrs. Kurland.

Chief Roberts stated Anthony is currently a cadet at the Cleveland Heights Police Academy. He applied after Orange Village visited the police academy. During the interview program he has a great deal of promise to be a long-term employee and any department would be lucky to have him. That is why we are pursuing him before graduates.

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

11. A Motion to approve the Treasurer's Report for March, 2026 was made by Mrs. Vincent seconded by Mrs. Perry.

Mrs. Kavander explained the Treasurer's Report for March, 2026

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

12. A Motion to approve the Tax Administrator's Report for March, 2026 was made by Mrs. Perry seconded by Mrs. Kurland.

Mrs. Kavander explained the Tax Administrator's Report for March, 2026

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

13. A discussion of the Bills to be paid in the month of May in the amount of \$282,823.89 and additional April expenses in the amount of \$118,608.17.

14. Presentation of proposed fire station and Village Hall renovation with associated budget by Mayor Kline.

There will be a detailed version on June 1 at 6:30 p.m. The meeting will be live streamed and available on the website. Mrs. Vincent asked if there would be a presentation during the day,

Mayor Kline stated all the information is on the website. If anyone has questions, feel free to reach out to Mayor Kline.

Mrs. Kurland inquired about sustainable energy for both projects

- Mayor Kline stated he is meeting with NOPEC next week concerning renewables for both projects.
  - Group buying - Mayor Kline stated he plans to look into this when we plan on making the purchases.
- Inquired about another set of traffic lights on Brainard.
  - Mayor Kline stated this was addressed during the traffic study and the traffic engineer decided this was not needed

Mr. Foster inquired as to how much growth are the buildings for staff. Mayor Kline stated we are building for the future.

15. Audience comments relating to agenda items only
  - No comments
16. Old Business of Pending Legislation and Motions

**A. ORDINANCE 2026-14**

AN ORDINANCE ENGAGING BRICKER GRAYDON WYATT LLP TO PROVIDE SPECIAL COUNSEL TO ORANGE VILLAGE IN MATTERS RELATED TO THE FINANCING OF CAPITAL PROJECTS, AND DECLARING AN EMERGENCY. 2<sup>nd</sup> Reading

Mayor Kline explained there are a great deal of steps in order to get the bond issue on the ballot. They have a thorough understanding of the project and the financing we are pursuing. They assisted us on many other projects on TIFF financing. They do an excellent job and you want the best people you can get and trust to do the work.

17. New Business and Consideration of:
  - Charter Review Amendments were sent to council members
    - Law Director Byron stated he distributed the information to council. There are nine proposed amendments to the charter. In order for council to put anything on the ballot for charter, they need 5 votes of Council. He recommends that Council deliberate the information, maybe amend them, or come up with other ideas. A Motion will be required to prepare legislation (need 5 votes) and he will prepare one piece of legislation
      - Each ballot issue will be separate but Council can place them on one piece of legislation
      - Mrs. Vincent asked that the leader of the Charter Review Commission to come and speak about the amendments
        - Short presentation at the June 3 meeting
      - Mr. Byron stated if we get it to them after the August 12 meeting, that should be fine
  - Special Meetings/Work Sessions
    - Came up in the Charter Review Commission
    - Mrs. Perry stated she spoke with Mr. Boyle concerning how Council conducts business
    - Mr. Byron explained 90% of our agenda items are either housekeeping items or items that did not need to be studied
    - The chair still had the ability to slow things down and so does the Mayor
    - 1987 was when they added a Work Session

- Council President and/or Mayor have the ability to put items or remove items from the agenda
  - Mrs. Perry stated when she first started Council had one work session to discuss items and the second was a regular meeting we voted. There was no discussion at the regular meeting
  - Information was not as readily available as it is now
  - Mr. Boyle will head up the committee and provide a recommendation to Council of their findings
  - Mrs. Perry stated Council has the decision if they want to make any changes
18. Audience comments relating to matters which advance the good of the Village
- None
19. Comments by the Mayor
- Shavuot - May 22
  - Village Hall Closed on May 25 in observance of Memorial Day
    - o Trash/recycling pickup will be delayed until Tuesday, May 26
    - o We honor the brave heroes
  - Woodchips and Leaf Humus are still available, visit our website to order
  - Orange Village is a proud partner with United States of Kindness
    - o This is a nationwide call to complete 250 acts of kindness for America's 250<sup>th</sup> anniversary
    - o Sign up as a family – wonderful for others
  - Public Meeting - June 1 at 6:30 p.m. – presentation concerning the new fire station and Village Hall renovation including cost estimates
20. Comments by the Council President
- Thanked everyone for their condolences
21. Committee Reports and Comments by Council Members
- Kurland**
- Congratulated all the Orange graduates including her daughter Emily
- Bilsky**
- Not comments
- Foster**
- No comments
- Vincent**
- Juneteenth weekend - June 18 – Fulla Love - Mulcahy pavilion – 7pm
  - Arts & Culture Committee – June 2 – 7pm Village Hall
  - Stagecrafters update
  - Artisan and Farmers Market – June 13
    - o 4680 Lander Road
  - Orange Schools update
  - National Police Memorial Week
    - o Gratitude to officers and soldiers, their families and their loved ones
  - Congratulated Orange graduates
22. A Motion to enter into Executive Session to discuss the appointment and compensation of Village employees, the discussion of the status of the union negotiations and discussion pending or imminent litigation was made by Mrs. Vincent seconded by Mrs. Kurland.

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

Council entered into Executive Session at 8:03 p.m.

Council reconvened the Council Meeting of May 13, 2026 at 8:39 p.m.

23. Adjournment of the Council Meeting of May 13, 2026

A Motion to adjourn the Council Meeting of May 13, 2026 was made by Mrs. Vincent seconded by Mr. Foster.

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

Council Meeting of May 13, 2026 was adjourned at 8:39 p.m.

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Annamarie Girardi  
Council Clerk

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Lisa Perry  
Council President

**ORDINANCE NO. 2026-9  
(AS AMENDED)**

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE  
BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF  
POLICE, AND DECLARING AN EMERGENCY.**

WHEREAS, Council has reviewed and approves of the collective bargaining agreement between Orange Village and the Fraternal Order of Police Lodge #57, Orange Division, which is appended hereto as "Exhibit A."

**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 enter into a collective bargaining agreement with the Fraternal Order of Police Lodge #57, Orange Division, a copy of which is attached hereto, marked "Exhibit A" and incorporated by reference herein.

SECTION 2. That 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 3. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of Orange Village and, further, provides the usual daily operation of a municipal department and allows for the continuation of work by the Orange Village Police Department, under contract, without interruption, wherefore, 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

1<sup>st</sup> reading 4-8-2026  
P&Z action 5-5-2026  
2<sup>nd</sup> reading 5-6-2026  
3<sup>rd</sup> reading 6-3-2026  
Voted On 6-3-2026  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
PASSED \_\_\_\_\_ DEFEATED \_\_\_\_\_

05/7/2026

**ORDINANCE NO. 2026-12  
(AS AMENDED)**

**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. An amendment or the rescission such land banking may be considered by the Planning and Zoning Commission upon its own initiative, at the request of Council or upon the recommendation of the Zoning Administrator.”**

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



# Orange Village

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

DATE: May 6, 2026

TO: ALL MEMBERS OF COUNCIL

FROM: PLANNING & ZONING COMMISSION

RE: RECOMMENDATION OF THE PLANNING & ZONING COMMISSION

## AN 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.**

The Planning and Zoning Commission on May 5, 2026 recommended that Council enact the ordinance.

The vote was as follows:

Ayes: Lazar, Light, Hitt, Ullner and Mayor Kline

No: None

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

4/6/26  
\_\_\_\_\_  
Date

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

**ORDINANCE NO. 2026-14**

**AN ORDINANCE  
ENGAGING BRICKER GRAYDON WYATT LLP TO PROVIDE  
SPECIAL COUNSEL TO ORANGE VILLAGE IN MATTERS  
RELATED TO THE FINANCING OF CAPITAL PROJECTS, AND  
DECLARING AN EMERGENCY.**

WHEREAS, this Council has the authority to engage special counsel to provide legal services on behalf of Orange Village; and

WHEREAS, this Council determines it is necessary to engage special counsel to represent Orange Village in matters related to the issuance of municipal debt to finance the construction of a new fire station and the renovation of the Village Hall; and

WHEREAS, the Law Director has recommended the engagement of Bricker Graydon Wyatt LLP to perform the aforesaid services required of special counsel.

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

SECTION 1. That Bricker Graydon Wyatt LLP (“Special Counsel”) is engaged as special counsel to Orange Village, to represent the Village in the proposed issuance of notes and bonds to finance the construction of a new fire station, renovations to the Village hall, and related facilities. The Mayor is authorized to sign the engagement letter agreement that is appended to this Ordinance as “Exhibit A” (the “Agreement”).

SECTION 2. That the Village will pay Special Counsel in accordance with the terms and conditions shown in the Agreement in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000). At the conclusion of the tax year provided for herein, the Village shall issue Special Counsel the tax form known as a “1099,” or equivalent tax reporting form as provided by law.

SECTION 3. 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 held in compliance with all legal requirements including Chapter 105 of the Codified Ordinances of Orange Village.

SECTION 4. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of Orange Village and, further, provides for the immediate engagement of special counsel to represent the Village in the proposed issuance of notes and bonds to provide for the financing of Village capital projects; wherefore, 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

## EXHIBIT "A"



**Bricker Graydon Wyatt LLP**  
100 South Third Street  
Columbus, OH 43215  
614.227.2300 Office  
www.bricker.com

**Price D. Finley**  
Partner  
614.227.8897 Direct Phone  
pfinley@bricker.com

April 29, 2026

**VIA EMAIL**

Hon. Judson A. Kline  
Mayor, Orange Village  
4600 Lander Road  
Orange, Ohio 44022

Re: Bond Counsel for Orange Village Fire Facility

Dear Mayor Kline:

We are pleased to present this engagement letter for Bricker Graydon Wyatt LLP (the "Firm") to serve as bond counsel to Orange Village, Ohio (the "Village") with respect to the proposed issuance of bonds to finance the construction of a new fire station, renovations to the Village Hall, and related facilities (the "Project"). This letter will confirm our discussion with you regarding your engagement of our Firm and will describe the basis on which we will provide legal services to you.

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign a copy of this letter in the space provided and return the copy to me. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

### **Client**

Our client in this matter will be the Village. The Village has agreed that our representation in the matter described below does not give rise to a lawyer-client relationship between our Firm and any of the Village's employees or any related parties. Accordingly, representation of the Village in this matter will not give rise to any conflict of interest in the event other clients of the Firm are or become adverse to any of the Village's employees or related parties.

### **Nature of Engagement**

One of the purposes of this letter is to set forth the nature of our engagement and the terms and conditions of our representation of the Village. I will be the attorney in our firm primarily responsible for coordinating our bond counsel services with respect to the Project. Please note, however, that we take pride in the fact that we provide services to you as a firm, and, as such, we will retain the discretion in the exercise of professional judgment to assign portions of the work to attorneys and legal assistants who are best able to handle particular aspects of the representation on a cost efficient basis.



### **Role of Bond Counsel**

As bond counsel to the Village for the Project, we will:

- (1) Examine applicable law;
- (2) Coordinate and attend, as necessary, meetings of Village Council and its committees with respect to the approval of the Project;
- (3) Prepare or review: (i) the legislation authorizing the Project, pursuant to which the bonds and notes (collectively, the “Obligations”) are issued; (ii) such other documents as may be required by the Project or which we deem necessary for rendering our opinion including, without limitation, the Preliminary Official Statement and the Official Statement; and (iii) the forms of such closing documents, certificates, and opinions of counsel as may be required by the terms of the Project and applicable federal and state laws and the authorizing legislation;
- (4) Consult with the Village and its agents and designees prior to the closing of the Project;
- (5) Review certified proceedings in connection with the Project; and
- (6) Undertake such additional duties as are necessary to render our opinion.

Subject to the completion of proceedings to our satisfaction, we will render our opinion:

- (1) That the Obligations have been duly authorized, executed and delivered by the Village and are valid and binding obligations of the Village, payable in accordance with their terms; and
- (2) As to whether the interest paid on the Obligations will be: (i) excluded from gross income for federal income tax purposes, and (ii) exempt from Ohio income taxes (subject to certain limitations, which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date or dates that the Obligations are exchanged for their purchase price (each of which, a “Closing”) and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to the Project. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the Village or any other party concerning any of the following: (1) actions necessary to assure that, if applicable, interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes; or (2) responses to any examination, investigation or inquiry by any administrative, regulatory or judicial body or agency of any governmental authority, including, but not limited to, the Internal Revenue Service and the Securities and Exchange Commission.



In rendering an opinion, we will rely upon the certified proceedings and other certifications of public officials, including the Village Council, and other relevant parties and their counsel set forth in the financing documents, and other persons (including certifications as to the use of proceeds of the Obligations) without undertaking to verify the same by independent investigation.

Under Rule 15c2-12 of the Securities and Exchange Commission, an official statement or other disclosure document may be required in connection with the issuance of the Obligations. If an official statement or other disclosure document is required, we will assist in its preparation, but we are not responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any factual matters contained in such documents. Our responsibility will include, however, the preparation or review of sections in the disclosure document describing: (i) Ohio and federal law pertinent to the validity of the Obligations and the tax treatment of interest paid thereon, (ii) the terms of the Obligations, and (iii) our opinion. We will also deliver a supplemental opinion addressed to the underwriter(s) regarding accuracy of the disclosure document related to (i) above and that no facts have come to our attention which would lead us to believe that the Preliminary Official Statement as of its date or the Official Statement, as of its date and as of the closing date, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

### **Scope of Representation**

In performing our services under this engagement, the Village will be our client and we will represent its interests. We assume that other parties to a transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the Village does not alter our responsibility to render an objective legal opinion.

### **Fees and Expenses**

We normally price our bond counsel services as a fixed fee, which is determined, in part, taking into consideration the size and complexity of the bond issue. At this time, the par amount of the bonds has not been determined, so we are unable to provide a definitive fee estimate. To give you an idea of the range of bond counsel fees that may be charged for the Project, for a \$5,000,000 bond issue, we estimate that our fee will be \$45,000. At the other end of the scale, for an \$18,000,000 bond issue, we estimate that our fee will be \$85,000. At such time as the bond issue size has been determined, we will provide a definitive estimate of our bond counsel fee. Unless you determine otherwise, our bond counsel fee is typically paid at the Closing of the bonds out of proceeds of the issuance of the bonds. We will not submit any statement for our services as bond counsel until the Closing.

After we provide a fee estimate, it is possible that we may seek an adjustment of the proposed fee: (a) if the principal amount of the Obligations actually issued differs significantly from the amount on which we based our fee estimate, (b) if material changes in the structure of the financing occur, or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances warrant an



adjustment of our original fee estimate, we will consult with you; provided that payment of any agreed-upon adjustment will not delay Closing.

### **Conclusion of Representation; Retention and Disposition of Documents**

Unless previously terminated, our representation of the Village in this matter will terminate upon the delivery of our final statement for services rendered in this matter. Following such termination, any otherwise non-public information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. The Firm will retain our own files pertaining to the matter. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

### **Post-Engagement Matters**

The Village is engaging the Firm to provide legal services in connection with a specific matter. After completion of the engagement, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the engagement to provide additional advice on issues arising from the Project, the Firm has no continuing obligation to advise you with respect to future legal developments.

### **Professional Responsibility and Conflicts of Interest**

The conduct of attorneys and law firms are governed by the Rules of Professional Conduct (the "Rules of Conduct"). They include rules relating to actual or potential conflicts of interest. At the outset of this representation, and for each subsequent engagement, we undertake to identify potential and actual conflicts between your interests and those of others whom we currently represent or have previously represented, based upon the facts as we know them at the time of each engagement. It is always possible that during the course of our relationship, new facts arise which, under the Rules of Conduct, could require us to withdraw from further representation of you, or seek specific consent from you and another current or former client in order to continue representing you. If a conflict situation arises, we will discuss it with you and take appropriate steps to resolve the conflict or other problems, if possible. If you perceive an actual or potential conflict, please promptly contact the undersigned.



### **Advance Consent to Conflicts**

The Firm represents many other businesses and individuals. It is possible that during the period of this engagement, we may also represent other clients in matters substantially unrelated to this representation, where your respective interests are adverse. For example:

- If you have a lending relationship with a Firm client, we may represent the other client in a substantially unrelated matter in which your interests are adverse, including an unrelated matter arising out of that lending relationship.
- If you have an employment relationship with a Firm client, we may represent the other client in a substantially unrelated matter where your interests are adverse, including an unrelated matter arising out of that employment relationship.
- If you have a business relationship with a Firm client, we may represent the other client in a substantially unrelated matter where your interests are adverse, including an unrelated matter arising out of that business relationship.

You agree that our representation of you concerning the matter will not disqualify our Firm from representing other clients in matters, including litigation, that are substantially unrelated to the matter. You consent to waive any conflict of interest as to those other, substantially unrelated representations. The Firm agrees, per the applicable Rules of Conduct, not to divulge any confidential or nonpublic information about you that we acquire as a result of our work on the matter, or to use any such information to your material disadvantage in connection with any substantially unrelated matter in which we represent a party adverse to you.

In addition to legal work the Firm provides to clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm (“Government Relations Services”). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before state legislatures and before various federal, state, and local legislative or regulatory bodies or officials. Such services may include, but are not limited to seeking the enactment, repeal, or amendment of various laws, regulations or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the Village’s interests.

By executing this engagement letter, the Village is acknowledging that the Village has not retained the Firm to provide Government Relations Services, and that our work for the Village in this matter will not disqualify the Firm from providing Government Relations Services to other clients, even when the interests of those other clients are adverse to the Village’s interests. To the extent such Government Relations Services present an actual or prospective conflict of interest, by executing this engagement letter, the Village agrees to waive the right to disqualify the Firm from providing Government Relations Services to other clients.



### **Village Information and Communications**

So that the Firm's attorneys can fully represent the interests of the Village, it is important that counsel be provided all relevant information concerning the Project. The Village agrees to timely provide full and complete information requested by counsel in regard to the Project. The Rules of Conduct provide that in the event the Firm and counsel are not able to adequately represent the interests of the Village as a result of incorrect or insufficient information provided by the Village, the Firm and counsel may terminate the representation in this matter, subject to any approval required by a court or other authority.

### **Internal Consultation with Counsel to the Firm**

From time to time, lawyers or others in the Firm will consult with lawyers within the Firm designated as General Counsel and Associate General Counsel to the Firm ("Firm Counsel"). Such consultations with Firm Counsel can touch on ethical and other professional-conduct issues, issues involving potential claims against the Firm that arise in connection with the Firm's representation of a client, and any dispute or potential dispute between you and the Firm. As a condition of the Firm's representation, you agree that any such consultations with the Firm's Counsel are protected from disclosure, including disclosure to you, by the attorney-client privilege, to the extent permitted by law.

### **Resolving Disagreements**

We hope that no disagreements ever arise concerning any aspect of our professional relationship. If there is a dispute concerning our fees, services, or relationship, we encourage prompt conversations with the attorney you are working with to resolve any disagreement. If the issue is not resolved satisfactorily, we urge you to discuss your concerns with either Firm Counsel, Quintin Lindsmith (direct dial: 614-227-8802) or Stephen Smith (direct dial: 859-578-3070).

This letter limits the scope of our representation to those matters described herein. We specifically reserve the right to withdraw from representation if we feel that we cannot properly represent your interests. Likewise, should we at any time during the representation, even after the conflicts check, determine that representation of your interests would conflict with our previous representation and/or previous relationship with other clients relative to your matter, we do reserve the right, after discussion with you, and at our sole discretion, to withdraw from representation of your interests, or refer that particular matter out to other counsel to handle.

### **Conclusion**

If the foregoing is agreeable, please sign the Acceptance and Agreement below.

Thank you again for selecting us to be your counsel. We look forward to working with you. If you have any questions regarding the foregoing or would like to discuss, please do not hesitate to give me a call.



Very truly yours,

BRICKER GRAYDON WYATT LLP

By:  \_\_\_\_\_  
Price D. Finley

cc: Stephen L. Byron, Law Director

**ACCEPTANCE AND AGREEMENT:**

The terms of this engagement are understood, approved, and accepted.

ORANGE VILLAGE, OHIO

By: \_\_\_\_\_  
Judson A. Kline, Mayor

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

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

05/25/2026

## ORDINANCE NO. 2026-15

### AN ORDINANCE ESTABLISHING THE STANDARDS FOR OBTAINING SENIOR TRANSPORTATION SERVICES FROM THE VILLAGE THROUGH THE ORANGE COMMUNITY EDUCATION & RECREATION/ORANGE SENIOR CENTER AND DECLARING AN EMERGENCY.

WHEREAS, the Orange Community Education & Recreation/Orange Senior Center provides transportation to residents of the greater Orange Communities (i.e. Hunting Valley, Moreland Hills, Orange, Pepper Pike and Woodmere) that are paid for by the communities; and

WHEREAS, the Council of Orange Village desires to establish the standards by which the Village will pay for some transportation services for residents who are not financially able to do so.

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

SECTION 1. That the Mayor is authorized to enter into an agreement with the Orange Community Education & Recreation/Orange Senior Center (“Senior Center”) to pay for limited bus transportation for medical appointments for qualified and approved Orange Village residents, provided that the program administered by the Senior Center meets the requirements stated in this ordinance.

SECTION 2. Orange Village residents shall only be eligible for transportation for medical services at the Village’s expense if the resident meets the following qualifications:

- (a) The resident is sixty-five (65) years old or older; or
- (b) The resident has a physical or mental impairment that substantially limits one or more major life activities, including mobility, self-care, cognition, or the ability to safely access ordinary medical services without assistance; and
- (c) There is no abled-bodied person residing with the resident; and
- (d) The resident lives in a household that has a total annual household income of less than two hundred percent (200%) of the federal poverty guideline for the household, based on the number of residents living in the household; and
- (e) The resident has applied for the service with the Village and has presented evidence to the Village that the resident meets the qualifications stated listed above.

SECTION 2. That no household may receive more than six (6) trips that will be paid for by the Village in any three (3) month period. If a household requires more than six (6) trips the household will be responsible for the payment for those trips.

SECTION 3. That the Clerk of Council shall forward a copy of this Ordinance to the Senior Center. Any future memorandum of understanding or other agreement between Orange Village and the Orange Community Education & Recreation/Orange Senior Center shall include the terms and conditions set forth in this Ordinance.

SECTION 4. 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 5. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of Orange Village and, further, provides for the immediate provision of a transportation benefit to Village residents in a manner that is fiscally responsible; wherefore, 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

**ORDINANCE NO. 2026-16**

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
AMENDED EMPLOYMENT AGREEMENT WITH ANTHONY  
UGRINIC, JR., AND DECLARING AN EMERGENCY.**

WHEREAS, this Council previously authorized, by motion, the Mayor to execute an employment agreement between Orange Village (“Village) and Anthony Ugrinic, Jr. (“Mr. Ugrinic”), which Agreement set the terms and conditions of Mr. Ugrinic’s employment with the Village as a nonsworn member of the Orange Village Police Department; and

WHEREAS, the Chief of Police has recommended that Mr. Ugrinic be compensated as though he were a sworn member of the Village Police Department, Patrol D, under the collective bargaining agreement between the Village and the Fraternal Order of Police Lodge #57, Orange Division (“CBA”); and

WHEREAS, in order to provide the benefits that are available to full-time police officers, this Council needs to approve such benefits by ordinance as there is no ordinance that currently authorizes the benefits that are provided by the CBA to Village employees who are not covered by the CBA; and

WHEREAS, this Council finds and determines that it is appropriate to authorize the Mayor to enter into an amended agreement and provide employment benefits to Mr. Ugrinic as are provided to full-time sworn members of the Police Department who are subject to the CBA; and

WHEREAS, this Council desires to grant the benefits to Mr. Ugrinic effective the first day of his work, i.e. May 16, 2026, so that Mr. Ugrinic is treated as all other full-time members of the Orange Village Police Department.

**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 enter into an amended agreement with Mr. Ugrinic, which agreement is attached hereto, marked "Exhibit A", and incorporated by reference herein.

SECTION 2. That the benefits granted herein shall be applicable to Mr. Ugrinic effective as of the date of his hire, May 16, 2026.

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 constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of Orange Village and, further, provides the usual daily operation of a municipal department and allows for the continuation of work by Mr. Ugrinic with the Orange Village Police Department, without interruption; wherefore, this Ordinance shall be in full force and effect from and after its adoption and approval by the Mayor and benefits shall be granted effective as of the date of hire, May 16, 2026..

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

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

Submitted to the Mayor for approval

Approved by the Mayor this

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

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

ATTEST:

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

\_\_\_\_\_  
Mayor



# Orange Village Police Department

4600 LANDER ROAD  
ORANGE VILLAGE, OHIO 44022

## AMENDED EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into by and between Orange Village, Ohio, 4600 Lander Road, Orange Village Ohio 44022 (“Village”), and Anthony Ugrinic, Jr., 7444 Carole Dr., Mentor Ohio, 44060 (“Candidate”).

### 1. Purpose.

The purpose of this Agreement is to establish the terms and conditions under which the Candidate shall be employed by the Village while attending a state-approved Ohio Peace Officer Training Academy (“Academy”) and seeking certification as a peace officer.

The Candidate acknowledges that employment during Academy attendance is provided solely for the purpose of completing required training and obtaining state certification for appointment as a sworn patrol officer with the Orange Village Police Department (“Department”) and to develop the relationship between Candidate and the Department.

### 2. Employment Status.

Upon Council voting to confirm Candidate’s employment with the Department, this Agreement shall take effect.

The Candidate shall be employed as a full-time, non-sworn police officer while the Candidate attends the Academy and until such time Candidate becomes a full-time, sworn police officer or this Agreement is terminated. This is the “Employment Period” pursuant to this agreement, which is distinguishable from Candidate’s employment with the Village after the Candidate becomes a sworn full-time police officer.

While enrolled at the Academy, and until Candidate becomes a sworn Orange Village Police Officer, the Candidate shall not exercise law enforcement authority and shall not carry any weapons in the course and scope of his employment except as directed by and under the supervision of the Academy.

The Candidate shall follow all lawful orders and directives of the Department while employed by the Village and, while attending the Academy, shall act at the direction of the Academy.

Continued employment is expressly conditioned upon:

- A. Attendance at, and successful completion of, the Academy;
- B. Successful attainment of Ohio peace officer certification;
- C. Compliance with Department policies, Academy rules, and lawful directives;
- D. Successful appointment and completion of the Department's probationary period following swearing-in; and
- E. Working eighty (80) hours per two-week pay period, which hours shall include all time that Candidate is at the Academy and the remainder of the time that the Candidate works at the Department. Studying for the Academy while away from the Academy or not at the Department is not "work" for purposes of this agreement.

Execution of this Agreement and successful performance of its terms does not guarantee appointment as a sworn officer or continued employment with the Department. The Mayor and Council of Orange Village retain the authority to appoint and confirm the appointment of all sworn-police officers.

### 3. Compensation.

The Candidate shall be compensated as, and receive the benefits of, a Patrol D officer, as provided in the Collective Bargaining Agreement between Orange Village and The Fraternal Order of Police, Ohio Labor Council, Inc. for Patrol Officers & Promoted Bargaining Units and shall participate in the Ohio Police and Fire Pension Fund. Candidate shall not, however, be a member of the Collective Bargaining Unit, or pay dues to the union, unless and until he becomes a sworn member of the Department.

The Candidate shall be paid for eighty (80) hours during each two-week pay period.

The Candidate shall not work more than eighty (80) hours during each two-week pay period.

### 4. Required Reporting To The Department.

If the Candidate attends Academy training for fewer than eighty (80) hours during any two-week pay period, the Candidate shall report to the Department and perform duties as assigned by the Chief of Police or the Chief's designee to complete the eighty (80) hours.

Assignments shall be at the sole discretion of the Chief of Police or the Chief's designee and may include administrative duties, training assignments, observation assignments, equipment familiarization, or other lawful work assignments.

Failure to report as directed may result in discipline, termination, and repayment obligations under this Agreement.

5. Payment of Liquidated Damages.

The Village is providing Candidate an opportunity while at the Academy for which no value can be calculated. These damages include not only amounts paid to the Candidate while attending the Academy but also management time and opportunity costs incurred by allowing the Candidate to be paid while attending the Academy. Consequently, the Candidate shall pay the Village, as liquidated damages and not as a penalty, Five Thousand Dollars (\$5,000) if the Candidate:

- A. Fails to successfully complete the Academy;
- B. Fails to obtain Ohio peace officer certification;
- C. Withdraws from the Academy;
- D. Is dismissed or removed from the Academy;
- E. Otherwise becomes ineligible for certification for any reason;
- F. If the Candidate resigns, is terminated, or otherwise separates from employment with the Village for any reason before two (2) years of service as sworn full-time Village Police Officer after the Employment Period.

7. Repayment Terms.

Any repayment required under this Agreement shall be due in full within seven (7) days of separation for any triggering event under Section 6, unless otherwise approved in writing by the Village.

The Village may pursue all lawful means of collection, including civil action, to recover unpaid amounts.

8. Authorization of Deductions.

The Candidate authorizes the Village to deduct any amounts due under this Agreement from final wages, accrued compensation, or other amounts lawfully payable.

Any unpaid balance remaining after deductions shall remain the personal obligation of the Candidate.

9. No Property Right.

Nothing in this Agreement creates a property right to employment, continued employment, Academy sponsorship, appointment as a sworn officer, or completion of probation.

Employment remains subject to Village authority, Department discretion, and applicable law.

10. Voluntary Execution.

The Candidate acknowledges that he has read this Agreement, understands its terms, has had the opportunity to seek independent legal advice, and voluntarily agree to the repayment obligations set forth herein.

11. Governing Law; Venue.

This Agreement shall be governed by the laws of the State of Ohio. Any litigation regarding this Agreement shall be filed in Cuyahoga County.

12 Severability.

If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**CANDIDATE**

**FOR ORANGE VILLAGE**

\_\_\_\_\_  
Anthony Ugrinic, Jr.

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



# Orange Village Police Department

4600 LANDER ROAD  
ORANGE VILLAGE, OHIO 44022

## AMENDED EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between Orange Village, Ohio, 4600 Lander Road, Orange Village Ohio 44022 ("Village"), and Anthony Ugrinic, Jr., 7444 Carole Dr., Mentor Ohio, 44060 ("Candidate").

### 1. Purpose.

The purpose of this Agreement is to establish the terms and conditions under which the Candidate shall be employed by the Village while attending a state-approved Ohio Peace Officer Training Academy ("Academy") and seeking certification as a peace officer.

The Candidate acknowledges that employment during Academy attendance is provided solely for the purpose of completing required training and obtaining state certification for appointment as a sworn patrol officer with the Orange Village Police Department ("Department") and to develop the relationship between Candidate and the Department.

### 2. Employment Status.

Upon Council voting to confirm Candidate's employment with the Department, this Agreement shall take effect.

The Candidate shall be employed as a full-time, non-sworn police officer while the Candidate attends the Academy and until such time Candidate becomes a full-time, sworn police officer or this Agreement is terminated. This is the "Employment Period" pursuant to this agreement, which is distinguishable from Candidate's employment with the Village after the Candidate becomes a sworn full-time police officer.

While enrolled at the Academy, and until Candidate becomes a sworn Orange Village Police Officer, the Candidate shall not exercise law enforcement authority and shall not carry any weapons in the course and scope of his employment except as directed by and under the supervision of the Academy.

The Candidate shall follow all lawful orders and directives of the Department while employed by the Village and, while attending the Academy, shall act at the direction of the Academy.

Continued employment is expressly conditioned upon:

- A. Attendance at, and successful completion of, the Academy;
- B. Successful attainment of Ohio peace officer certification;
- C. Compliance with Department policies, Academy rules, and lawful directives;
- D. Successful appointment and completion of the Department's probationary period following swearing-in; and
- E. Working eighty (80) hours per two-week pay period, which hours shall include all time that Candidate is at the Academy and the remainder of the time that the Candidate works at the Department. Studying for the Academy while away from the Academy or not at the Department is not "work" for purposes of this agreement.

Execution of this Agreement and successful performance of its terms does not guarantee appointment as a sworn officer or continued employment with the Department. The Mayor and Council of Orange Village retain the authority to appoint and confirm the appointment of all sworn-police officers.

3. Compensation.

The Candidate shall be compensated ~~as, and receive the benefits of,~~ a Patrol D officer, as ~~stated in Section 15.1 of~~ the Collective Bargaining Agreement between Orange Village and The Fraternal Order of Police, Ohio Labor Council, Inc. for Patrol Officers & Promoted Bargaining Units ~~and shall participate in the Ohio Police & Fire Pension Fund.~~ Candidate shall not, however, be a member of the Collective Bargaining Unit, ~~or pay dues to~~ the union, unless and until he becomes a sworn member of the Department.

**Deleted:** at the hourly rate of

**Deleted:** .

**Deleted:** be entitled to the other benefits of the members.

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**CANDIDATE**

**FOR ORANGE VILLAGE**

\_\_\_\_\_  
Anthony Ugrinic, Jr.

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

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

06/01/2026

**ORDINANCE NO. 2026-17**

**AN ORDINANCE  
AMENDING SECTION 145.01, COMPOSITION, OF CHAPTER  
145, FIRE DEPARTMENT, OF THE CODIFIED ORDINANCES  
OF ORANGE VILLAGE.**

WHEREAS, the Chief of the Orange Village Fire Department has advised this Council that a change is appropriate regarding the composition of the Department to establish the office of a Fire Marshal; and

WHEREAS, the Chief has recommended that the position of Fire Marshal be appointed either from the promoted officers (e.g. Chief, Assistant Chief, Captains and Lieutenants) or may be a member of the department.

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

SECTION 1. That existing Section 145.01, Composition, of the Codified Ordinances of Orange Village, is amended to read as follows:

**“145.01 COMPOSITION.**

- (a) The Fire Department shall be composed of a Fire Chief, an Assistant Fire Chief, up to seven (7) additional officers (consisting of one (or more) captain(s) and lieutenants), and not more than fifty other members. All officers and members of the Fire Department shall be appointed by the Mayor, subject to the confirmation of Council.
- (b) In addition to the promoted officers, a member of the Department shall be designated as the Fire Marshal of the Village and shall perform such duties as are assigned by the Chief or Assistant Chief of the Department. The office of the Fire Marshal shall be filled from either the promoted officers or the members of the department but shall have the necessary training and experience to perform the role
- (c) The Fire Chief may be a part-time or full-time position, upon a determination by the Mayor.”

SECTION 2. That existing Section 145.01, Composition, 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