

# VILLAGE OF OAKWOOD

## COUNCIL MEETING – SPECIAL MEETING

July 26, 2021

7:00 p.m.

### AGENDA



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Pursuant to Section 7.09 of the Charter of the Village of Oakwood, the Mayor is hereby calling a Special Meeting of the Village Council to consider to consider the following items:

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**1. Call Meeting to Order**

**2. Pledge of Allegiance**

**3. Roll Call**

Council President	Johnnie A. Warren	Mayor	Gary V. Gottschalk
Council-At-Large	Elaine Y. Gaither	Law Director	James Climer
Ward 1 Councilman	Chris C. Callender	Finance Director	Brian L. Thompson
Ward 2 Councilperson	Eloise Hardin	Service Director	Tom Haba
Ward 3 Councilperson	Melanie Sanders	Chief of Fire	Jim Schade
Ward 4 Councilperson	Patricia Rogers	Police Chief	Mark Garratt
Ward 5 Councilperson	Candace S. Williams	Building Inspector	Daniel Marinucci
		Housing Inspector	N / A
		Engineer	Ed Hren
		Recreation Director	Carlean Perez

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Ord 2021- 47 AN EMERGENCY ORDINANCE APPOINTING CHRISTINE MORGAN AS CLERK OF VILLAGE COUNCIL AND SETTING FOR THE DUTIES AND COMPENSATION FOR SUCH POSITION

RES 2021- 48 A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUYAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NOS. 795-07-078, 795-07-079 AND ONE-HALF OF 795-07-080

Adjournment

ORDINANCE NO. 2021-47

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE APPOINTING CHRISTINE MORGAN AS CLERK OF VILLAGE COUNCIL AND SETTING FORTH THE DUTIES AND COMPENSATION FOR SUCH POSITION**

**WHEREAS**, the Village needs to appoint a Clerk of Council due to a vacancy existing in such position:

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

**SECTION 1.** Council hereby appoints Christine Morgan as Clerk of Village Council to serve at the pleasure of Council, said appointment commencing July 27, 2021. The Clerk of Council shall report to the President of Council. The Clerk of Council shall attend all Regular and Special Meetings of Village Council, Work Sessions of Council and the various Committee Meetings of Council. It shall be the duty of the Clerk of Council to prepare Agendas for these various meetings and to timely transmit same to the Mayor, Council, Department Heads and the Media. Also the Clerk of Council shall accurately record and transcribe the minutes of these meetings and promptly prepare and present same to Village Council as provided in Section 111.07(d) of the Code. The Clerk of Council shall be at the Council Offices at Village Hall (8) hours per day, five (5) days per week, during all business hours, in the performance of her duties, except on the day of a Regular or Special Council Meeting in which event the work schedule shall be set by the President of Council. The Clerk of Council shall prepare and publish all legal notices and make such filings in a timely manner as is incumbent upon the Clerk. In addition, the Clerk of Council shall perform such other duties as are prescribed in Section 7.09 of the Village Charter, Section 111.07 of the Codified Ordinances, other sections of the Village Charter and Ordinances and the Ohio Revised Code and such other duties as may be prescribed from time to time by the President of Village Council and/or by a majority of the members of Village Council.

**SECTION 2.** The Clerk of Council shall be compensated \$42,000 per annum for the first year of such service as Clerk of Council. There shall be no other accruals, entitlements, or employment benefits than those afforded to all other newly hired, full-time employees of the Village of Oakwood.

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

PASSED:.....

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

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

Presented to the  
Mayor\_\_\_\_\_

Approved:\_\_\_\_\_

\_\_\_\_\_  
MAYOR

I, \_\_\_\_\_, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2021 - 47 was duly and regularly passed by this Council at the meeting held on the\_\_\_\_ day of\_\_\_\_\_,2021.

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

**POSTING CERTIFICATE**

I, \_\_\_\_\_, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2021 - 47 was duly posted on the\_\_\_\_ day of \_\_\_\_\_,2021, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than five (5) of the most public places in the municipality as determined by the Council of the said Village.

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

DATED: .....

RESOLUTION NO. 2021 -48

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUYAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NOS. 795-07-078, 795-07-079 AND ONE-HALF OF 795-07-080**

**WHEREAS**, the Village Oakwood and Ronnie Sears (hereinafter referred to as “Purchaser”) have reached an agreement in principle, as set forth in the Ordinance attached hereto as Exhibit "A" and Exhibit “1” attached thereto for the sale of said Permanent Parcel Numbers 795-07-078, 795-07-079 and one half of 795-07-080 (hereinafter “the Property”) to Purchaser; and,

**WHEREAS**, Charter Sec. 10.02 (C) requires that, prior to passage, any Ordinance providing for the sale of public land be submitted to the Planning Commission for report and recommendation;

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

**SECTION 1.** Proposed Ordinance No. 2021 - , attached hereto and made a part hereof by reference and marked Exhibit “A”, which provides for the sale to Purchaser of the Property be and hereby is referred to the Planning Commission pursuant to Charter Sec. 10.02 (C) for report and recommendation.

**SECTION 2.** The Interim Clerk of Council be and is hereby authorized and directed to refer the attached proposed Ordinance No. 2021 - to the Planning Commission for report and recommendation pursuant to Charter Sec. 10.02 (C) and the Codified Ordinances of the Village.

**SECTION 3.** This Resolution shall take effect from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Johnnie A. Warren, President of Council

\_\_\_\_\_  
, Interim Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Gary V. Gottschalk

I, \_\_\_\_\_, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2021 - \_\_\_\_\_ was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
, Interim Clerk of Council

**POSTING CERTIFICATE**

I, \_\_\_\_\_, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2021 - \_\_\_\_\_ was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, and will remain posted for a period of fifteen (15) days thereafter as provided by the Oakwood Village Charter.

\_\_\_\_\_  
, Interim Clerk of Council

DATED: \_\_\_\_\_

EXHIBIT "A"

AMENDED ORDINANCE NO. 2021 –

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH RONNIE SEARS TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUYAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NOS. 795-07-078, 795-07-079 AND ONE-HALF OF 795-07-080**

**WHEREAS**, the Village Oakwood owns certain real property designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel Nos. 795-07-078, 795-07-079 and 795-07-080; and,

**WHEREAS**, Oakwood deems it advantageous to sell Permanent Parcel Nos. 795-07-078, 795-07-079 and one half of 795-07-080 (hereinafter "the Property") to Ronnie Sears (hereinafter "Purchaser") to be developed and maintained as a single family residence; and,

**WHEREAS**, Oakwood and Purchaser have reached an agreement in principle, as set forth in Exhibit "1" attached hereto and incorporated herein, for the sale of the Property to Purchaser;

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

**SECTION 1.** The Mayor be and is hereby authorized to enter into the Purchase Agreement with Purchaser, a copy of which is attached hereto and expressly made a part hereof by reference and marked Exhibit "1".

**SECTION 2.** This Ordinance shall take effect from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Johnnie A. Warren, President of Council

\_\_\_\_\_  
, Interim Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Gary V. Gottschalk

I, \_\_\_\_\_, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2021 - \_\_\_\_\_ was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
, Interim Clerk of Council

**POSTING CERTIFICATE**

I, \_\_\_\_\_, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2021 - \_\_\_\_\_ was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and will remain posted for a period of fifteen (15) days thereafter as provided by the Oakwood Village Charter.

\_\_\_\_\_  
, Interim Clerk of Council

DATED: \_\_\_\_\_

**EXHIBIT "1"**

**PURCHASE AGREEMENT**

**THIS AGREEMENT** is made and entered as of the last date of execution specified below, by and between The Village of Oakwood, Ohio hereinafter referred to as SELLER, and Ronnie Sears, hereinafter referred to as PURCHASER.

1. SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate with appurtenances, located in the Village of Oakwood, County of Cuyahoga and State of Ohio: two and one half vacant parcels of property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel Nos. 795-07-078, 795-07-079 and one half of 795-07-080 consisting of approximately .603 acres total (hereinafter the "Property"). The Property shall include the land, all appurtenant rights, privileges and easements in their present condition "as is".

2. PURCHASER agrees to pay for said Property the sum of Five thousand five hundred and 00/100 Dollars (\$5,500.00).

3. SELLER shall furnish a Warranty Deed conveying to PURCHASER, or nominee, a marketable title to the Property, with dower rights, if any, released, free and clear of all liens and encumbrances whatsoever, except: (a) restrictions of record and any reservations and easements created in conjunction with such restrictions that do not materially adversely affect the use or value of the property; (b) zoning ordinances, if any; (c) taxes and assessments, both general and special, not yet due and payable, for the current half of the taxable year and thereafter.

4. The closing of the sale and Seller's obligation to deliver title the Property shall be subject to the following conditions:



- a. Within ten days of the execution of this Purchase Agreement, Purchaser shall deliver the purchase price to the escrow agent.
  - b. Within six months of the execution of this Agreement, Purchaser shall present plans for the construction of a single family dwelling of at least 3,000 square feet on the Property and obtain approval and permits from all necessary regulatory bodies for said plans.
  - c. Within six months of the execution of this Agreement, Purchaser shall obtain approval for the consolidation of the Property from all necessary regulatory bodies which shall be held for filing with the Cuyahoga County Recorder following closing. After the closing, PURCHASER shall cause to be recorded the foregoing consolidation plat and accompanying documents along with a deed restriction, covenant or other appropriate instrument to be agreed upon by the parties limiting the entirety of the Property to use solely for a single family, owner-occupied residence in perpetuity and prohibiting PURCHASER or his successors in interest from seeking to split any portion of the Consolidated Property or seeking the rezoning of the Consolidated Property to permit any use other than a single family residence.
  - d. Purchaser shall continuously own and reside in the Property for five 5 years following the issuance of an occupancy permit for the residence to be constructed on the Property.
5. Within six months of closing, PURCHASER shall commence and within one year of closing shall complete construction of the approved single family dwelling of

at least 3,000 square feet on the PROPERTY and, in the event PURCHASER fails to comply with this paragraph, the Property shall revert, to SELLER without compensation to PURCHASER.

7. SELLER shall furnish a Title Guaranty in the amount of the purchase price, as evidence of assurance that there has been conveyed to PURCHASER, or nominee, the title required to be conveyed hereunder. Should PURCHASER desire, he may obtain a Fee Policy of Title Insurance, so long as it pays the increased premium due because of such additional coverage.

8. All general and special taxes, and all annual maintenance charges, if any, shall be prorated as of the date of filing the deed for record, on the basis of the latest available tax duplicate, provided, however, that the full amount of all installments on any special assessments, whenever payable, shall be prorated and assumed by PURCHASER.

9. All documents and funds necessary to the completion of this transaction shall be placed in escrow with Guardian Title, 1120 Chester Ave, Cleveland, OH 44114, on or August 31, 2021, subject to their standard conditions of escrow acceptance. If a defect in title appears, SELLER shall have thirty (30) days after notice to remove said defect.

10. The Escrow Agent shall charge to SELLER and pay out of the purchase price the following: (a) the cost of the title exam and Title Guaranty required hereunder; (b) amount due to discharge any lien encumbering the property and the cost of recording the cancellation thereof; (c) any amount due PURCHASER by reason of prorations; and (d) the amount of any special assessments payable by SELLER. SELLER shall also pay directly all utility charges to the date of filing the deed for record. PURCHASER shall

pay the following: (a) any real estate transfer tax; (b) attorney fees incurred to prepare the Warranty Deed; (c) the escrow fee; (d) all fees and costs incident to filing the deed; (e) costs of any inspections requested by PURCHASER; and (f) the additional premium cost for the Owner's Fee Title Insurance Policy, if desired;

11. SELLER shall deliver possession of the property to PURCHASER upon filing the deed for record.

12. The obligations of SELLER to consummate at the Closing of the transaction herein contemplated are subject to the following conditions:

- (a) PURCHASER shall have performed all agreements on his part required to be performed under this Agreement and shall not be in default under any of the provisions of this Agreement; and
- (b) PURCHASER shall have delivered the Purchase Price to the Escrow Agent as set forth in Paragraph 2 hereof.

13. SELLER agrees that PURCHASER shall be permitted access to the Property at all reasonable times to inspect same.

14. PURCHASER stipulates that there have been no express or implied representations, warranties or statements concerning the condition of said premises, the value of same, the improvements thereon, the use that can be made of said premises, or anything concerning same other than what is included in this written Purchase Agreement.

15. Neither SELLER nor PURCHASER has retained any broker in connection with this transaction, and each party hereto agrees to defend, indemnify and hold the other harmless against any claim or claims of any broker or any other representative for commission, or finder's fee or expenses alleged by any third parties to be incurred by or on behalf of the indemnifying party.

16. This Agreement shall not be assigned by either party hereto without the

express written consent of the other.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

18. Any notices provided for herein to SELLER or PURCHASER shall be in writing and deemed to have been given when mailed, postage paid, by registered or certified mail, return receipt requested, as follows:

**TO SELLER:** Oakwood Village  
c/o James A. Climer  
Mazanec, Raskin & Ryder Co., LPA  
34305 Solon Rd., Ste. 100  
Cleveland, OH 44139  
jclimer@mrrlaw.com

**TO PURCHASER:** Joseph Fouche  
26232 Milburn Dr.  
Oakwood Village, OH 44146

19. Upon execution of this Agreement, it shall become binding upon and accrue to the benefit of SELLER and PURCHASER and their respective heirs, executors, administrators and assigns.

*IN WITNESS WHEREOF*, the parties hereto have executed this Agreement as of the last date subscribed hereinbelow.

**SELLER**

**VILLAGE OF OAKWOOD, OHIO**

\_\_\_\_\_  
DATE

by: \_\_\_\_\_  
Gary Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
James A. Climer,  
Law Director  
Village of Oakwood, Ohio

PURCHASER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Ronnie Sears