

THIS IS AN  
IN PERSON  
MEETING

**VILLAGE OF OAKWOOD**  
**COUNCIL MEETING**  
**August 24, 2021**  
**7:00 p.m.**  
**AGENDA**

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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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- 4. MINUTES** – July 13, 2021 Finance Budget meeting  
July 26, 2021 Special Council meeting  
July 28, 2021 Special Council meeting  
July 29, 2021 Special Council Meeting  
July 30, 2021 Special Council meeting  
August 9, 2021 Special Council meeting  
August 10, 2021 Special Council meeting  
August 11, 2021 Special Council meeting

**5. Correspondence to Clerk**

**6. Departmental Reports**

MAYOR - GARY GOTTSCHALK  
LAW DIRECTOR – JAMES CLIMER  
FINANCE DIRECTOR – BRIAN THOMPSON  
SERVICE DIRECTOR - TOM HABA  
ENGINEER REPORT- ED HREN

FIRE CHIEF - JIM SCHADE  
BUILDING INSPECTOR – DANIEL MARINUCCI  
HOUSING INSPECTOR – N / A  
POLICE CHIEF – MARK GARRATT  
RECREATION DIRECTOR – CARLEAN PEREZ

- 7. Floor Open for Comments from Village Residents** on meeting agenda and comments in general *Village residents, please state your name, address and the subject you wish to discuss for the record. Please limit your comments to five (5) minutes. Thank you! Please sign-in to speak*

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

**8. Legislation**

Ord 2021-52	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR
Introduced 8/24/2021 by	BUILDING INSPECTION SERVICES WITH SAFE BUILT OHIO, LLC AND DECLARING
Mayor & Council as a whole	AN EMERGENCY
1 <sup>st</sup> Reading	

Res 2021-53  
Introduced 8/24/2021 by  
Mayor & Council as a whole  
1<sup>st</sup> Reading

AN EMERGENCY RESOLUTION ADOPTING THE ALTERNATE FORMAT TAX  
BUDGET FOR THE YEAR 2022

Ord 2021-54  
Introduced 8/24/2021 by  
Mayor and Council as a whole  
1<sup>st</sup> Reading

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

MOTION TO ALLOW CHRISTINE MORGAN, CLERK OF COUNCIL, TO BE APPOINTED  
DESIGNEE FOR COUNCIL MEMBERS JOHNNIE A. WILLIAMS, III, ELAINE Y.  
GAITHER, CHRIS C. CALLENDER, ELOISE HARDIN, MELANIE SANDERS, PATRICIA  
ROGERS, AND CANDACE S. WILLIAMS TO ATTEND THE THREE HOUR "HB-9"  
CERTIFIED PUBLIC RECORDS TRAINING

Ord 2021-55  
Introduced 8/24/2021 by  
Mayor & Council as a whole  
1<sup>ST</sup> Reading

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,975,000 OF  
NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF  
PAYING COSTS OF (i) IMPROVING STREETS AND ROADS IN THE VILLAGE BY  
RECONSTRUCTING, RESURFACING, GRADING, DRAINING, CURBING, PAVING,  
CONSTRUCTING STORM SEWERS AND RELATED FACILITIES AND MAKING OTHER  
IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED  
BY COUNCIL, (ii) ACQUIRING, REMODELING, RENOVATING, FURNISHING AND  
EQUIPPING A BUILDING TO HOUSE VILLAGE SERVICE DEPARTMENT FUNCTIONS  
AND IMPROVING ITS SITE, (iii) ACQUIRING MOTOR VEHICLES FOR USE BY THE  
VILLAGE'S POLICE DEPARTMENT, (iv) REMODELING, RENOVATING, INSTALLING  
LIGHTING AND OTHERWISE IMPROVING THE VILLAGE'S COMMUNITY CENTER,  
(v) ACQUIRING REAL ESTATE FOR VILLAGE PURPOSES, (vi) ACQUIRING SOLID  
WASTE AND RECYCLING CONTAINERS FOR USE IN REFUSE COLLECTION AND  
(vii) RESURFACING FORBES ROAD FROM NORTHFIELD ROAD TO BROADWAY  
AVENUE IN ACCORDANCE WITH PLANCE APPROVED OR TO BE APPROVED BY  
COUNCIL, AND DECLARING AN EMERGENCY

Ord 2021-56  
Introduced 8/24/2021 by  
Mayor & Council as a whole  
1<sup>st</sup> Reading

AN ORDINANCE CORRECTING ORDINANCE NO. 2021-38 TO PERMIT THE  
ACQUISITION OF TWO POLICE-CHEVY TAHOE VEHICLES FOR THE POLICE  
DEPARTMENT THROUGH THE STATE OF OHIO, DEPARTMENT OF  
ADMINISTRATIVE SERVICES, STATE PURCHASING PROGRAM AND DECLARING  
AN EMERGENCY

Ord 2021-57  
Introduced 8/24/2021 by  
Mayor & Council as a whole  
1<sup>st</sup> Reading

AN EMERGENCY ORDINANCE AUTHORIZING THE REAPPOINTMENT OF LILLIE  
HICKS, CLAUDIO ABBOMERATO, DEBBIE STOFFL AND CAROLYN JONES TO  
EMPLOYMENT WITH THE VILLAGE OF OAKWOOD

## 9. Adjournment

**VILLAGE OF OAKWOOD  
WORK SESSION  
AGENDA  
August 24, 2021**

1. Call Meeting to order
2. Discussion by Mayor and Department Heads of matters to be brought to the attention of Council if present.
3. Questions of Mayor and Department Heads concerning Legislation or potential Legislation to be considered at future Council meetings.
4. Discussion of items of draft Legislation or potential Legislation to be considered at future Council meetings.

***Legislation:***

Fiscal Officers Certificate Present

Ord 2021-WS-05 Introduced 1-29-2021 by Mayor & Council as a whole 2021-09 Moved to WS 2-23-21	AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF AN EXTERIOR HOME REPAIR ASSISTANCE PROGRAM FOR SINGLE FAMILY PROPERTIES LOCATED IN THE VILLAGE
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Ord 2021-WS-06 Introduced 1-26-2021 by Mayor & Co 2021-10 Moved to WS 2-23-21	AN ORDINANCE AMENDING ORDINANCE 2019-22 AUTHORIZING THE ESTABLISHMENT OF AN EXTERIOR HOME REPAIR ASSISTANCE PROGRAM
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New Resident Packets Procedure

Municipal Complex	Hardin
Disaster Recovery Plan	Hardin
Human Resources	Hardin
Five-Year Plan	Hardin

Employee Service Awards      (every five years)

Council Committee Assignments

5. Matters Deemed Appropriate
6. Adjournment

VILLAGE OF OAKWOOD  
COUNCIL FINANCE MEETING MINUTES  
July 13, 2021

ATTENDED

Johnnie A Warren – Council President

Brian Thompson-Finance

Elaine Gaither – Council-at-Large

Eloise Hardin-Ward 2

Patricia Rogers – Ward 4

Candace Williams – Ward 5

\*Chris Callender-Ward 1 Arrived Late

ABSENT

Megan Sanders-Ward 3

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Meeting opened at 6:10 by Warren.

Pledge of Allegiance recited, and attendance taken.

**Thompson:** Thank you, Mr. Chairman. To start out, I had emailed you guys a couple of exhibits including month end summary with the comprehensive list with the COVID funds. In addition, that I just handed out today, the 5-year projected equipment purchases for police/fire services at this time. Another exhibit for potential payments for the lease for the police/fire service as well and showing the funds we charge for in next year's budget. I was going to start out with the monthly but open to any order you want to go. **Councilperson:** Could you possibly start out with the COVID?

**Thompson:** Okay, the COVID list had 4 deposits that came in from the county on the CARES Act that totaled \$247,966.00. **Councilperson:** Did we establish a special revenue account for this? **Thompson:** Yes, and that is 25019004209 and we corresponded the spend out with the expense account 2507799 with a 52360. So, the invoice dates started in February as you look through, I can entertain any questions. The nitro gloves and some of the stuff is pretty straight forward. RKS Management is a cleaning company that continually cleaned police cars and fire equipment and buildings. As we got more from COVID, they scaled back their services. When you see RKS Management, that was a lot of disinfectant and cleaning at the instruction of the police chief. **Councilperson:** So, this was over and above our normal maintenance? **Thompson:** Yes, this was strictly going toward COVID maintenance toward buildings, locking the police vehicles and fire equipment as well. **Councilperson:** And they are trained specifically for these types of medical cleanings? **Thompson:** Yes. **Councilperson:** Huntington Bank CC is a type of payment. Do we know who the vendor was for that next line item? **Thompson:** Yes. The Huntington Bank next line item was for Everything Branded and we bought masks from them-CK N95 masks. The spray bottles may not have vendors and may have come from Staples. Most should have vendors. Waitlist Me is a company. **Councilperson:** It's a return charge. What is Waitlist Me for? **Thompson:** We were having court and it is a system where we were able to cellphone the individual for court. We instituted that so there was not a lot of movement coming into the building while we were having COVID.

**Councilperson:** Like the hospitals used. **Thompson:** Let's see. We got RKS, Sam's Club, Sanitizers, My Pillow facemask, Classic Design supplied the social distance floor decals that you see in buildings. **Councilperson:** Is Clean Committed safe? Is Clean Committed the vendor for line 22? **Thompson:** Yes. **Councilperson:** What was the Clean Committed kits for? **Thompson:** The Mayor was anticipating going into camp, that was going to be the supplies to keep the programs cleaned for the kids. **Councilperson:** When we had them, did we use them or store them? **Thompson:** We used a little bit of them. We still have some in storage. **Councilperson:** What did that consist of? **Thompson:** The safety kits had hand sanitizer, masks, sanitizing wipes. It was all focused on sanitizing and cleaning. **Councilperson:** For \$3700? **Thompson:** Yes. **Councilperson:** This Sterling Pathology was in when they came in and tested and we sent stuff out for them? **Thompson:** They came in and drew blood and we were testing all the employees and they sent results for everybody. It was performed here in council chambers. **Councilperson:** How often did you do that? **Thompson:** We only did it that one time and got everybody got tested, whoever wanted done. **Councilperson:** Where are the temperature kiosk? I see there are 7 or 8 on here from Great Lakes Telecom. Where are they located? **Thompson:** Here is one here. There is one in finance, one in back with the police. Stand up kiosk. You stand in front of it and it measures your temperature from your facial from the top eye pad and tells you if you have a high temperature. There is one in building, one in service throughout all of those buildings. We have one at the community center as well. **Councilperson:**

Have they ever been used? **Thompson:** They have been used. They are right at the front door. There is not much use now since COVID is downplayed but we have Delta Variant coming so we still have them at the front doors.

**Councilperson:** That brings up another situation for me. This thing may blow up again or it might not. Because of storage issues that are quite obvious, we want to be able to track these. When they are not in use, where are these and who makes certain that they don't walk out the door? **Thompson:** Everyone is entrenched in everybody's department. This one may need to be stored away since it is one, we haven't really used, and Debbie may have one in her office.

**Councilperson:** That bothers me. Based on what they cost and how important they are. If we have another outbreak, we are going to need these. Can someone be responsible for inventorying these and making certain that if they are not in use, where are they going to be stored? The fire department, somewhere. **Thompson:** That would be a good idea. The police have a holding room for confiscated things. I will work with them and talk to them. Between fire and police, I will see about storing these kiosks. **Councilperson:** We actually want an inventory system so when they are needed, they know where to get them and to return them, so we know where they are at any point and time. **Thompson:** Okay.

**Councilperson:** So, we have one for people coming into court? **Thompson:** Yes. **Councilperson:** I wrote down 5 places and it looks like we purchased 8. Do you know where the other 3 are? **Thompson:** Here, community center, building, finance, police, this one, Debbie and service. Debbie has one, I will have to look. **Councilperson:** So, in August, can you let us know who is going to be responsible and if we number them, how we are going to track them?

**Thompson:** We can use inventory tags. Mount Zion meditation garden through the Mayor and Andy Sparks, our architectural plant designer, there is an easement going back to Mount Zion the Village has that the Mayor created a meditation garden for residents and employees and that is the accumulated cost of it. **Councilperson:** That is a significant portion of the funds. Can we get the breakdown or check breakdown of who the vendors were? **Thompson:** Okay. **Councilperson:** By next meeting? **Thompson:** Sure. **Councilperson:** That was approved by the ??? money?

**Thompson:** Yes. The Mayor communicated with the budget management office at the State level. **Councilperson:** Because of the amount, not that I don't trust him, but would like to see the proof that we could do that. **Thompson:** Okay. **Councilperson:** The other thing is that is not the only church in our Village. How did it come about since we just did the partnership with that particular church since we used our community funds, how was the community notified that it is available for their use? **Thompson:** We may not have done a wide scale communication. It was more internal. I will have to look to see if there was a wide scale notification. But the easement was owed by the Village so that is why it was picked for the meditation garden. I don't think we own any other easements with any other church. **Councilperson:** So, where the garden is, it is our property? **Thompson:** Yes. It is an easement. **President:** We have access to the property. **Councilperson:** Where do we go in at? **Thompson:** Same way you go in. I think it is to the back to the left.

**President:** You go through the parking lot to the back. **Councilperson:** With that being said, it was announced last week that the County just received \$295 million, and the public was asked how to use these funds. The fact that we did not ask for suggestions, is why. The only way I knew we had a garden; Debbie went walking in the garden and I didn't know we had this. Not that I am anybody special, but the Council didn't have a clue. How does the general public know this is available to them? **Thompson:** He will have to advertise at a higher level to let people know. There are a couple final things that are in construction with \$2,000 to \$3,000 left but it is included in the total. **Councilperson:** So, we are going to maintain it? Was that the agreement? **Thompson:** Yes. **Councilperson:** Because of the mental aspect caused by COVID-19 has done to the general public, there is a plus. **Thompson:** There was a lot of mental aspects and suicides during COVID and that was discussed with the State. **Councilperson:** If the community doesn't know then it is all for not. **President:** The Mayor should send out a newsletter letting the residents know. **Councilperson:** We definitely have to (let them know). We lose community funds for that for the community not to have acknowledgment of it, in writing.

**Thompson:** There are final pieces they are doing to it. **Councilperson:** This is the final number and there is more work to be done? **Thompson:** Yes, this is the final and a little more work to be done. You are right about that.

**Councilperson:** This \$19,000 has nothing to do with any other agreement with Mount Zion. **Thompson:** No other agreement with Mount Zion. **Councilperson:** No agreement and doesn't affect any existing agreements. **Thompson:** Correct. **Councilperson:** Can we also know the future maintenance cost? **Thompson:** We can probably get that assessed between Andy Sparks and Tommy. **President:** That is going to be a guesstimate. **Thompson:** Want to continue down the list? **Councilperson:** I want to say this now. Was this announced in church, so the parishioners know?

**President:** It was. It was announced at church. **Councilperson:** How was it announced? **President:** The pastor announced that it was a joint venture between Oakwood Village and Mount Zion to have the meditation prayer garden available during these trouble times with COVID. **Councilperson:** Since it was joint, was there costs that Mount Zion put in or did we put in all the costs? **Thompson:** We put in all the costs. **Councilperson:** So, having the easement, that means we own that property. **President:** No. Having an easement means we have access to that property. In other words, just like you have sewer easement on your property, it allows the county or state the authorization to do maintenance. An easement allows for ingress and egress or to be on the property but does not give you ownership. Just

rights to use the property. **Thompson:** Thanks for the correction. **Councilperson:** So, it is not our property. **President:** No, it is just an easement. **Councilperson:** So, it is not our property, is there any reason why we put the total amount of the costs? **President:** The fact that the Mayor has the opportunity to use these COVID funds for an idea for meditation so he was focusing more on the Village. I cannot speak for him. He can answer that question. I did not know anything about it until they announced it in church that there is a ribbon cutting for the garden. **Councilperson:** Not only there are other monies coming in, not every penny should be brought to the Council as these monies are spent. I am talking to you as the administration. So, my comments are directed to you. It is never too late to go forward, when something like this occurs, were other ministers appraised that we were doing this with the Village? **Thompson:** The Mayor will have to elaborate on that. **Councilperson:** If we are spending public funds, we should not snub others. **Councilperson:** I understand you take direction from the Mayor, but at some point, we are responsible for the budget, so if you know you are going to make an expenditure of this amount with public funds, we are targeting. Is there a reason why we just chose Mount Zion because we do have other churches. Those churches have a valid point to say "why is this church being selected and not my church?" At some point, where is your responsibility to come to council and say we are going into this joint venture and a significant portion of these funds will be used? **Thompson:** Well with the elaboration of the easement, we do not have ownership, we have access. And with the Mayor has a certain amount of threshold by the Ohio Revised Code that he can make purchases, so it is still within the guidelines in that respect. But I do respectfully hear you, in terms of notifying Council of something of this magnitude, so the point is well taken. **Councilperson:** And I got your point, I respect your point. We have an obligation to feel a certain kind of way for those who do not speak for themselves. We can move on. **Thompson:** We upgraded a lot of the building to hands free faucets. That was a \$5,000 expenditure. **Councilperson:** Do we still have a regular maintenance crew every night? **Thompson:** We lost one young lady. The service had to do it. We just hired a gentleman by the name of Mr. Davies who is routinely doing it. **Councilperson:** When you say routinely, how often does he come in? **Thompson:** Every day. **Councilperson:** Is he a resident? **Thompson:** I think he is from Cleveland. He was working in Cleveland with the sanitation department. **Councilperson:** How are they handling the building down the street. Who is cleaning that and how often? The community center. **Thompson:** In conjunction with Mr. Davies and the service department, they are cleaning it. **Councilperson:** Has the building department always been responsible for the cleaning? **Thompson:** The young lady would come in to clean and she would go down to that building and cover community development and the community center. She was covering it all. **Councilperson:** Tonight's meeting, I would like to know the actual schedule. Who is cleaning these buildings and how often? **Thompson:** Tommy should be able to elaborate a little more. Another standout expenditure, we ended up buying 4 sets of fire gear for the fire department. **Councilperson:** Was this in addition to what they budgeted? Did this alleviate their budget by \$9400 or was this in additional expenditure and they were not planning to buy this equipment? **Thompson:** Every year he sets a certain amount of turnout gear, so I am pretty sure this was in addition. **Councilperson:** So this accelerated the purchase, so he purchased extra. **Thompson:** Yes. Other than the ones he scheduled in his budget. There is a reimbursement to Jim. Reconstructed processes that took place. A lot of internal work or the firefighters did, was assisting the spacing with COVID so that was the reimbursement for fire supplies to Jim. This VIP software was initiated by me to upgrade some of the software capacity in Finance. The next page, we were in bad need of upgrading a server for the whole Village's information structure. We bought some workstations for the fire department (new computers). We had some high end Adobe licenses for everybody. Bought 3 additional workstation for the fire department cause the department is in need of upgrading their computers and how they interact with the ambulances and some of their iPads. The Vitamin D regiment the Mayor was communicating to everyone. **Councilperson:** There is the Vitamin D program for the seniors worth \$2,000 and then there is another \$11,000, then \$146, then \$300. What did that involve with the program? **Thompson:** The \$146 looks like the letters. It was a matter of a lot of study during COVID which determined that you needed to have high levels of Vitamin D to avoid COVID and other ailments. The Mayor went through extensive discussion with a lot of doctors in Texas which is where the study of the Vitamin D. Once the information was gathered, the Mayor ordered the Vitamin D regiment for the seniors. **Councilperson:** Stop right there. There was \$2,000 worth of communication? Osborne was \$300, I guess that was a call? **Thompson:** Yes. **Councilperson:** The \$2,400 was buying the vitamins? **Thompson:** It was a two step process. The Mayor had to buy two sets of vitamins. One was \$2,400 and the larger one was \$11,000. **Councilperson:** How many people participated in that? **Thompson:** I have to get the numbers from Dee. It started out a little slow but then started to ramp up to a certain amount of seniors. I will have to get the information but there was participation in advertisement. **President:** Was these pills or shots? **Thompson:** These were pills. It was in conjunction with University Hospitals, and they would test your level of Vitamin D and let you know if you were deficient or not. That was part of the process at the community center. **Councilperson:** So the costs were primarily for just the Vitamin D. **Thompson:** Yes. **Councilperson:** And they had to come to us? There was no transportation involved for us getting it to them. **Thompson:** They could call and get transportation from Willie or a senior van to get to the community center.

**Councilperson:** This is not part of the costs? **Thompson:** No. The senior center program was just our costs to the Village. This was just hard costs for the actual pills. The \$300 for the consultation. **Councilperson:** You tracked what it costs us. How did you track the expenditure? Are there any pills left? **Thompson:** Yes. We have pills in storage waiting for any participant to use them. **Councilperson:** What are we going to do with those pills? Do we have a lot of pills? **Thompson:** Yes. Quite a bit of pills. **President:** Any idea on expiration dates? **Thompson:** There are expiration dates quite a few years out. **Councilperson:** Can we get an exact number on participants? How many left and expiration date? **Councilperson:** For the record, Mr. Callender is here (\*marked arrived late). **Councilperson:** And they are being stored where? **Thompson:** We have them in finance. **Councilperson:** One more thing, was there a mass notification? **Thompson:** Yes. In everyone's box and newsletter. We did a virus upgrade to the fire department and put some cellphone boosters because they were not getting any service in the back. The server was discussed earlier.

**Councilperson:** Where was the camera installed? **Thompson:** This in conjunction with the police department. I will have to ask the police chief. I think this was an upgrade to HD resolution to cameras in the hallway and outside, but I will confirm with police chief. **Councilperson:** I know you didn't make the calls to the powers that be every time you spent money. **Thompson:** Not every time. But it was definitely in conjunction with the Vitamin D program and the meditation garden because they were significant amounts. **Councilperson:** Okay. **Thompson:** So, the total spent was \$189,000; \$58,000 left. So, this was the full detail. Sorry it took a lot of research, and you may not have needed all these vendor numbers. I wanted to put it together thoroughly. This was being continually reported in your financials. You may not have had it in summary form, but you could have seen it every month. **Councilperson:** Is there a proposed use for the \$58,000? **Thompson:** Not at this time. My goal is geared towards the current purchases we are dealing with; police radios, fire radios and expand on those upcoming purchases. **Councilperson:** How much did we apply for? **President:** COVID. **Thompson:** It wasn't that we applied. There was a formula based on population as to how much. So, we received \$247,000 and we are projected to receive another \$115,000. **Councilperson:** And that will be the end of it? **Thompson:** I was reading some literature there is potentially 2 more years, but we know the \$115,000 for sure.

**Councilperson:** Do we know when to expect that? **Thompson:** Figure before the end of this year. **Councilperson:** Is there a proposed use for that? **Thompson:** No. **Councilperson:** Are we trying to alleviate our budget by paying for things that we would normally pay for to alleviate the budget or are we looking for additional things to do with this money above and beyond we usually do. **Thompson:** I wouldn't say alleviate the budget, but the money did come with some guidelines where you could use the funds. **Councilperson:** We can't say we got all this money and now we can spend it on whatever. **Councilperson:** However, for fire, some of the things we already paid for are within those guidelines. Are we looking to use those funds towards that or are we looking create additional expenses? **Thompson:** No. Some of our discussions now are looking to alleviate the lease line that we are proposing. Since we had this significant amount, we are looking to make these purchases on radios and equipment at this point. **Councilperson:** So, this \$58,000 and \$115,000 could possibly be used toward that? **Thompson:** Yes. **Councilperson:** Are you saying that you will likely use these funds for a line of credit toward these purchases or it's possible for other things? **Thompson:** It is my projection. I know we were to borrow \$800,000 so I think it would be better served to use toward the equipment purchases, lower the amount of the lease line that we will use and the remaining payments is what is left. So, we got the \$800,000, use the \$158,000, we use the balance of the lease line since we have the cash from the CARES Act to pay for the equipment.

**Councilperson:** IF that changes, can you let us know? **Thompson:** Yes. So that is the fully summary update on the COVID. I did provide everybody with the 5-year projected purchases for each department. The police department came in. They are continually buying and replenishing their cars and repairing them due to the heavy usage. They anticipate 2 per year which is approximately \$76,000 yearly and he would like to buy a in the next couple of years, a virtual training system. As you may recall, he does have one now but would like to enhance that system. Chief can elaborate further but he just provided me with the potential costs and what it would go for. **Councilperson:** This yearly for the Chevy Tahoes we are replacing vehicles? **Thompson:** He (chief) would like to turnover his Explorer and go all Tahoes. **President:** We get our vehicles from the State purposing. I think Statewide police cuts a deal with the manufacturer. State purchasing sets the contract, and they make it available for municipal law enforcement throughout. **Thompson:** Fire and big equipment as well is through the state purchasing process. **Councilperson:** But it is not a requirement to change these vehicles. We would just like to get into a larger vehicle for the police. **Thompson:** Yes, based on the needs that the police may have. **President:** A lot of our vehicles are SUVs. We maybe have 2 cars. **Thompson:** We moved from the Chargers to the Explorers and a lot of the police forces are moving to Tahoes. Service department gave a projection by the year what they anticipate they may need with the estimated costs. Any questions? The fire department when talking with the Chief and Assistance Chief the only thing they may need in the next 5 years is approximately 8 more air packs which are \$7500 apiece. **Councilperson:** SO, the trucks are good? He is not looking at anything with them? **Thompson:** The only smaller costs that he can add to his budget and that is the replacement of hoses which would be \$3,000-\$5,000 to cover those. **Councilperson:** The only SUV they have, are we looking to change that already?

**Thompson:** He ended up replacing two Explorers for his inspectors to go through all 3 villages and he wanted to get a Tahoe similar to the police chief, but he retired that. The Assistant Chief will have that vehicle. **Councilperson:** A SUV is not projected in the next 5 years? **Thompson:** Correct. **Councilperson:** How many firemen do we have right now? **Thompson:** I think we are allowed to have 66 by charter but he is low. He is constantly losing and trying to get new firefighters in now. Same as the police chief, it is hard to get new recruits in.

One of the last exhibits I wanted to show up the numbers with the banks in terms of total cost amount per department. I went in and relayed one of the estimated payments. The police had \$172,000 with new Tahoes, radios. We figured about a 5-year span based on the life of the cars and the radios. On the fire and service, their equipment is a little more useful, so it is scaled to a 6-year term because of the equipment and the dollar amount is going up; about \$160,000 a year. The funds that we charge for police and service, will be out of the Capital Lease Fund. Fire comes out the 217 where he has the built-in revenue for the fire contract. Right now, the contracts are at about \$850,000 for fire. We collect \$260,000 for EMS revenue (\$1.1 million total) and we have built in every year that the contracts go up by 2%. Then we will be in arrears meaning that we won't start initiating these payments until next year. The way we get dollars into the 401, we are scheduling transfers every year when we go through the budget process. When we go through the projections for 2022, we will be scaling in the dollars in the general fund to be transferred for payment of the loans. Looking at some of the schedules, we do have a lease that is getting ready to expire which is servicing about \$110,000 a year. **Councilperson:**

Which lease is that? **Thompson:** It is a lease where we outfitted the fire department for the carcinogenic emissions from idling vehicles. **Councilperson:** In 2022 or 23, we start making the payment for the (muffled). **Thompson:** We will start making the payments in August, 2022. **Councilperson:** Do we establish an ordinance before you open a line of credit? Do we have something on the books for that? **Thompson:** No, we don't have an established ordinance, but I do go through a rigorous process with the banks to make us credit worthy. I don't have the actual Code, but a lot of governments allow for a finance director to go through these bank processes. The only other thing that authorizes the dollar amount on a lease (not a note because they are different), is your authorization to scale in the appropriations for us to make the payments. That is all you need for a lease process for repayments. **Councilperson:** In regard to the line of credit, because it is for a lease, you can establish a line of credit and you would not need an ordinance in order to seek that line of credit. **Thompson:** Right, I can solicit the banks but I can't make the expenditures until the council approves the legislations. **Councilperson:** So, when you open that line of credit, you are entering into a contract? **Thompson:** Not until I sign the documents. I am soliciting for proposals then once it is approved by council, then that is when I sign.

**Councilperson:** Who is this bank? **Thompson:** First National Bank. **Councilperson:** When you got through the rigorous process to verify we are credit worthy. Did I hear that correctly? **Thompson:** Yes. **Councilperson:** And you do that based on the Ohio Revised Code as the Finance Director under whose direction? How does that start?

**Thompson:** A lot of budget discussions with the department heads, they let me know when equipment is going bad, the initial conversation starts there and I go to the bank and my relationship with the bank, I get the proposal for the amount we are seeking. Then they come back with the proposal. Once that proposal is received, then I go to get Council's approval after discussions to accept the lease line and make the expenditures for the equipment purchases.

**Councilperson:** Does this rigorous process affect our credit worthiness? **President:** It doesn't work like individual credit shopping for home mortgages for example. It is understood that there is shopping for the best price.

**Councilperson:** That makes sense. Thank you. **Councilperson:** Now I am going in a different direction. Because we drilled down on our directors since you were not here, and after the meeting I thought was unfair. They were working under your direction. Some of us on Council felt blindsided by the process when seeing the significant amount being requested after we just completed the budget cycle and not being in the loop. The directors were in the loop, but we were not that this was coming down the pike. We are going to do budgets; we are going to approve and then we are immediately going to have a significant request for—that was a blindside, and it shouldn't have happened like that.

**Thompson:** It wasn't really a blindside. We went through the budget process and these things came after the fact in terms of the equipment. **Councilperson:** Not the way the directors explained it. It was a conversation all along and you just explained it. As Council needing to approve a significant line of credit, we need to be kept in a better loop of how things are progressing when it comes to significant sums like this. **Thompson:** Yes. This is a good start tonight on the 5-year projection exhibit. We show the steps on what we may need in the future and as we move to 2022, we will take it more mindful. **Councilperson:** I voted no. Had I had all this beforehand, I would not have voted no. I can't in good conscience vote yes on something that impacts our community like that without these documents. **Thompson:** Point well taken.



Motion to adjourn made by Rogers seconded by Hardin  
NO roll taken

Adopted \_\_\_\_\_

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

\_\_\_\_\_  
Johnnie Warren, Council President

VILLAGE OF OAKWOOD  
COUNCIL SPECIAL MEETING MINUTES  
July 26, 2021

ATTENDED

Johnnie A Warren III, Council President \*

Elaine Gaither-Council-at-large\*

Chris Callender – Ward 1

Eloise Hardin – Ward 2

Patricia Rogers-Ward 4

ABSENT

Megan Sanders-Ward 3

Candace Williams-Ward 5

Jim Climber-Law Director

Gary V Gottschalk, Mayor

Meeting opened at 7:10pm by Warren

Attendance taken

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

1<sup>st</sup> Reading

**Hardin** inquired about other members of Council possibly meeting the candidate.

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

1<sup>st</sup> Reading

MOTION TO ADJOURN made by Rogers; Seconded by Gaither

VOTED YES: Warren, Callender, Gaither, Hardin, Rogers

Adjourned: 7:25pm

Adopted \_\_\_\_\_

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

\_\_\_\_\_  
Johnnie Warren, Council President

**VILLAGE OF OAKWOOD  
COUNCIL SPECIAL MEETING  
MINUTES  
July 28, 2021**

**ATTENDED**

Johnnie A. Warren III - Council President	Gary V. Gottschalk - Mayor
Elaine Gaither – Council-at-Large	Amily A. Imbrogno - Law
Chris Callender – Ward 1	
Eloise Hardin – Ward 2	
Patricia Rogers – Ward 4	
ABSENT: Melanie Sanders – Ward 3 Candace Williams – Ward 5	

Meeting opened by Warren at 6:02p  
Attendance taken.

*Legislation*

Ord 2021-47

Second Reading

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

Res 2021-48

Second Reading

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

Ord 2021-49

First Reading

AN ORDINANCE APPOINTING DIONNA HAMMETT AS INTERIM CLERK OF COUNCIL AND DECLARING AN EMERGENCY

Motion to adjourn made by Rogers seconded by Gaither

VOTE: YES – Warren, Gaither, Hardin, Rogers

Motion Passed.

Adjourned 6:05p

Approved \_\_\_\_\_

\_\_\_\_\_  
Johnnie Warren, Council President

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

VILLAGE OF OAKWOOD  
COUNCIL SPECIAL MEETING MINUTES  
July 29, 2021

ATTENDED

Johnnie A Warren III, Council President \*

Jim Climber-Law Director

Elaine Gaither-Council-at-large\*

Chris Callender – Ward 1

Eloise Hardin – Ward 2

Patricia Rogers-Ward 4

ABSENT

Gary V Gottschalk, Mayor

Megan Sanders-Ward 3

Candace Williams-Ward 5

Meeting opened at 6:02pm by Warren

Attendance taken

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

3<sup>rd</sup> Reading

**Motion to adopt: Gaither; Seconded by Callender**

**VOTE Yes: Warren, Gaither, Callender, Hardin, Rogers**

**Motion Passed**

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

3<sup>rd</sup> Reading

**Motion to adopt: Rogers; Seconded by Gaither**

**VOTE Yes: Warren, Gaither, Callender, Hardin, Rogers**

**Motion Passed**

2021-49            AN ORDINANCE APPOINTING DIONNA HAMMETT AS INTERIM CLERK OF COUNCIL AND DECLARING AN EMERGENCY

2<sup>nd</sup> Reading

MOTION TO ADJOURN made by Rogers; Seconded by Gaither

VOTED YES: Warren, Callender, Gaither, Hardin, Rogers

Adjourned: 7:25pm

Adopted \_\_\_\_\_

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Dionna Hammett, Interim Clerk of Council

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Johnnie Warren, Council President

VILLAGE OF OAKWOOD  
COUNCIL SPECIAL MEETING MINUTES  
July 30, 2021

ATTENDED

Johnnie A Warren III, Council President \*

Jim Climber-Law Director

Elaine Gaither-Council-at-large\*

Chris Callender – Ward 1

Patricia Rogers-Ward 4

ABSENT

Gary V Gottschalk, Mayor

Eloise Hardin-Ward 2

Megan Sanders-Ward 3

Candace Williams- Ward 5

Meeting opened at 6:02pm by Warren

Attendance taken

2021-49        AN ORDINANCE APPPOINTING DIONNA HAMMETT AS INTERIM CLERK OF COUNCIL AND  
DECLARING AN EMERGENCY

3rd Reading

**Motion to adopt made by Gaither; Seconded by Rogers**

**VOTED Yes: Warren, Gaither, Callender, Rogers**

**Motion Passed**

MOTION TO ADJOURN made by Gaither; Seconded by Rogers

VOTED YES: Warren, Callender, Gaither, Rogers

Adjourned: 6:10pm

Adopted \_\_\_\_\_

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

\_\_\_\_\_  
Johnnie Warren, Council President

VILLAGE OF OAKWOOD  
COUNCIL SPECIAL MEETING MINUTES  
August 9, 2021

ATTENDED

Johnnie Warren, III-Council President\*

Elaine Gaither-Council-at-Large\*

Chris Callender-Ward 1

Eloise Hardin-Ward 2

Patricia Rogers-Ward 5

ABSENT

Megan Sanders-Ward 3

Candace Williams-Ward 5

Amily Imbrogno-Attorney

Gary V Gottschalk, Mayor

Meeting opened at 6:02pm by Warren

2021-50        AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY  
REINVESTMENT AREA AGREEMENT WITH OAKWOOD CENTER, LLC AND DECLARING AN  
EMERGENCY

1<sup>st</sup> Reading

**Hardin:** For the record Mr. President, to ask the mayor to go on record as to why we are doing this again please.

**Mayor:** Very simply again, their Attorney felt there had to be a slight tweak for them to be very comfortable to begin the ground operations. **Hardin:** When say a “tweak”, we have the law director here. So, the law director looked at and talked to their lawyers. **Mayor:** Nothing was needed to be changed regarding the console decision that will be something.

**Hardin:** Can I say what I was told so I can vote? I was told the only reason we were here was the McBee powers that be wanted instead of the legal language we had to be more specific and use the name McBee. **Mayor:** Yeah. There is nothing regarding anything that you had voted on that would be changed in any way regarding the basic. **Hardin:** It is just to be more specific with the name McBee. **Mayor:** Yes. **Hardin:** Okay, I am comfortable with that. Thank you.

**Warren:** Okay well, we don’t have enough to suspend so I submit first reading completed.

2021-51        AN EMERGENCY ORDINANCE AUTHORIZING ACCEPTANCE OF THE RECOMMENDATION  
TO APPROVE THE ONEOHIO OPIOD SETTLEMENT AND ENTER INTO THE PARTICIPATION  
AGREEMENT WITH OPIOID DISTRIBUTORS AMERISOURCEBERGEN, MCKESSON AND  
CARDINAL HEALTH.

1<sup>st</sup> Reading

**Warren:** That is the one for us participating in the national lawsuit for the opioids. **Hardin:** Who is going to determine how much we get and over what period of time? **Warren:** It is a formula that they use but we are only speculating that we are getting between \$20,000 and \$30,000. But we do not have a specific lump sum amount. **Hardin:** Over a period of how long? 18 years? **Mayor:** It’s going to be a lump sum. **Hardin:** We should know by when? **Warren:** We don’t really know. **Hardin:** This is to allow us to receive it? **Warren:** Yes. **Mayor:** But it has to be done by the 13<sup>th</sup> that is the reason. We only got notice of it last week. **Hardin:** Thank you. Makes sense. **Warren:** We have special meeting scheduled for tomorrow at 6 plus we do not have enough to suspend the rules. We have to get this opioid thing passed by the 13<sup>th</sup> and today is the 9<sup>th</sup>. We have two meetings; one behind the other. May I get a motion to adjourn?

MOTION TO ADJOURN made by Gaither; Seconded by Rogers  
VOTED YES: Warren, Callender, Gaither, Hardin, Rogers  
Adjourned: 6:10pm

Adopted \_\_\_\_\_

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

\_\_\_\_\_  
Johnnie Warren, Council President

VILLAGE OF OAKWOOD  
COUNCIL SPECIAL MEETING MINUTES  
August 10, 2021

ATTENDED

Elaine Gaither-Council-at-Large\*

Chris Callender-Ward 1

Eloise Hardin – Ward 2

Patricia Rogers-Ward 4

ABSENT

Johnnie Warren, III-Council President

Megan Sanders-Ward 3

Candace Williams-Ward 5

Amily Imbrogno-Attorney

Gary V Gottschalk, Mayor

Meeting opened at 6:02pm by Gaither

2021-50        AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY  
REINVESTMENT AREA AGREEMENT WITH OAKWOOD CENTER, LLC AND DECLARING AN  
EMERGENCY.

2<sup>nd</sup> Reading

**Motion to suspend: Made by Hardin; Seconded by Gaither**

**Vote YES: Gaither, Callender, Hardin, Rogers**

2021-51        AN EMERGENCY ORDINANCE AUTHORIZING ACCEPTANCE OF THE RECOMMENDATION  
TO APPROVE THE ONEOHIO OPIOD SETTLEMENT AND ENTER INTO THE PARTICIPATION  
AGREEMENT WITH OPIOID DISTRIBUTORS AMERISOURCEBERGEN, MCKESSON AND  
CARDINAL HEALTH

2<sup>nd</sup> Reading

**Motion to suspend: Made by Gaither; Seconded by Hardin**

**Vote YES: Gaither, Callender, Hardin, Rogers**

MOTION TO ADJOURN made by Rogers; Seconded by Imbrogno

VOTED YES: Callender, Gaither, Hardin, Rogers

Adjourned: 6:05pm

Adopted \_\_\_\_\_

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

\_\_\_\_\_  
Johnnie Warren, Council President



VILLAGE OF OAKWOOD  
COUNCIL SPECIAL MEETING MINUTES  
August 11, 2021

ATTENDED

Johnnie A Warren III, Council President \* Arrived Late      Aimily Imbrogno-Attorney  
Elaine Gaither-Council-at-large\*      Gary V Gottschalk, Mayor  
Chris Callender – Ward 1  
Eloise Hardin – Ward 2  
Patricia Rogers-Ward 4

ABSENT

Megan Sanders-Ward 3  
Candace Williams-Ward 5

Meeting opened at 6:04pm by Gaither

2021-50      AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY  
REINVESTMENT AREA AGREEMENT WITH OAKWOOD CENTER, LLC AND DECLARING AN  
EMERGENCY.

3<sup>RD</sup> Reading

**Motion to adopt: Made by Hardin; Seconded by Gaither**

**Vote YES: Warren, Gaither, Callender, Hardin, Rogers**

**Motion Passed**

2021-51      AN EMERGENCY ORDINANCE AUTHORIZING ACCEPTANCE OF THE RECOMMENDATION  
TO APPROVE THE ONEOHIO OPIOID SETTLEMENT AND ENTER INTO THE PARTICIPATION  
AGREEMENT WITH OPIOID DISTRIBUTORS AMERISOURCEBERGEN, MCKESSON AND  
CARDINAL HEALTH

3<sup>RD</sup> Reading

**Motion to adopt: Made by Rogers; Seconded by Gaither**

**Vote YES: Warren, Gaither, Callender, Hardin, Rogers**

**Motion Passed**

MOTION TO ADJOURN made by Hardin; Seconded by Gaither

VOTED YES: Warren, Callender, Gaither, Hardin, Rogers

Adjourned: 6:08pm

Adopted \_\_\_\_\_

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Dionna Hammett, Interim Clerk of Council

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Johnnie Warren, Council President

ORDINANCE NO. 2021- 52

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

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

**WHEREAS**, the Village of Oakwood deems it advantageous to enter into a contact for building inspection services for twelve (12) months which shall automatically renew for twelve (12) month terms absent notice to the contrary; and,

**WHEREAS**, Oakwood has agreed in principle to the terms of said extension as set forth in the document attached hereto and incorporated herein by reference and marked Exhibit "A";

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

**SECTION 1.** The Mayor be and is hereby authorized to enter into an agreement for building inspections services with SAFEuilt Ohio, LLC, a copy which is attached hereto and expressly made a part hereof by reference and marked Exhibit "A".

**SECTION 2.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the continuation of uninterrupted building inspection services is of paramount importance to the citizens of Oakwood, therefore, provided it receives two-thirds ( $\frac{2}{3}$ ) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

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

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

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

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

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

I, Dionna Hammett Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2021 - 52 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

### **POSTING CERTIFICATE**

I, Dionna Hammett, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2021 - 52 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers in the locations and manner provided in the Village Charter.

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

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



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

This Professional Services Agreement ("Agreement") is made and entered into by and between Village of Oakwood, Ohio, ("Municipality") and SAFEbuilt Ohio, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

**RECITALS**

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

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

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

**1. SCOPE OF SERVICES**

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

**2. CHANGES TO SCOPE OF SERVICES**

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

**3. FEE STRUCTURE**

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

**4. INVOICE & PAYMENT STRUCTURE**

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

wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

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

**11. ASSIGNMENT**

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted and Municipality consents to same, which consent shall not be unreasonably withheld. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

**12. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this

employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.

- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

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

16. OWNERSHIP OF DOCUMENTS

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

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download

such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

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

If to Municipality:	If to Consultant:
Dan Marinucci, Building Official Village of Oakwood 24800 Broadway Avenue Oakwood Village, Ohio 44146 Email: <a href="mailto:dmarinucci@oakwoodvillageoh.com">dmarinucci@oakwoodvillageoh.com</a>	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: <a href="mailto:jderosa@safebuilt.com">jderosa@safebuilt.com</a>

24. FORCE MAJEURE

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

25. DISPUTE RESOLUTION

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

26. ATTORNEY'S FEES

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

27. AUTHORITY TO EXECUTE

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

28. GOVERNING LAW AND VENUE

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

29. COUNTERPARTS

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

## EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

### 1. LIST OF SERVICES

#### Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

#### Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

### 2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents

### 3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables	
<b>INSPECTION SERVICES</b>	Perform inspections received from the Municipality prior to 4:00 pm next business day

### 4. FEE SCHEDULE

- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none"><li>• Building, Mechanical, Plumbing, Electrical</li></ul>	\$81.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	



RESOLUTION NO. 2021- 53

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY RESOLUTION ADOPTING THE  
ALTERNATE FORMAT TAX BUDGET FOR THE YEAR  
2022**

Introduced by	_____
Motioned by	_____
Seconded by	_____
1st Reading	_____
2nd Reading	_____
Third Reading	_____
Under suspension	_____

**WHEREAS**, a Budget for the Village of Oakwood has been duly prepared as provided by the Village Charter and the laws of the State of Ohio; and

**WHEREAS**, this Council finds said Budget to be proper and the same should be approved and adopted; and

**WHEREAS**, Ohio law now permits the Tax Budget to be submitted to the County Budget Commission in an alternate format:

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

**SECTION 1.** The alternate format for the Tax Budget of the Village of Oakwood for the fiscal year beginning January 1, 2022, heretofore prepared by the Mayor and submitted to this Council, be and the same is hereby approved and adopted.

**SECTION 2.** The Director of Finance be and is hereby authorized and directed to file two copies of said alternate format Tax Budget along with a certified copy of this Resolution, as required by law, with the Budget Commission of Cuyahoga County through the office of the Auditor of Cuyahoga County.

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

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

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

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

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

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

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

I, Dionna Hammett, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2021-53 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of  
Council

#### **POSTING CERTIFICATE**

I, Dionna Hammett, Interiom Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2021-53 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.

\_\_\_\_\_  
Christine Morgan, Clerk of Council

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

**AMENDED ORDINANCE NO. 2021 – 54**

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 "I" 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 "I".

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

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

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

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

Presented to the

Mayor \_\_\_\_\_

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

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

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2021 - 54 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Christine Morgan, Clerk of Council

#### **POSTING CERTIFICATE**

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2021 - 54 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.

\_\_\_\_\_  
Christine Morgan, 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 2,500-3,000 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 2,500-3,000 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:** Ronnie Sears  
15310 Judson Dr.  
Cleveland, OH 44128  
sears@kingnut.com

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

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

**PURCHASER**

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DATE

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Ronnie Sears

## **ORDINANCE NO. 2021-55**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,975,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF (i) IMPROVING STREETS AND ROADS IN THE VILLAGE BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, CURBING, PAVING, CONSTRUCTING STORM SEWERS AND RELATED FACILITIES AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, (ii) ACQUIRING, REMODELING, RENOVATING, FURNISHING AND EQUIPPING A BUILDING TO HOUSE VILLAGE SERVICE DEPARTMENT FUNCTIONS AND IMPROVING ITS SITE, (iii) ACQUIRING MOTOR VEHICLES FOR USE BY THE VILLAGE'S POLICE DEPARTMENT, (iv) REMODELING, RENOVATING, INSTALLING LIGHTING AND OTHERWISE IMPROVING THE VILLAGE'S COMMUNITY CENTER, (v) ACQUIRING REAL ESTATE FOR VILLAGE PURPOSES, (vi) ACQUIRING SOLID WASTE AND RECYCLING CONTAINERS FOR USE IN REFUSE COLLECTION AND (vii) RESURFACING FORBES ROAD FROM NORTHFIELD ROAD TO BROADWAY AVENUE IN ACCORDANCE WITH PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.**

**WHEREAS**, pursuant to Ordinance Nos. 2009-40, 2009-41, 2009-42, 2009-43, 2009-44, 2009-45 and 2009-46, each passed on September 8, 2009, there were issued \$3,839,000 Various Purpose Notes, Series 2009 (the Series 2009 Notes), in anticipation of bonds of which \$481,500 was for the purpose stated in clause (i) of Section 1 and \$343,500 for the purpose stated in clause (ii) of Section 1, which Series 2009 Notes matured on October 7, 2010; and

**WHEREAS**, pursuant to Ordinance Nos. 2010-42, 2010-43, 2010-44, 2010-45, 2010-46, 2010-47, 2010-48, 2010-49 and 2010-50, each passed on September 14, 2010, there were issued \$4,845,000 Various Purpose Notes, Series 2010 (the Series 2010 Notes), in anticipation of bonds of which \$1,441,000 was for the purpose stated in clause (i) of Section 1 and \$350,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2009 Notes, which Series 2010 Notes matured on October 6, 2011; and

**WHEREAS**, pursuant to Ordinance Nos. 2011-34, 2011-35, 2011-36, 2011-37, 2011-38, 2011-39, 2011-40 and 2011-42, each passed on August 23, 2011, and Ordinance Nos. 2011-41 and 2011-45, each passed on September 13, 2011, there were issued \$5,345,000 Various Purpose Notes, Series 2011 (the Series 2011 Notes), in anticipation of bonds of which \$1,971,000 was for the purpose stated in clause (i) of Section 1 and \$350,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2010 Notes, which Series 2011 Notes matured on October 4, 2012; and

**WHEREAS**, pursuant to Ordinance Nos. 2012-63, 2012-64, 2012-65, 2012-66, 2012-67, 2012-68 and 2012-69, each passed on September 25, 2012, there were issued \$2,809,500 Various Purpose Notes, Series 2012-2 (the Series 2012-2 Notes), in anticipation of bonds of which \$1,971,000 was for the purpose stated in clause (i) of Section 1 and \$350,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2011 Notes, which Series 2012-2 Notes matured on October 2, 2013; and

**WHEREAS**, pursuant to Ordinance Nos. 2013-33, 2013-34, 2013-35, 2013-36, 2013-37, 2013-38 and 2013-39, each passed on September 10, 2013, there were issued \$2,766,500 Various Purpose Notes, Series 2013 (the Series 2013 Notes), in anticipation of bonds of which \$1,971,000 was for the purpose stated in clause (i) of Section 1 and \$350,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2012-2 Notes, which Series 2013 Notes matured on September 30, 2014; and

**WHEREAS**, pursuant to Ordinance Nos. 2014-43, 2014-44, 2014-45, 2014-46, 2014-47, 2014-48 and 2014-49, each passed on September 9, 2014, there were issued \$2,686,500 Various Purpose Notes, Series 2014 (the Series 2014 Notes), in anticipation of bonds of which \$1,951,000 was for the purpose stated in clause (i) of Section 1 and \$340,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2013 Notes, which Series 2014 Notes matured on September 24, 2015; and

**WHEREAS**, pursuant to Ordinance Nos. 2015-44 and 2015-45, each passed on August 25, 2015, there were issued \$2,621,500 Various Purpose Notes, Series 2015 (the Series 2015 Notes), in anticipation of bonds of which \$1,916,000 was for the purpose stated in clause (i) of Section 1, \$325,500 for the purpose stated in clause (ii) and \$55,000 was for the purpose stated in clause (iii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2015 Notes, which Series 2015 Notes matured on September 22, 2016; and

**WHEREAS**, pursuant to Ordinance No. 2016-46, passed on September 14, 2016, there were issued \$2,491,500 Various Purpose Notes, Series 2016 (the Series 2016 Notes), in anticipation of bonds of which \$1,871,000 was for the purpose stated in clause (i) of Section 1, \$310,500 for the purpose stated in clause (ii) and \$55,000 was for the purpose stated in clause (iii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2015 Notes, which Series 2016 Notes matured on September 21, 2017; and

**WHEREAS**, pursuant to Ordinance No. 2017-31, passed on August 22, 2017, there were issued \$2,346,500 Various Purpose Notes, Series 2017 (the Series 2017 Notes), in anticipation of bonds of which \$1,831,000 was for the purpose stated in clause (i) of Section 1, \$295,500 for the purpose stated in clause (ii) and \$55,000 was for the purpose stated in clause (iii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2016 Notes, which Series 2017 Notes matured on September 20, 2018; and

**WHEREAS**, pursuant to Ordinance No. 2018-44, passed on August 28, 2018, and Ordinance Nos. 2018-49, 2018-50, 2018-51 and 2018-52, each passed on September 4, 2018, there were issued \$2,335,000 Various Purpose Notes, Series 2018 (the Series 2018 Notes), in anticipation of bonds of which \$1,861,000 was for the purpose stated in clause (i) of Section 1, \$280,000 for the purpose stated in clause (ii), \$55,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v) and \$30,000 was for the purpose stated

in clause (vi) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2017 Notes, which Series 2018 Notes matured on September 19, 2019; and

**WHEREAS**, pursuant to Ordinance No. 2019-53, passed on August 27, 2019, there were issued \$2,200,000 Various Purpose Notes, Series 2019 (the Series 2019 Notes), in anticipation of bonds of which \$1,725,000 was for the purpose stated in clause (i) of Section 1, \$265,000 for the purpose stated in clause (ii), \$55,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v) and \$30,000 was for the purpose stated in clause (vi) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2018 Notes, which Series 2019 Notes matured on September 17, 2020; and

**WHEREAS**, pursuant to Ordinance No. 2020-69, passed on August 25, 2020, and Ordinance No. 2020-73, passed on August 27, 2020, there were issued \$2,130,000 Various Purpose Notes, Series 2020 (the Outstanding Notes), in anticipation of bonds of which \$1,655,000 was for the purpose stated in clause (i) of Section 1, \$250,000 for the purpose stated in clause (ii), \$45,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v), \$30,000 was for the purpose stated in clause (vi) and \$50,000 was for the purpose stated in clause (vii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2019 Notes, which Outstanding Notes mature on September 16, 2021; and

**WHEREAS**, this Council finds and determines that the Village should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the Village; and

**WHEREAS**, the Director of Finance, as fiscal officer of the Village, has certified to this Council that the estimated life or period of usefulness of the improvements described in Section 1 is at least five years, the estimated maximum maturity of \$335,000 of the Bonds described in clause (i) of Section 1 is 12 years, \$775,000 of the Bonds described in clause (i) of Section 1 is 13 years, \$420,000 of the Bonds described in clause (i) of Section 1 is 14 years and \$30,000 of the Bonds described in clause (i) of Section 1 is 15 years, the Bonds described in clause (ii) of Section 1 is 17 years, the Bonds described in clause (iii) of Section 1 is three years, the Bonds described in clause (iv) of Section 1 is 20 years, the Bonds described in clause (v) of Section 1 is 30 years, the Bonds described in clause (vi) of Section 1 is five years and the Bonds described in clause (vii) of Section 1 is 15 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of \$335,000 of the Bonds described in clause (i) of Section 1 and the Bonds described in clause (ii) of Section 1 is October 7, 2029, in anticipation of \$775,000 of the Bonds described in clause (i) of Section 1 is October 6, 2030, in anticipation of \$420,000 of the Bonds described in clause (i) of Section 1 is October 5, 2031, in anticipation of the Bonds described in clause (iii) of Section 1 is September 23, 2025, in anticipation of the \$30,000 of the Bonds described in clause (i) and the Bonds described in clauses (iv) and (v) of Section 1 is September 19, 2038, in anticipation of the Bonds described in clause (vi) of Section 1 is September 19, 2028, and in anticipation of the Bonds described in clause (vii) of Section 1 is September 16, 2040;

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

**Section 1.** Authorized Principal Amount of Anticipated Bonds; Purpose. It is necessary to issue bonds of the Village in the aggregate principal amount of 1,975,000 (the Bonds) for the

purpose of paying costs of (i) improving streets and roads in the Village by reconstructing, resurfacing, grading, draining, curbing, paving, constructing storm sewers and related facilities and making other improvements as designated in the plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (\$1,560,000), (ii) acquiring, remodeling, renovating, furnishing and equipping a building to house Village Service Department functions and improving its site (\$225,000), (iii) acquiring motor vehicles for use by the Village's Police Department, together with the necessary appurtenances thereto (\$35,000), (iv) remodeling, renovating, installing lighting and otherwise improving the Village's Community Center (\$40,000), (v) acquiring real estate for Village purposes (\$35,000), (vi) acquiring solid waste and recycling containers for use in refuse collection (\$30,000) and (vii) resurfacing Forbes Road from Northfield Road to Broadway Avenue in accordance with plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (\$50,000).

**Section 2. Estimated Bond Terms.** The Bonds shall be dated approximately September 1, 2022, shall bear interest at the now estimated rate of 4.25% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 13 annual principal installments on August 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be February 1, 2023, and the first principal payment of the Bonds is estimated to be August 1, 2024.

**Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate.** It is necessary to issue and this Council determines that notes in the aggregate principal amount of \$1,975,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the Village, the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 5% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

**Section 4. Payment of Debt Charges; Paying Agent; Prepayment.** The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the Village's paying agent, at the designated corporate trust office of U.S. Bank National Association or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance, after determining that the payment at that bank or trust company will not endanger the funds or securities of the Village and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the Village on or after a date to be determined by the Director of Finance in the Certificate of Award as provided in this Ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The Village's right of prepayment

shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date, and upon the request of the Director of Finance, the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

**Section 5. Execution of Notes; Book Entry System.** The Notes shall be signed by the Mayor and the Director of Finance, in the name of the Village and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the Village and payable only to a Depository or its nominee, with such Notes deposited and maintained in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the Village is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and deposited and maintained in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Village.



If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of Village action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the Village.

**Section 6. Award and Sale of the Notes.**

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other Village officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement, placement agent agreement, term sheet and other commitments, documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the Village, to combine the issue of Notes with one or more other note issues of the Village into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

**Section 7. Application of Note Proceeds.** The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

**Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds.** The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

**Section 9. Provisions for Tax Levy.** During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the Village, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent other funds are available for the payment of debt charges on the Notes and Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of other funds so available and appropriated.

**Section 10. Federal Tax Considerations.** The Village covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The Village further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the Village having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation or treatment of the Notes as "qualified tax-exempt obligations" if such designation or treatment is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the Village with respect to the Notes as the Village is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making

computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the Village, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the Village, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the Village regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

**Section 11. Certification and Delivery of Ordinance.** The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance to the Cuyahoga County Fiscal Officer.

**Section 12. Satisfaction of Conditions for Note Issuance.** This Council determines that all acts and conditions necessary to be done or performed by the Village or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the Village have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the Village are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

**Section 13. Retention of Bond Counsel.** The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the Village in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the Village or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Notes to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

**Section 14. Retention of Municipal Advisor.** The services of MAS Financial Advisory Services LLC, as municipal advisor, be and are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and

sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the Village in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the Village or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Notes to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

**Section 15. Compliance with Open Meeting Requirements.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or of any of its committees, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

**Section 16. Captions and Headings.** The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

**Section 17. Declaration of Emergency; Effective Date.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village, and for the further reason that this Ordinance is required to be immediately effective so that the Notes can be sold and issued at an early date to make their proceeds available to enable the Village to retire the Outstanding Notes and therefor preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Passed: \_\_\_\_\_

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

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of  
Council

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

Approved:

\_\_\_\_\_  
Mayor

### CLERK'S CERTIFICATE

I, Dionna Hammett, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga, Ohio, do hereby certify that the foregoing Ordinance No. 2021-55 was (i) duly and regularly passed by this Council at a meeting held on August 24, 2021, and (ii) duly posted on August \_\_, 2021, and will remain so posted for a period of 15 days thereafter in the Council Chambers and in not less than five of the most public places in the municipality, as determined by the Council of said Village.

Dated: August \_\_, 2021

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Dionna Hammett, Interim Clerk of  
Council

ORDINANCE NO. 2021 – 56

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE CORRECTING ORDINANCE NO. 2021-38 TO PERMIT THE ACQUISITION OF TWO POLICE-CHEVY TAHOE VEHICLES FOR THE POLICE DEPARTMENT THROUGH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PURCHASING PROGRAM AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village of Oakwood passed Ordinance No. 2021-38 on June 22, 2021 authorizing the Mayor to enter into a contract for the lease/purchase of 1 set of Motorola Radios and 2 Chevrolet Tahoe 4WD 1FL Vehicles; and

**WHEREAS**, Ordinance No. 2021-38 permitted the lease/purchase of 1 set of Motorola Radios at \$96,427.95 and 2 Chevrolet Tahoe 4WD 1 FL Vehicles at a cost of \$75,518.00 and authorized the expenditure of an amount not to exceed \$172,245.95 to effectuate the lease purchase of the Motorola Radios and 2 Chevrolet Tahoe 4WD 1FL Vehicles; and

**WHEREAS**, a total of \$76,401.00 is a necessary expenditure for the acquisition of the 2 Chevrolet Tahoe 4WD 1FL Vehicles, and a total of \$172,828.95 is a necessary expenditure for the acquisition of the 1 set of Motorola Radios and 2 Chevrolet Tahoe 4 WD 1 FL Vehicles; and

**WHEREAS**, the invoice for vehicle #38819 was not included in Exhibit A to Ordinance No. 2021-38;

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

**SECTION 1.** Section 1 of Ordinance No. 2021-38, which provided

The Mayor be and he is hereby authorized and directed, upon the approval of the Board of Control, to enter into a contract on behalf of the Village of Oakwood with the designated vendor of the State of Ohio, Department of Administrative Services – State Purchasing, FNB Commercial Leasing, for the lease/purchase of the following upon the terms and conditions set forth in Exhibit A attached hereto and incorporated herein:

<b><u>QUANTITY</u></b>	<b><u>ITEM</u></b>	<b><u>PRICE</u></b>
1 Set	Motorola Radios	\$96,427.95
2	Chevrolet Tahoe 4 WD 1 FL Vehicles	\$75,518.00

is rescinded.

**SECTION 2.** Section 2 of Ordinance No. 2021-38, which provided

Council hereby authorizes the expenditure of an amount not to exceed \$172,245.95 to effectuate the provisions contained in Section 1 hereof. The Director of Finance be and is hereby authorized and directed to issue vouchers in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the Fund No. 401.7799.55092.

is rescinded.

**SECTION 3.** The Mayor be and he is hereby authorized and directed, upon the approval of the Board of Control, to enter into a contract on behalf of the Village of Oakwood with the designated vendor of the State of Ohio, Department of Administrative Services – State Purchasing, FNB Commercial Leasing, for the lease/purchase of the following upon the terms and conditions set forth in Exhibit A attached hereto and incorporated herein:

<b><u>QUANTITY</u></b>	<b><u>ITEM</u></b>	<b><u>PRICE</u></b>
1 Set	Motorola Radios	\$96,427.95
2	Chevrolet Tahoe 4 WD 1 FL Vehicles	\$76,401.00

**SECTION 4.** Council hereby authorizes the expenditure of an amount not to exceed \$172,828.95 to effectuate the provisions contained in Section 1 hereof. The Director of Finance be and is hereby authorized and directed to issue vouchers in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the Fund No. 401.7799.55092.

**SECTION 5.** 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 to provide safe and effective emergency medical services as well as other services to the citizens of the Village, therefore, provided it receives two-thirds (2/3) of the vote of all members of the Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

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

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

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

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

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

I, Dionna Hammett, 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.

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

#### **POSTING CERTIFICATE**

I, Dionna Hammett, 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 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.

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council



**MOTOROLA SOLUTIONS****EXHIBIT A****QUOTE-1241258****Billing Address:**

VLG OF OAKWOOD /  
OAKWOOD POLICE DEPT  
24800 BROADWAY AVE  
WESTLAKE, OH 44146  
US

Quote Date:03/09/2021

Expiration Date:05/29/2020

Quote Created By:

Dale Kurcsak

dkurcsak@bandccomm.com

End Customer:

VLG OF OAKWOOD / OAKWOOD  
POLICE DEPT

Contract: 21336 - OHIO, STATE OF

**Police Radios**

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	RMN5070A	DESKTOP MIC (GCAI)	1	\$172.00	\$129.00	\$129.00
2	0180355A80	SPECTRUM MAGNETIC MNT, MINIUHF	1	\$28.50	\$21.38	\$21.38
3	PMMN4062AL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	29	\$117.70	\$88.28	\$2,560.12
	APX™ 6000 Series	APX6000 LI				
4	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	10	\$4,916.00	\$3,619.73	\$36,197.30
4a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*	10			
4b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	10			
4c	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	10			
4d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	10			
4e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	10			
4f	QA02756AA	ENH: LI 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	10			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	10	\$165.00	\$123.75	\$1,237.50
	APX™ 6500 / Enh Series	ENHANCEDAPX6500/LI				
6	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	1	\$5,811.40	\$4,289.95	\$4,289.95
6a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1			
6b	W665BF	ADD: BASE STATION OP W/PS APX	1			
6c	G91AF	ADD: CNTRL STATION PWR SUPPLY	1			
6d	G996AS	ENH: OVER THE AIR PROVISIONING	1			
6e	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1			
6f	G66BJ	ADD: DASH MOUNT E5 APXM	1			
6g	QA02756AC	ENH: 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	1			
6h	G142AD	ADD: NO SPEAKER APX	1			
6i	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1			
6j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1			
6k	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	1			
6l	GA01767AG	ADD: RADIO AUTHENTICATION	1			
6m	GA01670AA	ADD: APX E5 CONTROL HEAD	1			
6n	W22BA	ADD: STD PALM MICROPHONE APX	1			
6o	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1			
	APX™ 6500 / Enh Series	ENHANCEDAPX6500/LI				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
7	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	11	\$5,804.40	\$4,284.84	\$47,133.24
7a	G628AD	INT: REMOTE MOUNT CABLE 17 FT APX	11			
7b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	11			
7c	G996AS	ENH: OVER THE AIR PROVISIONING	11			
7d	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	11			
7e	QA02756AC	ENH: 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	11			
7f	G67DT	ADD: REMOTE MOUNT E5 APXM	11			
7g	G78AT	ENH: 3 YEAR ESSENTIAL SVC	11			
7h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	11			
7i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	11			
7j	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	11			
7k	GA01767AG	ADD: RADIO AUTHENTICATION	11			
7l	GA01670AA	ADD: APX E5 CONTROL HEAD	11			
7m	W22BA	ADD: STD PALM MICROPHONE APX	11			
7n	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	11			
Product Services						
8	LSV00Q00202A	DEVICE PROGRAMMING	1	\$2,185.71	\$2,185.71	\$2,185.71
9	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NAV/LA- PLUG, ACC USB CHGR	1	\$1,375.00	\$1,031.25	\$1,031.25



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
10	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	15	\$146.00	\$109.50	\$1,642.50

**Grand Total****\$96,427.95(USD)****Notes:**

- \* Additional information is required for one or more items on the quote for an order.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



<b>Purchase Order Checklist</b>	
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>	
<b>PO Number/ Contract Number</b>	
<b>PO Date</b>	
<b>Vendor = Motorola Solutions, Inc.</b>	
<b>Payment (Billing) Terms/ State Contract Number</b>	
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>	
<b>Bill-To Address</b>	
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>	
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>	
<b>PO Amount must be equal to or greater than Order Total</b>	
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>	
<b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>	
<b>Ship To Contact Name &amp; Phone #</b>	
<b>Tax Exemption Status</b>	
<b>Signatures (As required)</b>	

## Motorola Solutions Purchase Order Requirements

The following must appear on the Purchase Order

Reference Ohio State Term Contract Price 573077-0

Vendor: (PO made out to Motorola Solutions, Inc)  
Motorola Solutions, Inc.  
500 W. Monroe Street  
Chicago, IL 60661

Ship To: Your address

Ultimate Destination: Your address

Your Bill To Address

Net 30 day Payment terms

Purchase Order must be signed (if there is a place signature)

Purchase order must have a date

Description of Goods/ Services

Contact name and phone number

email to [dkurcsak@bandccomm.com](mailto:dkurcsak@bandccomm.com)

PURCHASER Oakwood Village

RETAIL BUYERS ORDER

ADDRESS 24800 Broadway Avenue

Invoice

Police Tahoe

CITY Oakwood Village STATE Ohio ZIP 44146

RES. PHONE ( )

BUS. PHONE ( 330 ) 998-3930Ganley Chevrolet of Aurora LLC  
310 West Garfield  
Aurora, OH 44202  
330-562-8585E-MAIL avanness@oakwoodpolice DATE

.org

MOBILE NO. ( )

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED

MOTOR VEHICLE: ☐ NEW ☐ USED ☐ DEMO ☐ RENTAL ☐ FACTORY OFFICIAL

DEAL NO. CUSTOMER NO.

MILEAGE ON PURCHASED VEHICLE: \_\_\_\_\_  
Accurate Unless Marked Not Accurate ☐ NOT ACCURATE

VEHICLE

SOLD: MAKE YEAR MODEL BODY TYPE COLOR TRIM STK. NO. SERIAL NO.

Chevrolet	2021	Tahoe 4WD 1FL	PPV	White	Black Stock		
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TRADE IN RECORD - TRADE 1  
YEAR MAKE MODEL TYPE

VIN #

MILEAGE: (Accurate Unless Marked Not Accurate) ☐ Not Accurate Salvage Vehicle? ☐ Yes

BALANCE OWED \$ (Good Used ) Trade-In Allowance

TRADE IN RECORD - TRADE 2

YEAR MAKE MODEL TYPE

VIN #

MILEAGE: (Accurate Unless Marked Not Accurate) ☐ Not Accurate Salvage Vehicle? ☐ Yes

BALANCE OWED \$ (Good Used ) Trade-In Allowance

REMARKS: State of Ohio Bid RS#900321

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ \_\_\_\_\_ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for \_\_\_\_\_ days from the date of Deposit. ☒

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ \_\_\_\_\_ (known as negative equity). ☒

ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. ☒

PRICE OF VEHICLE #38819 Unit Price	\$	34,167.00
OTHER GOODS & SERVICES #38784 Delivery		25.00
#38822 6J4 Horn&Siren Speaker Wiring		52.00
#38823 9G8 Delete Day Time Lights		48.00
#38906 6N6 INOP R Door Locks&Handles		58.00
#38907 6N5 INOP R Window Switches		54.00
#38912 PC1 Police Pursuit PKG 4WD		3294.00
#5T5 2nd Row Vinyl Seats		0.00
#5Y1 Front Center Seat(20%Delete)		0.00
#38913 6C7 Red&White F Dome Light		162.00
#6J7 Headlamp&Taillamp Flasher		48.00
#7X3 LED Left Hand Spotlight		Included
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		
TRADE-IN ALLOWANCE(S)		( )
TAX BASE		
SALES TAX %		
TITLE FEE		
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE	\$	37,909.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSURES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Own/Delivery Report, Used Vehicle Limited Warranty and Retail Installment Sales Contract. NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement. I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this \_\_\_\_\_ day of \_\_\_\_\_

PURCHASER(S) \_\_\_\_\_

SALESPERSON \_\_\_\_\_

ACCEPTED BY AUTHORIZED AGENT \_\_\_\_\_

PURCHASER Village of Oakwood  
 ADDRESS 24800 Broadway  
 CITY Oakwood STATE Ohio ZIP 44146  
 RES. PHONE ( )  
 BUS. PHONE (216) 410-5299  
 E-MAIL ofdtapp@yahoo.com DATE 6-17-2021  
 MOBILE NO. ( )

# RETAIL BUYERS ORDER

## INVOICE

Ganley Chevrolet of Aurora LLC  
 310 West Garfield  
 Aurora, OH 44202  
 330-562-8585

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED  
 MOTOR VEHICLE: ☐ NEW ☐ USED ☐ DEMO ☐ RENTAL ☐ FACTORY OFFICIAL

DEAL NO. CUSTOMER NO.

MILEAGE ON PURCHASED VEHICLE:                       
 Accurate Unless Marked Not Accurate ☐ NOT ACCURATE

VEHICLE SOLD:	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
Chevrolet		2022	Tahoe 1FL 4WD	5W4	Black	Black	Order	

TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate Salvage Vehicle? <input type="checkbox"/> Yes			
BALANCE OWED \$ (Good Until) Trade-In Allowance			

TRADE IN RECORD - TRADE 2			
YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate Salvage Vehicle? <input type="checkbox"/> Yes			
BALANCE OWED \$ (Good Until) Trade-In Allowance			

REMARKS:

**DEPOSIT (PARTIAL PAYMENT) RECEIPT** - Purchaser hereby provides to the Dealer the sum of \$ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for days from the date of Deposit.  
 X

**NEGATIVE EQUITY DISCLOSURE & CONSENT** - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ (known as negative equity).  
 X

**ARBITRATION** - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle.  
 X

PRICE OF VEHICLE	#38819 Unit Price	34,167.00
OTHER GOODS & SERVICES	#38785 Delivery	25.00
	#38821 6J34 Grill Lamps & Siren Spk Wire	87.00
	#38822 6J4 Horn & Siren Circuit Wiring	52.00
	#No Spotlight Credit	<\$680.00>
	#38909 PQA 1FL Safety Package	375.00
	#38910 RD4 20x20 Aluminum Wheels	760.00
	#38911 NHT Max Trailing	333.00
	#5Y1 Front Center Seat(20%Delete)	0.00
	#38913 6C7 Red&White F Aux Dome	162.00
	#BTB Remote Start	285.00
	#6J7 Headlamp & Taillamp Flashers	48.00
	#5W4 SSV Special Service Vehicle 4WD	2878.00
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		
TRADE-IN ALLOWANCE(S)		
TAX BASE		
SALES TAX	%	
TITLE FEE		
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		
LESS INITIAL PAYMENT CASH DOWN		
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE		38,492.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

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These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, Wo Omg/Delivery Report, Used Vehicle Limited Warranty and Retail Installment Sales Contract. NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement. I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this day of

PURCHASER(S)

SALESPERSON

ACCEPTED BY AUTHORIZED AGENT



SPECIFICATIONS

AUTOMOBILE - POLICE SPECIAL - SPORT UTILITY VEHICLE - FULL SIZE - 4 DOOR - V8 - RWD (4x2)  
 Item Number 5

No.	Specification	Manufacturer Recommendation	Equivalent Offer
1.	Manufacturer Make	Chevrolet	No Equivalent Offer
2.	Manufacturer Model	Tahoe	No Equivalent Offer
3.	Engine Type (Liter/Cylinder)	5.3L, V8	
4.	Horsepower (Net HP)	355	
5.	Transmission	Automatic, 10 Speed	
6.	Drive Type	Rear 2-Wheel Drive	
7.	Alternator (amps)	150	
8.	Flexible Fuel Vehicle (FFV)	Bidder to Specify If Available	Not Available
9.	Battery (CCA)	720	
10.	Cooling System	Heaviest Duty Available	
11.	EPA Estimated Mileage (City/Highway MPG)	16/22 (Gasoline)	
12.	Steering	Electric Power-Assist	
13.	Power Antilock Brakes (ABS) Front & Rear	Required	
14.	Number of Doors	4	
15.	Wheelbase (in.)	120.9	
16.	No Body Side Molding	Required FR & RR	
17.	Exterior Mirrors - Right & Left Mounted	Power Remote	
18.	Paint - Specify Standard Colors	Standard	
19.	Left Handed Spotlight, Pillar Mounted	Required	
20.	Tires - Pursuit/Speed Rated per Manufacturer Recommendations	All Season, Steel Bolted, Black Wall	
21.	Spare Tire/Wheel/Mending Kit	Bidder to Specify	Full Spare
22.	Assist Steps	Required	
23.	Air Bag Restraint System (Driver & Passenger)	Required	
24.	Supplement Restraint System (Driver & Passenger)	Required	

SPECIFICATIONS (CONT'D)

AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V8 – RWD (4x2)  
 Item Number 5

Standard Equipment		Minimum Requirement	Equivalent Offer
25.	Seating Capacity	6	
26.	Seat Covering	Cloth FR, Vinyl RR	
27.	Floor Covering	Heavy Duty Rubber	
28.	Front Seat Type	Bucket Adjustable – No Center Console	
29.	Rear Seat Type	Split 60/40 Bench	
30.	Arm Rest on Front Doors	Required	
31.	Foam Front Seat Cushion	Required	
32.	Trunk/Cargo Light	Automatic	
33.	Interior Lighting	Overhead Dome & Map or Dome Driver Light	
34.	Interior Rear View Mirror	Day/Night	
35.	Fuel Capacity (Gal.)	24	
36.	Base Curb Weight (lbs.)	5,200	
37.	Headroom (Front/Rear) (in.)	42/38	
38.	Leg Room (Front/Rear) (in.)	45/39	
39.	Hip Room (Front/Rear) (in.)	60/80	
40.	Shoulder Room (Front/Rear) (in.)	64/65	
41.	Interior Cargo Area/ Cargo Area Seats Folded Down (cu. ft.)	25.5/72.6	
42.	Keyed Door Lock (Driver Side Minimum)	Power w/Remote Keyless Entry	
43.	Glass	High Strength, Factory Tint	
44.	Rear Window Defroster	Wired in Glass	
45.	Fresh Air Temperature Controlled Heater	With Windshield Defrosters	
46.	Intermittent Windshield Wipers	With Dual Speed	
47.	Air Conditioning	Required	
48.	Radio – Factory Installed	AM/FM	
49.	Radio Suppression System	Required	
50.	12 Volt Power Outlet, In Front Compartment	Required	
51.	Fuel at Delivery	½ Tank	
52.	Speedometer/ Standard Gauge Package	Required	

**SPECIFICATIONS (CONT'D)**

**AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V8 – RWD (4x2)**  
 Item Number 5

Item Number		Manufacturer's Description	Manufacturer's Option
53.	Hood Latch Release	Inside Passenger Compartment only, by Driver Side	
54.	Dual Horns, Factory Installed	Required	
55.	Electronic Door Locks/ Electronic Windows	Driver Control Lock Out (Required)	
56.	Rear Window Wiper/Washer	If applicable	
57.	Remote Control Rear Gate Release by Driver	Required, if available	
58.	Rear Door	Lift Gate	
59.	Rust Proofing	Min. Factory Warranty	
60.	Manufacturer Standard	Min. 3 yr./36,000 Mile	
61.	Powertrain	Min. 5 yr./60,000 Mile	
62.	45-Day Tags		
63.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry		
64.	4-Wheel Drive (4x4)		
65.	Grill Lamps & Siren Speakers Wiring		
66.	Horn & Siren Circuit Wiring		
67.	Auxiliary Ground Studs		
68.	Carpet		
69.	No Spotlight		
70.	No Daytime Running Lights		
71.	Locking Differential		
72.	Special Paint: Red		
73.	Inoperative Inside Rear Door Locks & Handles		
74.	Inoperative Rear Window Switches		
75.	XM Radio Delete		
76.	Bucket Seats with Console		
77.	High Polished Aluminum Wheels		
78.	Max Trailing		
79.	Pursuit Police Package		
80.	2nd Row Vinyl Seats w/ Cloth Front		
81.	Front Center Seat (20%Seat) Delete		
82.	Red & White Front Auxiliary Dome Lighting		
83.	Additional Option Package (Bidder to Specify Type)		

**PRICE SCHEDULE**

**ITEM #5 – AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V8 – RWD (4x2)**

<b>DELIVERY:</b>	<b>INDICATE CITY/STATE OF MANUFACTURER:</b>		
60-90 DAYS A.R.O. (SEE IV.A.)	Arlington, Texas		
<b>CONTRACTOR:</b>	<b>MFG:</b>	<b>MODEL:</b>	<b>MODEL NUMBER:</b>
Ganley Chevrolet of Aurora	GM	Tahoe 2WD (PPV) Police Pursuit Vehicle	CC15706
<b>REAR END GEAR RATIO: 3.23</b>			
<b>ITEM ID NO.: 38819</b>	<b>UNIT PRICE: \$ 34,167.00</b>		

ITEM ID NO.	DELIVERY CHARGE	UNIT PRICE
38784	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$ 0.40
38785	Minimum Delivery Charge	\$ 25.00

Delayed Delivery Daily Storage Charge (see Section IV, D. Delayed Delivery; failure to include a dollar amount at bid submission for the Daily Storage Charge will be interpreted as \$0.00.) (Will not be used for evaluation) : \$ 4.00

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
38786	Specify on PO	45-Day Tags	\$ 20.00
38787	AMF (4 Keys & Fobs)	Additional Set of Keys with FOB Enabling Electronic Keyless Entry- Includes Programming (4)	\$ 231.00
Specify on PO	Key & FOB Programming Credit	Key & FOB Programming Credit	\$ -40.00
38820	SW4 (SSV) Special Service Vehicle	4-Wheel Drive (4x4)	\$ 2,878.00
38821	6J3	Grill Lamps & Siren Speakers Wiring	\$ 87.00
38822	6J4	Horn & Siren Circuit Wiring	\$ 52.00
STD.	Standard Included	Auxiliary Ground Studs	STD.
38804	B30	Carpet	\$ 185.00
Specify on PO	No Spotlight Credit	No Spotlight	\$ -680.00
38823	9G8 Delete No Day Time Lights	No Daytime Running Lights	\$ 48.00
STD	G-80 STD Included	Locking Differential	STD
38824	TGK&6T4&V76	Special Paint: Red (5T4) Includes All Body Parts Red (V76) Includes Tow Hooks	\$ 713.00

**PRICE SCHEDULE (CONT'D)**

**ITEM #5 - AUTOMOBILE - POLICE SPECIAL - SPORT UTILITY VEHICLE - FULL SIZE - 4 DOOR - V8 - RWD (4x2) (CONT'D)**

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
38905	6N6	Inoperative Inside Rear Door Locks & Handles	\$ 59.00
38907	6N5	Inoperative Rear Window Switches	\$ 54.00
Specify on P.O.	U2J	XM Radio Delete	\$ 0.00
38908	A50 Bucket Seats D07 Center Console	Bucket Seats with Console Requires PQA 1FL Safety Package	\$ 333.00
38909	PQA	1FL Safety Package Includes: (UE4) Following Distance Indicator, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist, (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking.	\$ 375.00
38910	RD4 20X9 Wheels Painted Aluminum	High Polished Aluminum Wheels	\$ 760.00
38911	NHT	Max Trailering	\$ 333.00
38912	9C1 (PPV) 4WD	Pursuit Police Package 4WD	\$ 3,294.00
Specify on P.O.	5T5	2 <sup>nd</sup> Row Vinyl Seats w/ Cloth Front	\$ 0.00
Specify on P.O.	6Y1	Front Center Seat (20%Seat) Delete	\$ 0.00
38913	6C7	Red & White Front Auxiliary Dome Lighting	\$ 162.00
38914	BTV Remote Start	Additional Option Package (Bidder to Specify Type): Remote Start	\$ 285.00

**UNSPECIFIED OPTION PRICE:** 3.00% above manufacturer Invoice (Not to exceed 3.00%)

Any option not specified in the options table on the pricing pages will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. If no Unspecified Option Price is provided by the Bidder, the State will assume that the price will be equal to the manufacture Invoice. The Unspecified Option Price, Additional Option Packages, Units to Evaluate with a "0" value, and Safety Equipment Options specified by the Bidder, will not be used in the vehicle evaluation.

When an ordering entity requests an unspecified option, the Bidder will be required to submit an Invoice displaying Invoice pricing and the markup for the unspecified option.

List standard paint colors: G9K Satin Steel Metallic, GAZ Summit White, GBA Black, GJL Shadow Gray Metallic  
GJW Empire Beige Metallic, GLU Midnight Blue Metallic, GS6 Graywood Metallic

#657 Headlamp + Tailamp Flasher = \$48.00

ORDINANCE NO. 2021 - 57

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE AUTHORIZING THE RE-APPOINTMENT OF LILLIE HICKS, CLAUDIO ABBOMERATO, DEBBIE STOFFL AND CAROLINE JONES TO EMPLOYMENT WITH THE VILLAGE OF OAKWOOD**

**WHEREAS**, the Lillie Hicks, Clauddio Abbomerato, Debbie Stoffl and Carolyn Jones desire to take their PERS retirement to which they are currently entitled, and continue to work for the Village of Oakwood in their current positions; and,

**WHEREAS**, said employees bring invaluable and irreplaceable skill and experience to their positions and their continued employment confers substantial benefits upon the Village and its citizens;

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

**SECTION 1.** The re-appointment by the Mayor of the following employees to their respective positions be and the same is hereby confirmed immediately upon their respective retirement dates:

Lillie Hicks – Building Secretary

Claudio Abbomerato – Laborer

Debbie Stoffl – Building Secretary

Carolyn Jones – Clerk of Mayor's Court

**SECTION 2.** The said employees shall be re-appointed at their rates of pay in effect at the time of their respective retirements, shall be entitled to retain to their credit with the Village of Oakwood of all unused but accrued sick and vacation time that they may have previously earned while employed by the Village of Oakwood and shall be entitled to such other employment benefits as are afforded other full-time Village employees, except that any entitlement to longevity payments shall be calculated from the date of re-hire after taking their PERS retirements.

**SECTION 3.** All provisions of all other Ordinances and Resolutions which are inconsistent with the provisions contained herein shall be modified accordingly.

**SECTION 5.** 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 to provide uninterrupted services to the citizens of the Village, therefore, provided it receives the two-thirds 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: \_\_\_\_\_

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

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

Presented to the

Mayor \_\_\_\_\_

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

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

I, Dionna Hammett, 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.

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

#### **POSTING CERTIFICATE**

I, Dionna Hammett, 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 posted on the \_\_\_\_ day of \_\_\_\_\_, 2021, and will remain posted for a period of fifteen (15) days thereafter as provided in the Village Charter.

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

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

ORDINANCE NO. 2021 - 57

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE AUTHORIZING THE RE-APPOINTMENT OF LILLIE HICKS, CLAUDIO ABBOMERATO, DEBBIE STOFFL AND CAROLYN JONES TO EMPLOYMENT WITH THE VILLAGE OF OAKWOOD**

**WHEREAS**, the Lillie Hicks, Clauddio Abbomerato, Debbie Stoffl and Carolyn Jones desire to take their PERS retirement to which they are currently entitled, and continue to work for the Village of Oakwood in their current positions; and,

**WHEREAS**, said employees bring invaluable and irreplaceable skill and experience to their positions and their continued employment confers substantial benefits upon the Village and its citizens;

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

**SECTION 1.** The re-appointment by the Mayor of the following employees to their respective positions be and the same is hereby confirmed immediately upon their respective retirement dates:

Lillie Hicks -- Building Secretary

Claudio Abbomerato -- Laborer

Debbie Stoffl -- Building Secretary

Carolyn Jones -- Clerk of Mayor's Court

**SECTION 2.** The said employees shall be re-appointed at their rates of pay in effect at the time of their respective retirements, shall be entitled to retain to their credit with the Village of Oakwood of all unused but accrued sick and vacation time that they may have previously earned while employed by the Village of Oakwood and shall be entitled to such other employment benefits as are afforded other full-time Village employees, except that any entitlement to longevity payments shall be calculated from the date of re-hire after taking their PERS retirements.

**SECTION 3.** All provisions of all other Ordinances and Resolutions which are inconsistent with the provisions contained herein shall be modified accordingly.

**SECTION 5.** 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 to provide uninterrupted services to the citizens of the Village, therefore, provided it receives the two-thirds 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: \_\_\_\_\_

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

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

Presented to the

Mayor \_\_\_\_\_

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

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

I, Dionna Hammett, 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.

\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

### **POSTING CERTIFICATE**

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\_\_\_\_\_  
Dionna Hammett, Interim Clerk of Council

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