

**VILLAGE OF OAKWOOD
FINANCE MEETING**

March 8, 2022

AGENDA

6:00 pm

-
1. Call meeting to order
 2. Pledge of Allegiance
 3. Roll Call

Mayor	~ Gary V. Gottschalk
Law Director	~ Jim Climer/Ross Cirincione
Finance Director	~ Brian Thompson
Council President	~ Johnnie A. Warren
Council At Large	~ Elaine Y. Gaither
Councilman Ward 1	~ Chris Callender
Councilperson Ward 2	~ Eloise Hardin
Councilperson Ward 3	~ Paggie Matlock
Councilperson Ward 4	~ Mary Davis
Councilperson Ward 5	~ Candace Williams

Budget Meeting

Adjournment

THIS IS AN
IN PERSON
MEETING

VILLAGE OF OAKWOOD
COUNCIL MEETING
March 8, 2022
7:00 p.m.
AGENDA

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	Paggie Matlock	Chief of Fire	Jim Schade
Ward 4 Councilperson	Mary Davis	Police Chief	Mark Garratt
Ward 5 Councilperson	Candace S. Williams	Building Inspector	Daniel Marinucci
		Engineer	Ed Hren
		Recreation Director	Carlean Perez

4. **MINUTES** – Motion to approve the minutes from the February 22, 2022, Finance Meeting

Motion to approve the minutes from the February 22, 2022, Council meeting

Motion to approve the minutes from the February 22, 2022, Work Session

5. Correspondence from 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*

8. Legislation

Ord 2022-8

Introduced by Mayor &
Council as a whole
2nd Reading

AN EMERGENCY ORDINANCE CONFIRMING THE APPOINTMENT OF THE LAW
DIRECTOR AND FIXING THE COMPENSATION OF THE DIRECTOR OF LAW AND
ASSISTANTS TO THE DIRECTOR OF LAW

Ord 2022-11

Introduced by Mayor &
Council as a whole
3rd Reading

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT
DEVELOPMENT AGREEMENT WITH KROGER FULLFILLMENT NETWORK, INC. AND
THE KROGER CO. (HEREINAFTER “THE COMPANY”) AND DECLARING AN
EMERGENCY

Ord 2022-12

Introduced by Mayor &
Council as a whole
3rd Reading

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
ACKNOWLEDGMENT OF TERMINATION OF THE PROJECT DEVELOPMENT
AGREEMENT WITH PREMIER OAKWOOD, LLC (HEREINAFTER “THE COMPANY”)
AND DECLARING AN EMERGENCY

Res 2022-13

Introduced by Mayor &
Council as a whole
1st Reading

A RESOLUTION OF CONDOLENCE TO THE FAMILY OF GERALDINE TEELE

Res 2022-14

Introduced by Mayor &
Council as a whole
1st Reading

A RESOLUTION OF CONDOLENCE TO THE FAMILY OF THE HONORABLE PAULA
R.A. MIZSAK

Ord 2022-15

Introduced by Mayor &
Council as a whole
1st Reading

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH CHAGRIN VALLEY ENGINEERING, LTD., AND SETTING FOR THE
COMPENSATION AND FUNCTIONS OF THE VILLAGE ENGINEER AND THIS FIRM

Res 2022-16

Introduced by Mayor &
Council as a whole
1st Reading

A RESOLUTION OF CONDOLENCE TO THE FAMILY OF KEITH L. WHITTED

Res 2022-17

Introduced by Mayor &
Council as a whole
1st Reading

A RESOLUTION OF CONDOLENCE TO THE FAMILY OF TIMOTHY AGER

Res 2022-18

Introduced by Mayor &
Council as a whole
1st Reading

A RESOLUTION DECLARING THE WEEK OF MARCH 20-26, 2022. AS SEVERE
WEATHER AWARENESS WEEK

Res 2022-19

Introduced by Mayor &
Council as a whole
1st Reading

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE
CUYAHOGA COUNTY SOLID WASTE DISTRICT AND DECLARING AN EMERGENCY

9. Adjournment

**VILLAGE OF OAKWOOD
WORK SESSION
AGENDA
March 8, 2022**

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

Ord 2021-WS-26

Moved to WS 10/26/2021
Ord 2021-70 Pending Planning

AN ORDINANCE ENACTING REGULATIONS OF ELECTRONIC DIGITAL BILLBOARD SIGNS LOCATED IN THE VILLAGE OF OAKWOOD

Ord 2021-WS-27

Moved to WS 10/26/2021
Ord 2021-71 Pending Planning

AN AMENDED ORDINANCE ENACTING SEVERAL CHANGES TO OAKWOOD VILLAGE CODIFIED ORDINANCES RELATED TO THE REGULATIONS OF SIGNS LOCATED WITHIN OAKWOOD VILLAGE

Ord 2022-WS-2

Introduced by Mayor &
Council as a whole

AN EMERGENCY ORDINANCE AUTHORIZING THE VILLAGE ENGINEER TO PREPARE PLANS AND SPECIFICATIONS AND TO ADVERTISE FOR BIDS FOR THE RESURFACING OF SOLON ROAD FROM THE WEST CORPORATION LIMIT TO RICHMOND ROAD

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
FINANCE MEETING MINUTES
February 22, 2022

ATTENDED

Johnnie A Warren – Council President
Elaine Gaither-Council-at-Large
Chris Callender-Ward 1 (late)
Eloise Hardin-Ward 2
Paggie Matlock-Ward 3
Mary Davis-Ward 4

Brian Thompson-Finance
Ed Hren-Engineer
Gary Gottschalk-Mayor (late)

ABSENT

Candace Williams-Ward

Jim Climer-Law Director

Meeting opened at 6:11 by Warren.

Pledge of Allegiance and attendance taken.

Clerk notation: Finance meeting was inaudible due to an issue with the recorder. Mr. Thompson discussed the budget for Engineer, Ed Hren consisting of the street construction & maintenance repair and the sanitary sewer budget. (breakdown grid attached)

MOTION TO ADJOURN by Gaither; Seconded by Davis

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MEETING ADJOURNED: 6:57pm

Adopted _____

Christine Morgan, Clerk of Council

Johnnie Warren, Council President

ACCOUNT AND TITLE						2022 ESTIMATED	
						REVENUE	CHANGE
SANITARY SEWER FUND 602 RECEIPTS							
602.1200.41261 REIMBURSEMENT(NBOSD/COMMUNITY SHARE)						970,943.50	
602.1560.41417 SEWER CHARGES						70,000.00	
602.1560.41418 BEDFORD COLLECTIONS/WEBER PARK						5,000.00	
602.1720.42010 NOTES						-	
602.1900.41901 TRANSFERS IN							
SUB TOTAL SANITARY SEWER FUND 602						1,045,943.50	
STARTING BALANCE						740.59	
TOTAL SANITARY SEWER FUND 602						1,046,684.09	
VILLAGE OF OAKWOOD - SANITARY SEWER 2022 BUDGET PROJECTION							
		2019	2020				
		Y-T-D	YTD				
		EXPENSES	EXPENSES	2021	YTD	EXPENSES	PROJECTED 2022
602 SANITARY SEWER			THRU 12-31-20	BUDGET	THRU 12-31-21	PERMANENT	CHANGE
55004.52150 MISC. CONTRACTUAL ***		102,490.71	62,005.33	825,000.00	45,233.49	776,194.00	(48,806.00)
GENERAL SEWER MAINT & REPAIRS	25,000.00						
OBPA PHASE 2 ACTIVITIES	15,000.00						
GARDEN HICKORY SANITARY SEWER (332244 LESS OPWC 152800)	179,444						N
FORBES ROAD PUMP STATION AND FORCE MAIN	436,750.00						
PAINTER ROAD SEWER EXTENSION	120,000.00						
5504.52152 ENGINEER FEES		1,274.00	22,952.00	70,500.00	40,907.50	168,939.75	98,439.75
5504.52154 STORM WATER POLLUTION		4,337.38	662.40	11,000.00	8,886.58	11,000.00	-
5504.52230 PUMP STATION SUPPORT		-	8,622.37	-	-	-	-
5504.52230 UTILITIES/PUMP STATION		18,892.04	17,468.20	21,200.00	20,389.45	22,000.00	800.00
TOTAL SANITARY SEWER		126,994.13	111,710.30	927,700.00	115,417.02	978,133.75	50,433.75

[illegible]

VILLAGE OF OAKWOOD
COUNCIL MEETING MINUTES
February 22, 2022

ATTENDED

Johnnie A. Warren – Council President
Elaine Gaither-Council-at-Large
Chris Callender-Ward 1
Eloise Hardin-Ward 2
Paggie Matlock-Ward 3
Mary Davis-Ward 4

Gary V. Gottschalk-Mayor (late)
Daniel Marinucci-CBO
Jim Climer-Law Director
Brian Thompson-Finance
Tom Haba-Service
Jim Schade-Fire
Mark Garratt-Police

ABSENT

Candace Williams-Ward 5

Ed Hren-Engineer
Carlean Perez-Recreation

Meeting opened at 7:01 by Warren
Pledge of Allegiance and attendance taken.

Per Clerk notation:

Motion to approve the minutes from the January 25, 2022, Work Session by Hardin; Seconded by Gaither

VOTE YES: Warren, Gaither, Hardin, Matlock, Davis Abstained: Callender

Motion to approve the minutes from the February 8, 2022, council meeting by Hardin; Seconded by Callender

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

Correspondence:

Morgan: Inaudible due to recorder sound not working properly. Council was present a copy of email from Kimberly Chapmon-Wynne regarding the Cape Cod 50th Anniversary party entitled "It Takes a Village" which is proposed to be held Saturday September 3, 2022, at the intersection of Sommerville and Laurelton Drives.

Departmental Reports:

Per Clerks notation, nothing reported from Fire or Building.

Service-Haba (note: recorder sound began working part way through Mr. Haba's report) ...I will try to get hold of the residents. **Davis:** The houses are behind it and there are different people are in there. It's on Hickory. **Haba:** But it's off of Garden; a couple of houses on the left? **Davis:** They had tables out there. **Haba:** I didn't see that today. I'll stop there tomorrow. I move stuff back up to their house from the road a year ago because I couldn't get anyone home. They don't have to pick up that stuff anymore, but they will pick up one item a week if you call them in advance. I will try to stop there tomorrow and talk to the people. **Davis:** Recyclables. People are putting their recycle cans out when it is not the time and it's being left there. It gets soaked. **Haba:** Some people are doing that, and they have to get used to it. The ones I see doing that, I will give them another calendar that Waste Management mailed to them. **Warren:** Are recycling pickups street wide or are they related to Ward? **Haba:** They go by area and not necessarily by the Ward.

Finance-Thompson: I don't have any additional reporting at this time.

Police-Garratt: You remember-and for the new council people-we do a drug takeback for pharmaceuticals and other drugs they want to rid. We have a box at the front lobby, but a lot of times we do this with Sam's Club. People can come and they don't have to be residents to drop off their drugs, we turn them over and they get destroyed through the DEA. Sam's Club isn't doing it with us this year, but we are going to do it here at Village Hall. It's only going to be for a couple of hours on Saturday April 30th from 10am to 2pm. I will remind you as it gets closer, but if you know of anybody

that drugs laying around, we would rather get rid of the properly instead of having them flush down the toilets and in the water supply. Second part is Tommy has already covered the potholes. We are getting a ton of people come up for reports. In the lobby is a specific way to file for a damage on your vehicles that can be filled out and eventually gets turned over to the law director for review. They can also be found on the Village's website, the front lobby or the police department.

Law Director-Climer: The State Legislature has reauthorized remote meetings and the Governor has signed the bill if Council is so inclined. That only lasts through June 30th.

Mayor: To keep this meeting moving on tonight, I have nothing to report other than you all look well.

Warren opens the floor for public comment which is the opportunity for residents to discuss concerns, accolades, or anything they would like to discuss. (none)

Legislation

Ord 2022-3

Introduced by Mayor &
Council as a whole
2nd Reading

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF OAKWOOD, OHIO, 1996, TO PROVIDE AMENDMENTS TO THE CODIFIED ORDINANCE OF OAKWOOD GENERAL OFFENSES CODE, PART FIVE, SECTIONS 501.01, 501.99, 505.071, 509.07, 513.01, 513.03, 513.04, 513.05, 513.06, 513.07, 513.08, 513.12, 525.13, 533.09, 541.04, 541.05, 541.051, 545.03, 545.18, 549.02, 549.04, 549.06, 553.04, 553.05; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION OF THE AMENDMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES

Climer: As indicated earlier, this has been suggested by the Codifier to update our ordinances with changes in State law. It has been reviewed and approved by the Prosecutor and the Police Chief since they are the ones working with it.

Hardin: I'd like to go forward. The one statement I had a problem with "other purposes" but I got my answers to all the questions that I had.

Motion to suspend by Hardin; Seconded by Gaither

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

Motion to adopt by Hardin; Seconded by Gaither

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MOTIONS PASSED

Ord 2022-4

Introduce by Mayor &
Council as a whole
2nd Reading

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF OAKWOOD VILLAGE, OHIO, 1996, TO PROVIDED AMENDMENTS TO THE CODIFIED ORDINANCES OF OAKWOOD, TRAFFIC CODE, PART THREE, SECTIONS 301.180, 301.51, 331.211, 331.37, 331.44, 333.03, 335.02, 335.021, 335.04, 335.09, 341.03, 373.13, 373.14; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES

Climer: Again, this has been suggested by the Codified and approved by the Prosecutor and the Police Chief. **Davis:** The 331.37-*The driving upon sidewalks, lawns and curbs*. Is that new and has that always been there? **Garratt:** Yes, but there may be a terminology change and they want to meet the State. What we do is we charge for the local ordinance, they will plead *not guilty*, and they will go to Bedford Court for the State ordinance. They want those two wordings to meet.

Motion to suspend by Hardin; Seconded by Gaither

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

Motion to adopt by Hardin; Seconded by Callender

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MOTIONS PASSED

Ord 2022-8

Introduced by Mayor &
Council as a whole
1st Reading

AN EMERGENCY ORDINANCE CONFIRMING THE APPOINTMENT OF THE LAW
DIRECTOR AND FIXING THE COMPENSATION OF THE DIRECTOR OF LAW AND
ASSISTANTS TO THE LAW DIRECTOR

Climer: These are the same rates that have been in place for several years and were submitted on the budget this year.

Davis: How many people are in your firm? There's you and Ross.... **Climer:** No, Ross is not a member of my firm. There are presently 20 members of our firm. One or two I work with on Oakwood matters. It's to give the flexibility to get things that call for a particular specialty. **Warren:** We will take that on to second reading as a council member has a question.

Res 2022-9

Introduced by Mayor &
Council as a whole
1st Reading

A RESOLUTION OF CONDOLENCE TO THE FAMILY OF MARIE (COOKIE) ARNET
FREEMAN

Motion to suspend by Gaither; Seconded by Hardin

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

Motion to adopt by Hardin; Seconded by Davis

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MOTIONS PASSED

Res 2022-10

Introduced by Mayor &
Council as a whole
1st Reading

A RESOLUTION OF CONDOLENCE TO THE FAMILY OF BARBARA ANN PATTERSON

Motion to suspend by Hardin; Seconded by Gaither

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

Motion to adopt by Hardin; Seconded by Davis

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MOTIONS PASSED

Motion to move to executive session by Gaither; Seconded by Hardin

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

Time: 7:22 pm

Motion to reconvene from executive session by Gaither; Seconded by Callender

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

Time 7:51pm

MOTION TO ADJOURN by Davis; Seconded by Gaither

VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis

MEETING ADJOURNED: 7:52pm

Adopted _____

Christine Morgan, Clerk of Council

Johnnie Warren, Council President

VILLAGE OF OAKWOOD
COUNCIL WORK SESSION MINUTES
February 22, 2022

ATTENDED

Johnnie A Warren – Council President
Elaine Gaither-Council-at-Large
Chris Callender-Ward 1
Eloise Hardin-Ward 2
Paggie Matlock-Ward 3
Mary Davis-Ward 4

ABSENT

Candace Williams-Ward 5

Meeting opened at 7:52pm by Warren

Morgan: The volunteer fire committee was removed since we no longer had a volunteer fire department. I also removed the youth council for now since it is with the schools. This is a projected as I attempted to help Mr. Warren. Down at the bottom is a breakdown of how many committees each member is on individually. **Warren:** Could you look and see if you are happy with your committees? A description of the committees was provided to Councilperson Davis. **Hardin:** We do not have to youth commission yet, but we did vote to have it and it is not active. I am in touch with the youth committee person in West Virginia. There is more than one youth commission. I have asked her to come before this Council and give a presentation. We have been with both at one point and time. There was an internal struggle, and one took over the other. Our children did not have an opportunity to thrive because of the politics that were going on. So, if it is okay with this Council, they will travel here and give you a presentation of what they offer from their organization. The one is from West Virginia. The other is affiliated with the "Y". **Gaither:** Is one of them local? **Hardin:** Yes.

****Meeting interrupted with knock at the front of the building**.** **Resident, Shirley Stevens:** I wanted to find out when they were going to do the last inspection on my furnace. I know the meeting is over. **Hardin:** It is not too late. We will ask the Council Clerk. As a matter of public record, she wants an answer. We will have to get in touch with the Building Inspector and the question is from Mrs. Stevens is when they will make the last inspection on her furnace. Whatever answer, we would like a copy and we would like to know the date and time. Is that your question? **Resident:** Yes, it is. And can I get that answer in writing please? If I ever get a call on my home phone, I never answer that. (216) 571-6579 is a business phone and if I don't answer, I will call you back.

Continuation of the description of the committees to Councilperson Davis. **Morgan:** As the Recreation Department representative, the Rec Dept has their meetings in the spring and summer when it is more active. **Warren:** Could we change the chairman of the fine arts committee to Candace Williams? **Hardin:** And that may have some functionality if the Mayor continues talks. **Warren:** Any other questions about the committees? **Hardin:** This letter that we received, I hope for their sake that this is a very nice and well-organized anniversary. I encourage and ask my colleagues help this be a success. Anything that we can do when asked. **Gaither:** Where will people park? **Morgan:** Would you like for me to email Mrs. Wynne and ask to come to a meeting? **Hardin:** Post that question to her in advance. **Morgan:** Is this committee sheet to everyone's satisfaction and I can print out a better copy? **Warren:** Yes. **Morgan:** Just to verify since it was discussed during his budget meeting; Mr. Hren's legislation can be moved to the next regular agenda? **Warren:** Yes.

MOTION TO ADJOURN by Callender; Seconded by Matlock
VOTE YES: Warren, Gaither, Callender, Hardin, Matlock, Davis
MEETING ADJOURNED: 8:27pm

Adopted _____

Christine Morgan, Clerk of Council

Johnnie Warren, Council President

ORDINANCE NO. 2022 –WS-2

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE AUTHORIZING THE
VILLAGE ENGINEER TO PREPARE PLANS AND
SPECIFICATIONS AND TO ADVERTISE FOR BIDS, FOR
THE RESURFACING OF SOLON ROAD FROM THE WEST
CORPORATION LIMIT TO RICHMOND ROAD**

WHEREAS it has been determined by Village Council that it desires to proceed with the Solon Road Resurfacing Project to promote the health, safety and welfare of the residents of this community; and

WHEREAS the Cuyahoga County Department of Public Works had awarded the Village of Oakwood a grant in the amount of \$145,000.00 for the partial funding of the Solon Road Resurfacing Project; and

WHEREAS, on April 27, 2021, by Ordinance 2021-27, Council authorized and directed the Mayor to enter into a Cooperation Agreement with Cuyahoga County for the Solon Road Resurfacing Project; and

WHEREAS the Cooperation Agreement with Cuyahoga County requires the Village of Oakwood to prepare plans and specifications, advertise for bids, and provide construction administration for the Solon Road Resurfacing Project; and

WHEREAS on September 28, 2021, by Ordinance 2021-64, Council authorized and directed the Mayor and the Village Engineer to submit an application to secure partial funding for the Solon Road Resurfacing Project from the District One Public Works Integrating Committee; and

WHEREAS the District One Public Works Integrating Committee has informed the Mayor and the Village Engineer that the application for funds for the Solon Road Resurfacing Project will be forwarded to the Ohio Public Works Commission for consideration of funding under the Small Government Program; and

WHEREAS the Ohio Public Works Commission Small Government Program will place a strong emphasis on the readiness to proceed of the Solon Road Resurfacing Project when considering the partial funding of the project; and

WHEREAS, the Village Engineer has informed the Mayor and Council that preliminary plans and cost estimates for the Solon Road Resurfacing Project were completed as part of the District One Public Works Integrating Committee funding application and that the final plans and specifications can be completed and submitted to the Ohio Public Works Commission Small Government Program Administrator prior to the scoring of the funding application (the “cure deadline”) which will maximize the project score; and

WHEREAS it is therefore necessary to authorize the Village Engineer to complete the preparation of final plans and specifications for such project and to advertise for bids for contract for the above stated purposes.

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

SECTION 1. The Engineer be and is hereby authorized and directed to prepare final plans and specifications for the Solon Road Resurfacing Project, and to advertise for bids for the pursuant to partial funding being provided by the Ohio Public Works Commission Small Government Program. Such plans and specifications shall be placed on file with the Village of Oakwood prior to advertising for bids. Upon receipt of the bids, the Mayor shall provide all members of Council with a bid tabulation summary for each bidder prior to the Board of Control awarding any contract for the matters described in Section 1 hereof in accordance with the provisions contained in Ordinance 1994-80.

SECTION 2. Council hereby appropriates a sum not to exceed Three Hundred Thirty Thousand Dollars (\$330,000.00) for the purposes provided 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 upon the award of contracts pursuant to Board of Control approval, said amounts to be charged to the SCMR Fund.

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

PASSED: _____

Johnnie A. Warren, President of Council

Christine Morgan, 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. 2022- was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2022.

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 the foregoing Resolution No. 2022-19 was duly posted on the ____ day of _____, 2022, and will remain posted for a period of fifteen (15) days thereafter as provided in the Village Charter.

Christine Morgan, Clerk of Council

DATED: _____

ORDINANCE NO. 2022-8

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN EMERGENCY ORDINANCE CONFIRMING THE APPOINTMENT OF THE LAW DIRECTOR AND FIXING THE COMPENSATION OF THE DIRECTOR OF LAW AND ASSISTANTS TO THE DIRECTOR OF LAW

WHEREAS, pursuant to the Village Charter, the Mayor has the authority to appoint the Director of Law for the Village subject to the confirmation of Council; and

WHEREAS, Council has determined that the Mayor's appointment should be confirmed as he meets all qualifications as set forth in the Village Charter for such position:

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

SECTION 1. The Mayor's appointment of James A. Climer as the Director of Law for the Village of Oakwood be and the same is hereby confirmed commencing the effective date of this Ordinance and ending December 31, 2023.

SECTION 2. The Law Director and his firm shall fulfill the duties of the office of Director of Law and the compensation of the Law Director and the members of his firm shall not be subject to the Public Employees Retirement System.

SECTION 3. The compensation of the Director of Law for legal services provided by him and his law firm and for the performance of the duties and functions of his office as set forth in the Charter shall be as follows:

(a) One Hundred Eighty-Nine Dollars (\$189.00) per hour for attendance at all regular meetings of Council, attendance at various Council work sessions when requested, drafting Resolutions, Ordinances, and legal opinions, and advice and counsel to the Council and Village officials. The sum paid out under this section shall not exceed Seventy-Four Thousand Dollars (\$74,000.00) per year without prior authorization of Council.

(b) For representational matters involving plan reviews, rezonings, variances, and so on, said Director of Law shall be paid at the rate of One Hundred Eighty-Five Dollars (\$189.00) per hour payable as services are rendered out of a fund established by the applicant for such plan reviews, rezonings, variances, etc.

(c) For representation on all matters for the Village or its officials, including all matters which go before the Common Pleas Court for this County or any other county, and all civil and criminal matters, or for legal representation in any higher court of this State or of the United States, said Director of Law shall be paid at the rate of One Hundred Eighty-Nine Dollars (\$189.00) per hour, payable monthly as services are rendered. The total sum paid out in fees under this section shall not exceed Ten Thousand Dollars (\$10,000.00) per year without prior authorization of Council. All legal

services provided to any Board or Commission of the Village by the Law Director or his law firm shall be charged against the appropriation for the Board or Commission and not deducted from the amount stated herein.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the ability or provide uninterrupted services to the citizens of the Village, therefore, provided it receives two thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Johnnie A Warren, President of Council

Christine Morgan, 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. 2022-8 was duly and regularly passed by this Council at the meeting held on the ____ day of _____, 2022.

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. 2022-8 was duly posted on the _____ day of _____, 2022, and will remain posted for a period of fifteen (15) days thereafter in as provided by the Village Charter.

Christine Morgan, Clerk of Council

DATED: _____

ORDINANCE NO. 2022-11

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT WITH KROGER FULFILLMENT NETWORK, INC. AND THE KROGER CO. (HEREINAFTER "THE COMPANY") AND DECLARING AN EMERGENCY.

WHEREAS the Village of Oakwood (hereinafter "Oakwood") and The Company deem it advantageous to each of them to develop property located the intersection of Alexander Road and Macedonia Road in the Village as more fully described in the Project Development Agreement (hereinafter "Agreement") attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS Oakwood and the Company have agreed in principle to the terms of said Agreement;

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 Agreement substantially in the form 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 Agreement permits the Village to take advantage of time-sensitive development opportunities for the economic well-being of the Village and its residents which opportunities are imperiled by undue delay and, 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

Christine Morgan, 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. 2022-11 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2022.

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. 2022-11 was duly posted on the _____ day of _____, 2022, 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 said Village.

Christine Morgan, Clerk of Council

DATED: _____

PROJECT DEVELOPMENT AGREEMENT

by and between

THE VILLAGE OF OAKWOOD, OHIO

And

KROGER FULFILLMENT NETWORK LLC,

An Ohio limited liability company

And

THE KROGER CO.,
an Ohio corporation

together with Kroger Fulfillment Network LLC, as the Company

Dated

as of

the Effective Date (as hereinafter defined)

EXHIBIT "A"

PROJECT DEVELOPMENT AGREEMENT Village of Oakwood — The Kroger Co. Project

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is made effective and entered into on this ____ day of _____, 2022 by and between THE VILLAGE OF OAKWOOD, OHIO (the "Village"), a political subdivision organized and existing under the laws of the State of Ohio, Kroger Fulfillment Network LLC, an Ohio limited liability company ("KFN"), and THE KROGER CO., an Ohio corporation, or its affiliates, designees or assigns (collectively with KFN, the "Company").

RECITALS

A. The Company acquired or intends to acquire approximately 28.3 acres of real property located and situated in the Village, as depicted as Parcel H on Exhibit A attached hereto and incorporated herein ("Project Site").

B. The Company intends to improve the Project Site by constructing or causing to be constructed a commercial project, consisting of an approximately 270,000 square foot fulfillment center (the "Building") and, in its sole discretion, other ancillary commercial real estate components consistent with the applicable zoning code, along with related landscaping and improvements (the "Private Improvements"). The improvement of the Project Site with the Private Improvements is referred to herein as the "Development". In no event shall the Private Improvements be deemed to include any portion of the Public Improvements (hereinafter defined) or include improvements in various public rights-of-way located within the Project Site.

C. Certain public infrastructure improvements are required in order for Company to proceed with the development of the Project Site, which include grading, a public road, utilities, and other infrastructure as further described in more detail on Exhibit B attached hereto (collectively, the "Public Improvements"). The Public Improvements include certain improvements to certain portions of the Project Site.

D. The Village has determined that the construction of the Public Improvements to support and enable the Development of the Project Site, and the fulfillment generally of this Agreement and the Development of the Project Site, are in the best interests of the Village and necessary for economic development purposes and the health, safety and welfare of its residents, and are necessary for the purpose of enhancing the availability of adequate commercial space, parking, creating jobs and employment opportunities, and improving the economic welfare of the people of the Village.

E. The Village (i) has created a "Community Reinvestment Area" or "CRA" pursuant to R.C. 3735.65 et. Seq., known as Oakwood Community Reinvestment Area No. 1, which encompasses the Project Site and which has been determined to be in the best interests of the Village and necessary for economic development purposes, and the health, safety and welfare of its residents, and (ii) will enter into a CRA agreement with Company to provide each new structure

on the Project Site with a 15-year CRA exemption applicable to 75% of the assessed value of the structure.

F. The Village Council (the “Council”) will adopt a new ordinance establishing a tax increment financing (“TIF”) area pursuant to Ohio Revised Code Sections 5709.41 et. Seq. (the “TIF Ordinance”) to exempt from real property taxation the incremental increase in assessed value of the Project Site and providing: (1) that the development of the Project Site is a public purpose necessary for the economic development of the Project Site; (2) for the payment of service payments in lieu of taxes (the “Service Payments”) by the owner of the Project Site and any successors in interest to any portion of the Project Site (collectively, the “Owners”), as obligations running with the land, with respect to “Improvements” (as defined in Ohio Revised Code Section 5709.41 and the TIF Ordinance) to the parcels of real property comprising the Project Site; and (3) for the use of the Service Payments to pay for a portion of the costs of developing the Project Site.

In consideration of the foregoing Recitals and as an inducement to and in consideration of the conditions and covenants contained in this Agreement, the parties agree as follows:

Article I

Development of the Project Site

Section 1.01 Private Improvements. The Company is considering constructing or causing to be constructed on the Project Site the Building. In addition, Company may construct or cause the construction of additional buildings as part of the Development, to the extent deemed economically viable by Company and determined by the Village to be in compliance with the Village codes, rules and regulations. If the Company elects to proceed with the Project, the Company shall be responsible for and undertake the construction and landscaping of additional mounding in the areas described in Exhibit C, which mounding shall be consistent in size and shape with existing mounding on the Project Site. The Company agrees that it will not utilize Macedonia Road to access the site at any time without the prior written consent of the Village. The Company acknowledges that economic development incentives will not be available through the Village for any expansion to the north side of the Project Site.

Section 1.02 Job Creation. As described in Section 2.01, the Company will endeavor to create approximately Eighteen Million Dollars (\$18,000,000) per year in annual payroll in the Village within three years after the Development is completed.

Section 1.03 Public Improvements. The parties acknowledge that the Public Improvements (identified in Exhibit B) on and adjacent to the Project Site are necessary for the Development and will directly benefit the Project Site and the surrounding area. The Village and Company shall each respectively cause the construction of and pay for the Public Improvements as described on Exhibit B and in Sections 1.03, 1.04 and 1.05. Provided that Company has secured the prior written consent of the Village, which shall not be unreasonably withheld, Company shall have the right to revise the Plans and Specifications relating to Public Improvements located on the Project Site from time to time subject to (x) compliance with the Village codes, rules and regulations, and (y) the Village’s reasonable determination that the Public Improvements as so revised directly benefit the Project Site and the surrounding area and are consistent with the TIF Ordinance, and this Agreement shall be automatically and without further action of the Village

and the Company deemed amended so as to reflect the revisions provided in the permits and plats so approved. If the Company determines in its sole discretion not to proceed with the Project, it will not be required to undertake and complete any Public Improvement it is responsible for under this Agreement, including those described in Exhibit B. The Company is under no obligation to undertake the Project; provided, however, if construction of the Project does not commence by December 31, 2024, the Company shall forfeit its rights to the economic development incentives contained in Article II of this Agreement, including the CRA Exemption and TIF Exemption (both as defined below), unless otherwise agreed to in writing by the Village. Further, the Company shall make a good faith effort to market the Project Site for sale and the Village shall cooperate with and support such marketing efforts. The Company acknowledges that any revisions to Public Improvements which are not located on the Project Site (the "Off-Site Improvements") are subject to the reasonable approval of the Council, and such approval by the Council shall automatically and without further action of the Village and the Company be deemed to amend this Agreement so as to reflect the revisions approved by the Council.

The Village agrees that, in connection with any Off-Site Improvements, it shall undertake such action as may be necessary or desirable to obtain title to such real property as is necessary for the construction of the Off-Site Improvements, with such acquisition to be at the lowest cost, in light of the schedule for construction of such Off-Site Improvements, as reasonably determined by the Council. The Village agrees to consult with the Company in connection with such costs and to work cooperatively to control the cost of such acquisition.

Section 1.04 Costs of Improvements. The Company agrees that the cost for (a) the Private Improvements is currently estimated to be approximately ninety-eight million dollars (\$98,000,000), and (b) the Public Improvements is currently estimated to be approximately two million, one hundred thousand dollars (\$2,100,000), representing a total investment cost for the Development of approximately one hundred million, one hundred thousand dollars (\$100,100,000). The Village will use best efforts to apply for grants from the Ohio Department of Transportation, JobsOhio and other sources (i) as to the Roadway (as defined in Exhibit B), up to the sum of \$950,000 and (ii) covering the cost of the signalization (estimated to be \$125,000 to \$150,000), which grants are intended to partially pay for costs of the Public Improvements, provided that the Village shall have no responsibility to pay all or any portion of such Roadway or signalization costs if grants are not awarded. To the extent not covered by a grant(s), Company shall be responsible for payment of all remaining costs of the Roadway. The Village shall be responsible for the costs of signalization. The costs of the Private Improvements may be paid either directly by Company or through financing arranged by Company. It is anticipated that Company may obtain reimbursement for and/or payment of costs of the Private Improvements, to the extent eligible, through financing supported by assignment of the portion of the revenues in the Kroger Urban Redevelopment Tax Increment Equivalent Fund (KTIF) Fund (as defined in Section _ of the TIF Ordinance) which are otherwise payable to Company. Company shall have the right to pledge Company's share of the TIF revenues to pay for some or all of the Company's TIF-eligible costs.

Section 1.05 Construction. Construction of the Public Improvements shall be in accordance with the provisions of Exhibit B. Commencement of construction of the Public Improvements and the Private Improvements shall be subject to compliance with Legal Requirements (as hereinafter defined). The Company and the Village agree to work in good faith

to amend the Project Schedule as necessary to account for delays occasioned by economic and other ramifications, complications and other hindrances constituting “force majeure”, including those arising due to the COVID-19 international pandemic.

Section 1.06 Compliance with Laws, Rules and Regulations. The Company and its respective officers, agents, employees and any other persons over whom the Company has control, shall comply with all applicable present and future laws and ordinances of the Village, Federal, State and other local governmental bodies, applicable to or affecting directly or indirectly (a) the Company or its operations and activities on or in connection with the construction and operation of the Development; and (b) which govern, control, or are required in connection with construction of the Private Improvements (collectively, the “Legal Requirements”).

Section 1.07 Insurance. In connection with the construction of the Private Improvements, the Company shall maintain or cause to be maintained insurance for protection from claims under workers’ compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages to property which may arise out of or result from operations and completed operations under this Agreement, whether such operations be by the Company, or by a subcontractor, agent, or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in this Agreement or required by law, whichever coverage is greater, and, as applicable, in a company or companies lawfully authorized to do business in the state of Ohio and having an AM Best rating of A+ or the equivalent. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 10 days’ prior written notice has been given to the Village. The Company shall cause the commercial liability coverage required by this Agreement to include the Village as an additional insured for claims caused in whole or in part by any of the Company’s acts or omissions, and/or any acts or omissions of any subcontractor, agent, or other person or entity directly or indirectly employed by any of them arising out of or relating to the construction of the Private Improvements.

The insurance required by this Agreement shall be written for not less than the following limits, or greater if required by law:

- (i) Workers’ Compensation limits shall be those required by statute.
- (ii) Commercial General Liability insurance including liability on this project and blanket coverage, which insures against bodily injury, personal and property damage claims arising from work conducted, services provided, and/or materials supplied by Company, or any of its subcontractors or agents with limits of at least One Million Dollars (\$1,000,000) combined single limit each occurrence; Two Million Dollars (\$2,000,000) general aggregate; and Two Million Dollars (\$2,000,000) products/completed operations aggregate.
- (iii) Employer’s Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) for bodily injury.
- (iv) Commercial/Business Automobile Liability insurance with minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence (bodily injury and property

damage liability). Coverage shall be for liability arising out of the use or operation of owned, hired, leased, and non-owned vehicles.

(v) Umbrella liability coverage of Five Million Dollars (\$5,000,000) above the policies referred to in Items (ii), (iii) and (iv).

The liability insurance required by this Agreement shall: (1) provide that it is primary and non-contributory to any other insurance or self-insurance that the Village may have, (2) obligate Company to pay any deductible or self-insured retention associated with any claim that is made under the policy, including any claim that may be made by an additional insured, (3) contain waivers of subrogation against the Village, if available, and (4) provide that the insurer(s) has/have a duty to defend against potentially covered claims and that the payment of defense costs by the insurer(s) shall not reduce or deplete the limits of liability under the policy(ies). The Company shall deliver to the Village Certificates of Insurance acceptable to all parties evidencing the insurance coverage required by this Agreement.

The Company may satisfy some or all of the foregoing requirements through an agreement with any general contractor specifying that it shall procure insurance that satisfies some or all of the foregoing requirements.

Upon request, Company shall provide Village with access to a Web-based memorandum of insurance evidencing the type and amount of coverage set forth in this Section. Village acknowledges and agrees that Company shall have the right to self-insure as to all or any of the coverages required to be maintained by Company under this Section if Company's net worth during the period of self-insurance shall be at least Fifty Million Dollars (\$50,000,000.00). If Company elects to self-insure all or any part of any risk that would otherwise be covered under the policies and limits described in this Section, Company shall treat Village as an additional insured under such self-insurance. In this regard, a web-based memorandum of insurance made available to Village by Company evidencing such coverage and additional insured shall be acceptable to Village in lieu of any certificate of insurance.

Article II

CRA; Tax Increment Financing; Job Creation Tax Incentives; Village Support

Section 2.01. CRA; Tax Increment Financing. The Village has established the CRA and pursuant thereto, and subject to the approval of the Village Council and the Bedford City School District Board of Education, agrees to enter into a Community Reinvestment Area Agreement ("CRA Agreement") pursuant to Ohio Revised Code Section 3735.671, under which the Village shall provide each new structure on the Project Site with a CRA exemption applicable to 75% of the assessed value of the structure for a period of 15 years (the "CRA Exemption"). The CRA Exemption shall be granted separately for each structure that constitutes part of the Development. If the annual payroll at the Development, whether from the Company or otherwise, is less than \$18,000,000 for any calendar year beginning with the third (3rd) calendar year after the Development is completed, the Village may terminate the CRA Exemption if the Village requests a Shortfall Payment (defined below) from the Company in writing pursuant to the notice provisions in the CRA Agreement and the Company does not make the Shortfall Payment within ninety (90) days after receipt of the written request. The Shortfall Payment shall be equal to the difference between \$450,000 and the amount of income tax revenue received by the Village for that calendar

year from the Development. In addition, the Village and the Company agree, pursuant to R.C. Section 5709.41, to enter into a Tax Increment Financing Agreement pursuant to which the Development shall be granted, with respect to Improvements (as defined in R.C. Section 5709.41), a thirty (30) year, one hundred percent (100%), tax increment financing exemption from real property taxation, for a period commencing on a parcel-by-parcel basis for each parcel the earlier of (i) the first tax year for which there is an Improvement of at least \$100,000 for that parcel, or (ii) tax year 2026 and ending for each parcel on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the Village can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Section 5709.41 and the TIF Ordinance (the "TIF Exemption"). After credit to the Company of any Excess TIF Revenue Credit (defined below), the Village shall receive one hundred percent (100%) of the net TIF revenues on an annual basis for years 1 through 15 of the TIF Exemption. In years 16 through 30 of the TIF Exemption, the Village agrees to provide fifty percent (50%) of the net TIF revenues (i.e., the total TIF revenues minus the Bedford City School District's share of TIF Revenues) to the Company on an annual basis. The Village and the Company intend for the CRA Exemption to take priority over the TIF Exemption. Pursuant to a TIF Agreement, the Village will reimburse the Company from the (KTIF) Fund for all TIF-eligible costs plus interest thereon. Interest on the unpaid portion of the TIF-eligible costs will accrue from the date on which the Village certifies to the Company the portion of the costs has been approved by the Village for reimbursement out of the KTIF Fund; provided, that if the Village shall fail to certify such approved portion of the costs within fifteen (15) days of its receipt of a request from the Company, interest shall accrue from the date which is fifteen (15) days following the Village's receipt of the request. Additionally, if at any time before the end of calendar year 2028, a second structure is completed to handle robotic research, development and/or manufacturing on a separate parcel, the Village will approve another 30-year, 100% non-school TIF exemption for that parcel. Additionally, the Village shall provide a 50% share of net TIF revenues to the Company on an annual basis for years 1 through 15 of that TIF exemption, plus any Excess TIF Revenue Credit. The "Excess TIF Revenue Credit" is the aggregate amount, if any, of net TIF revenues received by the Village from the incremental market value (aka "true value in money") of the Development above Twenty-Five Million Dollars (\$25,000,000) as finally determined by the Cuyahoga County Fiscal Officer, up to the aggregate amount, if any, of Shortfall Payments made by the Company. As an example for illustrative purposes only, if (i) the incremental market value of the Development exceeds \$25,000,000, resulting in \$30,000 of additional net TIF revenue, and (ii) one or more Shortfall Payments of \$20,000 in the aggregate have been made, then the Excess TIF Revenue Credit to the Company shall equal \$20,000.

Section 2.02. Additional Village Support. The Village will waive all tap-in permits and review fees related to any construction on the Project Site. Additionally, the Village agrees in good faith to cooperate with the Company to secure in a timely manner all necessary and proper building and zoning approvals, permits, variances, and conditional use permits, including, but not limited to:

- (a) A variance to Oakwood Village Code Section 1190.09 or conditional use permit reducing the existing wetlands setback from fifty (50) feet to zero (0) feet.
- (b) A variance to Oakwood Village Code Section 1173.09 or conditional use permit allowing exterior walls of each elevation to be construction of insulated metal panels.

- (c) A variance to Oakwood Village Code Section 1173.07 or conditional use permit allowing a building height of fifty (50) feet for the main building.
- (d) A zoning certificate and all other necessary governmental approvals allowing the use of buildings for the purpose of receiving and reloading of groceries and other goods transported to and from the Project Site by motor vehicles, including trailers, as well as a gasoline station, a service station, a repair shop operated in conjunction with that use, and parking for at least:
 - a. 25 tractor units
 - b. 35 trailers
 - c. 250 delivery vans
 - d. 500 personal vehicles

Section 2.03. No Violation of JEDZ Agreements. The parties recognize that the Village is a party to a certain Joint Economic Development Zone Agreement (“JEDZ”) with the City of Cleveland, Ohio dated October 22, 2007, which restricts the ability of the Village to offer certain economic incentives to business re-locating from Cleveland to the Village and requires the sharing of certain tax and other revenues in certain instances in which businesses move between Cleveland and the Village.

Section 2.04. State Grant Funds. The Village shall provide all State of Ohio grant funds provided to the Village as a conduit for costs associated with the Project incurred by the Company, including 629 Grant funds, promptly to the Company after the Village receives such funds.

Section 2.05. Reimbursement of Professional Fees. The Company shall reimburse the Village for its reasonable professional fees and expenses incurred in the formulation of this Agreement and the other agreements called for herein, up to a maximum amount of Forty-Five Thousand and 00/100 Dollars (\$45,000.00).

Article III

Plans and Specifications - Reviews, Approvals and Permits

Section 3.01. Private Improvements. The Company shall submit to the applicable Village bodies for review and approval its plans, drawings, and other materials in connection with the Development (the “Plans and Specifications”). The Village’s review shall be consistent with the applicable Village requirements. The Plans and Specifications shall include, but not be limited to, a site plan, building layout, elevations of structures, parking, landscaping, signage, and any other planning materials that reasonably are required by the applicable Village bodies. The Village shall cause timely review of all Plans and Specifications and shall issue its decisions not later than thirty (30) days after application for permits have been made by Company.

Section 3.02. Public Improvements. Responsibility for drawings and specifications, construction and payment for Public Improvements is set forth in Exhibit B.

Article IV

Covenants and Obligations; Representations of Village and Company

Section 4.01 Binding Nature of Obligations.

(a) Except as otherwise specified in this Agreement or terminated in accordance with the terms of this Agreement, the duty to perform the obligations of this Agreement shall be binding and enforceable by the Village against the Company, or any successor or assigns of Company and, with respect to Service Payments only, any future Owner.

(b) Except as otherwise set forth in this Agreement, the rights of the Company, or any successor or assign of Company's obligations hereunder, shall not be terminated by the Village for any cause other than an Event of Default occurring hereunder (as defined in Section 6.01).

Section 4.02 Village's Representations.

The Village represents, warrants and covenants to and with the Company that as of the Effective Date:

(a) The Village is a Charter Village validly existing under the laws of the State of Ohio, and the Village has all necessary power and authority to enter into and perform the Village's obligations under this Agreement.

(b) The Village has taken all actions required to be taken under the laws of the State of Ohio and under the Village's governing documents to approve or authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

(c) The Village reasonably believes that it can perform its obligations hereunder with respect to the CRA and TIF.

Section 4.03 Company's Representations.

The Company represents, warrants and covenants to and with the Village that as of the Effective Date:

(a) The Company is duly organized and validly existing as a corporation under the laws of the State of Ohio and is in full force and effect under the laws of the State of Ohio. The Company is authorized to do business in the State of Ohio and is properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it and the work to be performed under this Agreement.

(b) This Agreement has been duly executed, authorized and delivered by Company and is a valid and binding obligation of the Company, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally and to the extent the same may be subject to the exercise of judicial discretion in accordance with general principles of equity.

(c) This Agreement and the consummation of these transactions are valid and binding upon the Company and do not constitute a default (or an event which with notice and passage of time or both will constitute default) under its Articles of Incorporation or any contract to which the Company is a party or by which it is bound.

(d) So long as this Agreement is in effect and Company undertakes and completes construction of the Building, Company shall provide the donations and grants, or cause the provision of such donations or grants, as are set forth in Schedule I, attached hereto and incorporated by reference herein.

Section 4.04 Maintenance of Development and Public Improvements. Village and Company agree that, following completion of the Public Improvements, (a) Company shall maintain the roadways which are located on the Project Site until such time as the roadways are dedicated to the Village, at which time the Village shall maintain the dedicated roadways together with all associated drainage, detention and easement areas located within the Village right-of-way or subject to a maintenance easement and predominantly devoted to servicing public roadways and rights of way, (b) Village shall maintain any bike or walking trails, (c) Village shall maintain or cause the applicable utility to maintain all utilities within the roadways or public easements and the trail along Macedonia Rd. and (d) Company or any subsequent owner of a parcel within the Project Site shall maintain utility connections to such parcels. In addition, the Village shall maintain landscaping on the mounds constructed adjacent to Macedonia Rd. on such parcels and watering of such landscaping.

Article V

Indemnification

Section 5.01. By Company. In addition to the obligations of the Company, as set forth in this Agreement, except to the extent caused by the willful misconduct or negligence of Village or its agents, employees or officials, the Company shall indemnify, defend and hold harmless the Village and its agents, employees and public officials from and against any and all suits, claims, damages, losses, costs or expenses (including reasonable attorneys' fees) arising out of, or resulting from (i) the construction and financing of the Private Improvements, (ii) claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of the Company, its officers, agents or employees; and (iii) injury or damages received or sustained by any party because of the negligent, willful and/or wanton acts of the Company, its officers, agents or employees, consultants, sub-consultants, and/or subcontractor.

Article VI

Events of Default

The following events are "Events of Default" under this Agreement:

Section 6.01 Events of Default by Company.

(a) The Company fails to materially comply with any term, provision, or covenant of this Agreement, and the Company fails, within sixty (60) days after written demand from the Village, to remedy such failure, unless such failure cannot be cured within such time period, in which case the time for remedying the failure shall be extended so long as the Company is diligently pursuing a remedy to said failure, so long as Company commences such cure during the initial sixty (60) day period and diligently pursues such cure to completion, subject to Force Majeure.

(b) Prior to the completion of the Private Improvements, the Company (1) is adjudged insolvent, (2) admits in writing its inability to pay its debts generally as they become due, (3) makes a fraudulent transfer, or (4) makes an assignment for the benefit of creditors.

(c) Prior to the completion of the Private Improvements, the Company (1) files a petition under any section or chapter of the federal bankruptcy laws, as amended, or under any similar law or statute of the United States or any state thereof; or (2) is adjudged bankrupt or insolvent in proceedings filed against the Company under those laws or statutes.

(d) Prior to the completion of the Private Improvements, a receiver or trustee is appointed for all or substantially all of the assets of the Company, which receiver is not discharged within ninety (90) days after the appointment.

Section 6.02 Events of Default by the Village. The Village fails to materially comply with any term, provision, or covenant of this Agreement, and the Village fails, within sixty (60) days after written demand from the Company, to remedy such failure, unless such failure cannot be cured within such time period, in which case the time for remedying such failure shall be extended so long as the Village is diligently pursuing a remedy to such failure, so long as Village commences such cure during the initial sixty (60) day period and diligently pursues such cure to completion.

Article VII

Remedies

Section 7.01 Generally. If any Event of Default occurs, the defaulting party shall promptly (and in any event within the cure period set forth above) cure or remedy such Event of Default. In case such action is not taken or not diligently pursued, or the Event of Default is not cured or remedied within the required time, the non-defaulting party may:

(a) institute any proceedings that it deems reasonably necessary to recover actual out-of-pocket costs incurred by the Village as the result of the Event of Default (under no circumstances shall the Company be liable for indirect, special, punitive or consequential damages), or

(b) institute any proceedings that it deems reasonably necessary to cure and remedy the Event of Default; provided, however, that the Village will have no right to compel specific performance of the Company's obligations under this Agreement.

Section 7.02 No Waiver by Delay. Any delay by the Village or the Company in asserting its rights under this Agreement shall not operate as a waiver of those rights or deprive the party of or otherwise limit those rights in any way. It is the intention of the parties that the Village shall not be constrained, so as to avoid the risk of being deprived or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches, or otherwise. The parties may exercise any remedy at a time when the parties may still hope to resolve the problems created by an Event of Default. No waiver in fact made by a party with respect to any specific default under this Agreement may be considered or treated as a waiver of the rights of a party with respect to any other defaults by the other party under this Agreement, or with respect to the particular default except to the extent specifically waived in writing.

Article VIII Force Majeure

Except as otherwise provided, neither the Village nor the Company will be considered in default of its obligations under this Agreement, if a delay in performance is due to a Force Majeure Event, to the extent such Force Majeure Event materially affects the performance of such party. As used herein "Force Majeure Event" means acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; strikes; labor disputes; insurrections, civil disturbances; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; other weather conditions; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities or machinery; partial or entire failure of utilities; acts of terrorism or threats of terrorism; and unavailability of labor or materials due to the occurrence of any of the foregoing events.

It is the intent of the parties that in the event of the occurrence of any Force Majeure Event, the time or times for performance shall be extended for the period of such Force Majeure Event. However, the parties seeking the benefit of the provisions of this Article VIII must within fifteen (15) days after the later of the beginning of the Force Majeure Event or after reasonably recognizing that a Force Majeure Event has occurred, notify the other party in writing of the cause and, if possible at the time of notice, the expected duration of the delay caused by the Force Majeure Event.

Article IX Further Assurances; Full Disclosure; Good Faith and Fair Dealing

The Village and the Company agree to execute such other and further documents as may be necessary or required to consummate or more fully confirm the transactions contemplated hereby. Without limitation of the foregoing, the Village acknowledges that (i) it may be required to, and in such event agrees that it will, enter into a cooperative or other agreement in connection with any financing of the Development, pursuant to which it will agree, among other provisions, to the pledge and transfer of that portion of the monies in the KTIF Fund which are otherwise payable to Company, subject to approval of any such agreement by Village Council to the extent required by law and (ii) it will be required to enter into a mutually agreeable CRA Agreement subject to approval by Village Council consistent with Ohio Revised Code Section 3735.671 and this Agreement. Each respective party covenants that no representation or warranty of such representing party contained herein contains any untrue statement of any material fact as of the time such representation or warranty is made and, to the knowledge of such representing party, no such representation or warranty omits or will omit to state a material fact necessary in order to make such representing party's representations and warranties contained herein or therein not misleading. From and after the date hereof, the Village and the Company agree to cooperate with one another in good faith, and to deal fairly with one another and to resolve unforeseen conditions arising subsequent to the execution of this Agreement.

Article X Miscellaneous

Section 10.01 Notices. Any notice or demand required or permitted to be given by or to either of the parties hereto and every alleged breach of a warranty or representation contained in this Agreement shall be made in writing and shall be deemed to have been given or delivered, as the case may be, when delivered by: (a) hand delivery; (b) express overnight delivery service; or (c) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon: (i) receipt, if hand delivered; (ii) the next business day, if delivered by express overnight delivery service; or (iii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses specified below:

If to Village: Village of Oakwood
24800 Broadway Avenue
Oakwood, OH 44146
Attention: Mayor Gary V. Gottschalk

With a Copy to: Mazanec, Raskin & Ryder Co., LPA
100 Franklin's Row
34305 Solon Road
Cleveland, Ohio 44139
Attention: James A. Climer, Esq.

If to Company: The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202
Attn: Tax Department, Economic Development

And to: The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202
Attn: Law Department (Logistics, Real Estate)

With a Copy to: Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215
Attn: Scott J. Ziance

Each party may designate, by written notice, another person or address to whom any communication may be sent.

Section 10.02 Termination of Agreement; Conditional Execution and Delivery. Notwithstanding anything contained in this Agreement to the contrary, the Company and the Village acknowledge and agree that this Agreement shall terminate and be of no further force and effect upon the Company's failure to acquire the Project Site identified in Exhibit A (either directly or through its affiliate) on or before March 31, 2022. Upon termination, the Company and the Village shall thereafter have no further duties or obligations hereunder. At the request of either party, the Company and the Village shall execute an agreement evidencing any such termination.

Section 10.03 Non-Waiver. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

Section 10.04 Paragraph Headings. The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any matter to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

Section 10.05 Legal Relationship of Parties. It is expressly understood and agreed that during the term of this Agreement, the Company shall be engaged solely as an independent contractor and the Village shall be acting as a municipal corporation, and neither shall have any right to control the other's officials, employees, agents, contractors, or representatives. It is further expressly understood that Company's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Company. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the Village and Company, its officers, employees, agents, contractors or representatives; and Company shall have no authority whether express, implied, apparent or otherwise to bind or obligate the Village in terms of any third parties.

Section 10.06 No Partnership. Nothing contained herein shall make, or be deemed to make, the Village and the Company a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

Section 10.07 Singular and Plural. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

Section 10.08 Binding Effect and Successors and Assigns; Third-Party Beneficiary. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Village and the Company respectively and their respective partners, successors, assigns and legal representatives. Notwithstanding anything to the contrary contained within this Agreement, except conditioned upon Company meeting the terms of Section 1.01 above, Company may assign rights, interests, obligations and responsibilities under this Agreement in whole or in part (i) to differing owners of parcels of real estate within the Project Site, (ii) to a lender as part of financing the development of the Project Site or the financing of the partially or fully developed Project Site, (iii) to an entity controlling, controlled by or under common control with the Company, and/or (iv) otherwise with the consent of the Village, which will not be unreasonably withheld.

Section 10.09 Governing Law. This Agreement shall be governed by the laws of the State of Ohio. All disputes arising under this Agreement shall be litigated in the Cuyahoga County Court of Common Pleas or the Federal Court for the Northern District of Ohio and the parties consent to submit themselves to the jurisdiction and venue of that court.

Section 10.10 Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, it shall not affect any other provision of this Agreement.

Section 10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

Section 10.12 Amendments. This Agreement shall not be amended, supplemented or modified except by an instrument in writing executed by the Village and the Company.

Section 10.13 Consent not to be Unreasonably Withheld. Whenever the phrase, consent not to be unreasonably withheld or a similar phrase is used in this Agreement, it shall mean not unreasonably withheld, conditioned or delayed.

[BALANCE OF PAGE INTENTIONALLY BLANK; SIGNATURES FOLLOW.]

Vorys draft of 2/15/22

IN WITNESS WHEREOF, the Village and the Company have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

“Village”

THE VILLAGE OF OAKWOOD, CUYAHOGA COUNTY, OHIO,
a body politic and corporate duly existing under
the laws of the State of Ohio

By: _____
Gary V. Gottschalk, Mayor

Dated: _____, 2022

Approved as to form
James A. Climer, Law Director

Dated: _____, 2022

FISCAL OFFICER'S CERTIFICATE

The undersigned Fiscal Officer of Oakwood Village, Ohio, hereby certifies that the money required to meet the obligations of Oakwood Village under the attached agreement during the year 2022 has been lawfully appropriated by Oakwood Village for those purposes and is in the treasury of Oakwood Village or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Section 5705.41.

Dated: _____, 2022

_____, Fiscal Officer

Oakwood Village, Ohio

Vorys draft of 2/15/22

“Company”

THE KROGER CO., an Ohio corporation

By: _____

Dated: _____, 2022

Kroger Fulfillment Network LLC, an Ohio limited liability company

By: _____

Dated: _____, 2022

SCHEDULE I

DONATIONS

Oakwood Youth Program	
2022	\$45,000.00
2023-2039	\$50,000.00

Bedford City School District

\$40,000.00 per year for the years commencing with the second year of the Company's CRA Exemption and continuing for a total of 15 years of donations, provided that the Bedford City School District will provide the Company with public recognition for the donation in a manner consistent with how it recognizes similar corporate donations

Landscaping Maintenance

Company shall contribute up to \$17,500 of the actual, reasonable maintenance costs incurred by the Village per year for five (5) years commencing in calendar year 2023 and concluding in calendar year 2027.

Landscape Irrigation Costs

Company shall contribute up to \$15,000 of the actual landscape irrigation costs per year for five (5) years commencing in calendar year 2023 and concluding in calendar year 2027.

The Village shall provide an invoice to the Company by June 1 on an annual basis for the years listed above for the donation to the Oakwood Youth Program, and contributions to the landscaping maintenance costs and landscape irrigation costs. The Company shall pay the invoice within sixty (60) days of receipt.

EXHIBIT A

PROJECT SITE

EXHIBIT B

PUBLIC IMPROVEMENTS

Public Improvements will include:

- (i) a two (2) lane public roadway along I-480/I-270 which intersects Alexander Road providing access to the Project Site and completion of any utilities necessary for the sole benefit of the Private Improvements within said roadway or public easements/rights of way, which may include gas, electric, telecommunications, cable, water, sanitary sewer, and stormwater drainage utilities to be completed by December 31, 2022 (the "Roadway"); to be designed and constructed by the Company at its cost to Village standards pursuant to an agreed-upon inspection protocol as reduced by any grants secured through joint good faith efforts of the Company and the Village and subsequently dedicated to the Village by the Company;
- (ii) six (6) foot wide concrete all-purpose trail to be designed and constructed by the Village along Macedonia Road from the most southerly portion of the Project Site abutting Macedonia Road and extending to Alexander Road within the Village right of way or an easement dedicated to the Village for that purpose, to be completed by December 31, 2024; the Company shall contribute up to one hundred eighty thousand dollars (\$180,000) towards the construction of the trail (with the balance of the cost to be paid by the Village);
- (iii) signalization and realignment of Fair Oaks Road at Alexander Road adjacent to the Project Site entrance; to be completed by December 31, 2023; to be designed and constructed by Village at the Village's cost as reduced by any grants secured through joint good faith efforts of Company and Village;
- (iv) synchronization of the foregoing signals with the traffic signals and signs located at the intersection of Oak Leaf Road and Alexander Road; to be completed by December 31, 2023; to be undertaken at Village's sole cost and control; and
- (v) the Village shall, at its cost, design and perform the necessary reconstruction of Oak Leaf Road and Fair Oaks Roads from the I-271 South entrance ramp at Broadway Avenue to Oak Leaf Oval by December 31, 2026 and from Oak Leaf Oval to Alexander Road by December 31, 2028.

EXHIBIT C

SITE IMPROVEMENTS

Existing mounding along Macedonia Rd. shall be extended both north and south to the Project Site boundary. The additions and any modifications shall be compatible with the design and purpose of the original mounding and landscaping of same.

ORDINANCE NO. 2022- 12

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ACKNOWLEDGEMENT OF TERMINATION OF THE PROJECT DEVELOPMENT AGREEMENT WITH PREMIER OAKWOOD, LLC (HEREINAFTER "THE COMPANY") AND DECLARING AN EMERGENCY.

WHEREAS the Village of Oakwood (hereinafter "Oakwood") and the Company entered into a certain Project Development Agreement effective February 11, 2021 (hereinafter "the Agreement"); and,

WHEREAS the COVID 19 epidemic and substantial changes in the demand for office space have adversely altered the potential for the project as originally proposed by the Company; and,

WHEREAS Oakwood and the Company deem it advantageous to each of them to terminate the Agreement so as to permit alternate development plans to proceed on the property located near the intersection of Alexander Road and Macedonia Road in Oakwood;

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 Acknowledgement of Termination of the Project Development Agreement substantially in the form 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 termination of the foregoing Agreement permits the Village to take advantage of time-sensitive development opportunities for the economic well-being of the Village and its residents which opportunities are imperiled by undue delay and, 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

Christine Morgan, 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. 2022-12 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2022.

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. 2022-12 was duly posted on the _____ day of _____, 2022, 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 said Village.

Christine Morgan, Clerk of Council

DATED: _____

EXHIBIT "A"

**ACKNOWLEDGMENT OF TERMINATION OF THE
PROJECT DEVELOPMENT AGREEMENT
Village of Oakwood – Premier Oakwood, LLC Project**

This Acknowledgment of Termination of the Project Development Agreement (this "Acknowledgment") is made and entered into by and among the VILLAGE OF OAKWOOD (the "**Village**"), a political subdivision organized and existing under the laws of the State of Ohio, and PREMIER OAKWOOD, LLC, an Ohio limited liability company (the "**Developer**").

WITNESSETH:

WHEREAS, the Village and the Developer entered into a Project Development Agreement, effective as of February 11, 2021 (the "**Agreement**") pursuant to which the Developer agreed to redevelop certain parcels of real property (the "**Property**"), as more fully described in Exhibits A-1, A-2 and A-3 of the Agreement; and

WHEREAS, the Developer intended to construct a multiple phase commercial real estate project, consisting of buildings and other commercial real estate components, along with related public infrastructure improvements, site improvements and landscaping (the "**Project**"), thereby creating jobs and employment opportunities within the Village; and

WHEREAS, the COVID 19 epidemic and substantial changes in the demand for office space have materially altered the potential for the project as originally proposed by the Developer in the Agreement, the Developer and the Village have reevaluated and believe that it is in their mutual interest to permit the Developer to sell a substantial portion of the Property to another company that plans to undertake its own development project; and

WHEREAS, the Village and the Developer desire to terminate the Agreement so that the new plans for the development of the Property can proceed;

WHEREAS, the Village Council passed Ordinance No. ____ on _____, 2022, approving the termination of the Agreement and authorizing the execution of this Acknowledgment; and

WHEREAS, the Village and the Developer desire to execute this Acknowledgment to document the termination of the Agreement and of all of the rights and obligations contained therein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties from the termination of the Agreement, the parties hereby agree to the following:

Section 1. The Village and the Developer hereby acknowledge and agree that the Agreement is terminated effective upon the date of this Acknowledgment, and that no provision

of the Agreement shall remain in effect after such effective date except the Developer's commitment to pay the Village's reasonable landscaping and professional fees.

Section 2. The Village and the Developer each waives any and all rights it had or may have had under the Agreement.

Section 3. This Acknowledgement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Acknowledgement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgment to be executed by their duly authorized representatives, effective as of _____, 2022.

VILLAGE OF OAKWOOD

By: _____

Print Name: _____

Title: _____

Approved as to legal form:

James A. Climer, Law Director
Village of Oakwood

PREMIER OAKWOOD, LLC

By: _____

Print Name: _____

Title: _____

DRAFT
Dated: 2/18/22/2022

**ACKNOWLEDGMENT OF TERMINATION OF THE
PROJECT DEVELOPMENT AGREEMENT
Village of Oakwood – Premier Oakwood, LLC Project**

This Acknowledgment of Termination of the Project Development Agreement (this "Acknowledgment") is made and entered into by and among the VILLAGE OF OAKWOOD (the "Village"), a political subdivision organized and existing under the laws of the State of Ohio, and PREMIER OAKWOOD, LLC, an Ohio limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Village and the Developer entered into a Project Development Agreement, effective as of February 11, 2021 (the "Agreement") pursuant to which the Developer agreed to redevelop certain parcels of real property (the "Property"), as more fully described in Exhibits A-1, A-2 and A-3 of the Agreement; and

WHEREAS, the Developer intended to construct a multiple phase commercial real estate project, consisting of buildings and other commercial real estate components, along with related public infrastructure improvements, site improvements and landscaping (the "Project"), thereby creating jobs and employment opportunities within the Village; and

WHEREAS, the COVID 19 epidemic and substantial changes in the demand for office space have materially altered the potential for the project as originally proposed by the Developer in the Agreement, the Developer and the Village have reevaluated and believe that it is in their mutual interest to permit the Developer to sell ~~a substantial portion~~ substantially all of the Property to another company that plans to undertake its own development project; (the completion of the closing upon such sale by recording of the appropriate deed(s), the "Closing"); and

WHEREAS, the Village and the Developer desire to terminate the Agreement so that the new plans for the development of the Property can proceed;

WHEREAS, the Village Council passed Ordinance No. _____ on _____, 2022, approving the termination of the Agreement and authorizing the execution of this Acknowledgment; and

WHEREAS, the Village and the Developer desire to execute this Acknowledgment to document the termination of the Agreement and of all of the rights and obligations contained therein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties from the termination of the Agreement, the parties hereby agree to the following:

Section 1. ~~The~~ Conditioned upon the occurrence of the Closing, the Village and the Developer hereby acknowledge and agree that the Agreement is terminated effective upon the date of this Acknowledgment, and that no provision of the Agreement shall remain in effect after such effective date ~~except, including without limitation any donations, contributions or other~~

expenditures by Developer to the Village or the Board of Education for the Bedford City School District, excepting only the Developer's commitment to pay the Village's reasonable landscaping fees to date regarding the Project and professional fees; incurred prior to the date hereof regarding the Project Development Agreement (the "Developer's Surviving Obligations").

Section 2. The Village and the Developer each waives any and all rights it had or may have had under the Agreement; and the obligations of the other party, except as to the Developer's Surviving Obligations.

Section 3. This Acknowledgement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Acknowledgement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgment to be executed by their duly authorized representatives, effective as of _____, 2022.

VILLAGE OF OAKWOOD

By: _____

Print Name: _____

Title: _____

Approved as to legal form:

James A. Climer, Law Director

PREMIER OAKWOOD, LLC

By: Premier Managers, LLC, its Manager

By: _____

Print Name: _____Kevin R. Callahan

Title: _____Manager

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RESOLUTION 2022-13
INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE
**A RESOLUTION OF CONDOLENCE TO THE FAMILY OF
GERALDINE TEELE**

WHEREAS Geraldine Teele left peacefully for her Heavenly home on December 28, 2021, after a short battle with cancer; and

WHEREAS Geraldine was born in Bronwood, Georgia, on August 5, 1934. The middle child of 3 children, she would attend Terrell County Schools in Georgia; and

WHEREAS like two ships passing in the night, Geraldine would meet her one true love, the late Obie Gardner, as they slipped by each other on the stairs of Cleveland Heights apartments; and

WHEREAS they would move to Oakwood Village in 1999 where they would raise the children- Willie Wilbon, the late Denise Teele-Taylor, Lawdene Teele, Reginald Teel, Angela Teele-Sawyer and the late Marvin Gardner; and

WHEREAS Geraldine worked for many years to support her family until she was able to retire and enjoy life with her children, her 22 grandchildren and 24 great-grandchildren. They could hear her coming as she arrived blasting music in her truck and would not get out until her song was done. She loved her music as well as to sing and dance; and

WHEREAS she never knew a stranger, and everybody knew Geraldine. She never missed a Wednesday church service and every Saturday she could be found at her favorite restaurants Open Pit and Mr. Chicken; and

WHEREAS Geraldine was a character and was loved by everyone. She had strength, spark and spunk even as she battled cancer. She was definitely one of a kind.

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

SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of Geraldine Teele, and hope the fond memories of such a fine, caring person comforts them in their loss.

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Geraldine Teele.

SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Christine Morgan, Clerk of Council

Johnnie A. Warren, Council President

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 Resolution No. 2022-13 was duly and regularly passed by this Council at the meeting held on the ____ day of _____ 2022.

Christine Morgan, Clerk of Council

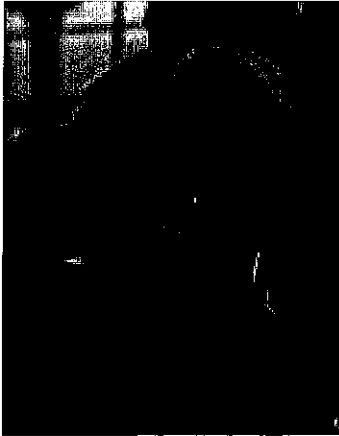
POSTING CERTIFICATE

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Resolution No. 2021-13 was duly posted on the ____ day of _____, 2022, and will remain posted for a period of fifteen (15) days thereafter as provided in the Village Charter.

Christine Morgan, Clerk of Council

DATED: _____

**A RESOLUTION OF CONDOLENCE TO THE FAMILY OF
GERALDINE TEELE**



WHEREAS Geraldine Teele left peacefully for her Heavenly home on December 28, 2021, after a short battle with cancer; and

WHEREAS Geraldine was born in Bronwood, Georgia, on August 5, 1934. The middle child of 3 children, she would attend Terrell County Schools in Georgia; and

WHEREAS like two ships passing in the night, Geraldine would meet her one true love, the late Obie Gardner, as they slipped by each other on the stairs of Cleveland Heights apartments; and

WHEREAS they would move to Oakwood Village in 1999 where they would raise the children- Willie Wilbon, the late Denise Teele-Taylor, Lawdene Teele, Reginald Teel, Angela Teele-Sawyer and the late Marvin Gardner; and

WHEREAS Geraldine worked for many years to support her family until she was able to retire and enjoy life with her children, her 22 grandchildren and 24 great-grandchildren. They could hear her coming as she arrived blasting music in her truck and would not get out until her song was done. She loved her music as well as to sing and dance; and

WHEREAS she never knew a stranger, and everybody knew Geraldine. She never missed a Wednesday church service and every Saturday she could be found at her favorite restaurants Open Pit and Mr. Chicken; and

WHEREAS Geraldine was a character and was loved by everyone. She had strength, spark and spunk even as she battled cancer. She was definitely one of a kind.

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

SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of Sheila Ann Moore Thompson and hope the fond memories of such a fine, caring person comforts them in their loss.

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Sheila Ann Moore Thompson.

SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

Council President Johnnie A. Warren

Councilperson Ward 1 Chris Callender

Councilperson Ward 2 Eloise Hardin

Councilperson Ward 3 Paggie C. Matlock

Councilperson Ward 4 Mary Davis

Councilperson Ward 5 Candace Williams

RESOLUTION 2022-14

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION OF CONDOLENCE TO THE FAMILY OF
THE HONORABLE PAULA R.A. MIZSAK**

WHEREAS although she was loved and honored here on Earth, the Honorable Paula R.A. Mizsak earned her wings when she was called away on February 18, 2022, to her Heavenly home; and

WHEREAS a member of the Bedford City Council since January 1996, Paula set the record as the longest continuous member as well as the longest serving woman in an elected or appointed position. She exemplified a life well lived as she was devoted to serving and helping others. Paula would first enter City Government as a member of the Bedford Board of Zoning Appeals in 1984 for over a decade, succeeding her husband, Andrew. Her role in Bedford was never about political aspirations; it was about making her adopted home a better place; and

WHEREAS born January 11, 1946, in Garfield Heights, she was the daughter and granddaughter of Italian immigrants. She learned early on the importance of service and patriotism. Her father, Charles DelPizzo, was a World War II veteran and her uncles were active in civic life in Garfield Heights in the 1950s and 1960s. Her mother, Palma Santoro DelPizzo would become an American citizen in 1954. Through her family, she learned early on the importance of building a strong neighboring community. Paula was quick to help neighbors-especially Seniors-where she would take the time to check in on them or drive them to pick up food; and

WHEREAS she would marry her high school sweetheart, Andrew Patrick Mizsak, and together during their 56 years, would raise three children: Angela (David) Paulini, Melissa (Thomas) Sainclair and the Honorable Andrew C.M. (Dana) Mizsak on Santin Circle in Bedford. She would later become the proud grandmother of Anthony, Talia and Larissa Sainclair; and

WHEREAS prior to and during her service in City Government in Bedford, Paula was an active volunteer in her daughters' Girl Scout troop and her son's Cub Scout pack as well as PTA mom, field trip chaperone, band parent, choir parent, athletic booster and after-prom volunteer with Bedford Schools. She rarely missed a musical performance, athletic competition or important event for any of her children-even as adults; and

WHEREAS to all the friends of her children, she was like a second mom and was lovingly known as "Aunt Paula." Everyone was welcomed in her home as if it were their own. At Paula's table, there was always an extra chair and an extra plate for good company; and

WHEREAS during her tenure, Paula was a two-time Woman of the Year for the Bedford/Walton Hills Democratic Party, a recipient of the Nancy M. Lachowski Lifetime Achievement Award and numerous other commendations. She participated as a former member of the Bedford Historical Society, the Bedford and Southeast Chambers of Commerce, Northeast Ohio City Council Association, Democratic Municipal Officials and the Italian American Brotherhood Club. Paula and Andrew were active members of Our Lady of Hope Parish. In her down time, she loved to watch Cleveland Indians baseball and any Steve Harvey show while enjoying baked treats; and

WHEREAS Paula was a pillar of the Bedford community as well as the surrounding municipalities. To honor her memory, consider doing something to make someone else's day a little better.

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

SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of the Honorable Paula R.A. Mizesak, and hope the fond memories of such a fine, caring person comforts them in their loss.

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of the Honorable Paula R.A. Mizesak.

SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Christine Morgan, Clerk of Council

Johnnie A. Warren, Council President

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 Resolution No. 2022-14 was duly and regularly passed by this Council at the meeting held on the ____ day of _____ 2022.

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 the foregoing Resolution No. 2021-14 was duly posted on the ____ day of _____, 2022, and will remain posted for a period of fifteen (15) days thereafter as provided in the Village Charter.

Christine Morgan, Clerk of Council

DATED: _____

**A RESOLUTION OF CONDOLENCE TO THE FAMILY OF
THE HONORABLE PAULA R.A MIZSAK**



WHEREAS although she was loved and honored here on Earth, the Honorable Paula R.A. Mizsak earned her wings when she was called away on February 18, 2022, to her Heavenly home; and

WHEREAS a member of the Bedford City Council since January 1996, Paula set the record as the longest continuous member as well as the longest serving woman in an elected or appointed position. She exemplified a life well lived as she was devoted to serving and helping others. Paula would first enter City Government as a member of the Bedford Board of Zoning Appeals in 1984 for over a decade, succeeding her husband, Andrew. Her role in Bedford was never about political aspirations; it was about making her adopted home a better place; and

WHEREAS born January 11, 1946, in Garfield Heights, she was the daughter and granddaughter of Italian immigrants. She learned early on the importance of service and patriotism. Her father, Charles DelPizzo, was a World War II veteran and her uncles were active in civic life in Garfield Heights in the 1950s and 1960s. Her mother, Palma Santoro DelPizzo would become an American citizen in 1954. Through her family, she learned early on the importance of building a strong neighboring community. Paula was quick to help neighbors-especially Seniors-where she would take the time to check in on them or drive them to pick up food; and

WHEREAS she would marry her high school sweetheart, Andrew Patrick Mizsak, and together during their 56 years, would raise three children: Angela (David) Paulini, Melissa (Thomas) Sainclair and the Honorable Andrew C.M. (Dana) Mizsak on Santin Circle in Bedford. She would later become the proud grandmother of Anthony, Talia and Larissa Sainclair; and

WHEREAS prior to and during her service in City Government in Bedford, Paula was an active volunteer in her daughters' Girl Scout troop and her son's Cub Scout pack as well as PTA mom, field trip chaperone, band parent, choir parent, athletic booster and after-prom volunteer with Bedford Schools. She rarely missed a musical performance, athletic competition or important event for any of her children-even as adults; and

WHEREAS to all the friends of her children, she was like a second mom and was lovingly known as "Aunt Paula." Everyone was welcomed in her home as if it were their own. At Paula's table, there was always an extra chair and an extra plate for good company; and

WHEREAS during her tenure, Paula was a two-time Woman of the Year for the Bedford/Walton Hills Democratic Party, a recipient of the Nancy M. Lachowski Lifetime Achievement Award and numerous other commendations. She participated as a former member of the Bedford Historical Society, the Bedford and Southeast Chambers of Commerce, Northeast Ohio City Council Association, Democratic Municipal Officials and the Italian American Brotherhood Club. Paula and Andrew were active members of Our Lady of Hope Parish. In her down time, she loved to watch Cleveland Indians baseball and any Steve Harvey show while enjoying baked treats; and

WHEREAS Paula was a pillar of the Bedford community as well as the surrounding municipalities. To honor her memory, consider doing something to make someone else's day a little better.

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

SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of Sheila Ann Moore Thompson and hope the fond memories of such a fine, caring person comforts them in their loss.

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Sheila Ann Moore Thompson.

SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

Mayor Gary V. Gottschalk

Council President Johnnie A. Warren

Council-at-Large Elaine Y. Gaither

Councilperson Ward 1 Chris Callender

Councilperson Ward 2 Eloise Hardin

Councilperson Ward 3 Paggie C. Matlock

Councilperson Ward 4 Mary Davis

Councilperson Ward 5 Candace Williams

ORDINANCE NO. 2022-15

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CHAGRIN VALLEY ENGINEERING LTD. AND SETTING FOR THE COMPENSATION AND FUNCTIONS OF THE VILLAGE ENGINEER AND HIS FIRM

WHEREAS the Oakwood Village Council passed Ordinance 2020-04 concerning the compensation of the Village Engineer on or about February 11, 2020; and

WHEREAS the compensation of the Engineer provided for him and his firm and for the performance of the duties and functions of his office are set forth in Exhibit A; and

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

SECTION 1. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Johnnie A. Warren, President of Council

Christine Morgan, 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. 2022-15 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2022.

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. 2022-15 was duly posted on the _____ day of _____, 2022, 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: _____

Exhibit A

CONTRACT FOR THE PROVISION OF MUNICIPAL ENGINEERING CONSULTING SERVICES TO THE VILLAGE OF OAKWOOD, OHIO

This agreement is set between the Village of Oakwood and Chagrin Valley Engineering, Ltd., for the provision of Municipal Engineering Consulting Services.

Section 1. Edward J. Hren, P.E. (hereinafter referred to as "Engineer") and Matthew M. Jones, P.E. (hereinafter referred to as "Assistant Engineer", duly licensed as a Professional Engineers, in conjunction with Chagrin Valley Engineering, Ltd., (hereafter referred to as "CVE") are hereby designated as the Consulting Municipal Engineer and Assistant Consulting Municipal Engineer for the Village of Oakwood, Ohio for a term beginning upon execution of this agreement and thereafter at the pleasure of the Mayor, upon the terms, provisions and conditions thereafter set forth herein and ratified by the Village Council. The Engineer(s) in conjunction with CVE staff shall perform such services and be compensated for services rendered to the Village as follows:

- a) Preparation of necessary plans, profiles, specifications and estimates of cost for such public improvements as may be authorized by the Mayor and/or Council to prepare;
- b) Supervise and serve as representative of the Village of Oakwood in the execution of those public works projects for which the Engineer is authorized by Mayor and/or Village Council to so act;
- c) As authorized by the Mayor and/or Village Council, supervise and direct construction inspectors and such inspectors shall report to and receive their instructions from the Engineer, relative to the improvements covered in paragraphs (a) and (b) hereof;
- d) Upon appropriate authorization, furnish to the Mayor and/or Council plans, specifications and estimates of cost for such improvements for the guidance of this Mayor and/or Council and for the information and guidance of contractors dealing with the Village of Oakwood;
- e) Prepare applications for grant programs which are available for public improvement projects;
- f) Review plans of private, commercial and residential developments and advise the Mayor and Council on the plans;
- g) Review lot plans for new residential homes and check final lot grades when requested by the Oakwood Building Department to verify consistency with the approved lot plan;
- h) Act in conjunction with the Oakwood Mayor and Service Director on matters related to the Village of Oakwood's interests relative to the Cuyahoga County Department of Public Works Sewer Service Agreement, and the NEORSO Southerly Wastewater Treatment Plant, Bedford Heights Wastewater Treatment Plant, and the Cleveland Water Department on matters concerning sanitary sewage treatment and provision of a potable water supply;
- i) Act in conjunction with the Oakwood Mayor and Service Director on matters related to the Village of Oakwood's Ohio EPA National Pollutant Discharge Elimination System (Phase II) requirements;

j) Make and deliver to the Mayor and/or this Council regular reports of the progress of improvements under the Engineer's charge, stating conditions of same, including any changes in construction costs and/or engineering costs, together with any other matters of interest desired by the Mayor and/or this Council. All plans and specifications shall be the property of the Village of Oakwood;

k) Be in charge of engineering and other work to be furnished hereunder as the same may be authorized by Council, with the right and obligation of calling upon any of the personnel and facilities of its firm as needed from time to time in the performances of said work; and

Section 2. The Engineer and the Assistant Engineer, in conjunction with CVE, shall furnish services to this Village, as required by the Village, through the Village Council or its designee, including the following services covered by the compensation as described below in this section. Services involving the use of additional CVE staff members shall be compensated as described with Section 3 of this agreement:

a) Act as a technical consultant and advisor on engineering matters referred to them by the Mayor or by the City Council, and Administrative Departments upon direction of the Mayor.

b) Act as a technical consultant and advisor on engineering matters referred to them by the Mayor or by the Village Council related to the Village of Oakwood's interests associated with the NEORSD Southerly Wastewater Treatment Plant, the Bedford Heights Wastewater Treatment Plant, and the Cleveland Water Department, and attend meetings related thereto as requested.

c) Advise the Mayor in matters relating to resident's problems pertaining to engineering as they may relate to public sewers, public water supplies, drainage patterns and building grades.

d) Assist the Mayor, the Planning Commission, the Chief Building Official, the Service Department and other municipal departments, boards or commissions, as directed, on municipal engineering and National Flood Insurance Program matters.

e) Attend Council meetings and other meetings as requested by the Mayor and/or Village Council. The monthly retainer amounts presented below in this section is based upon the attendance of the Engineer at Planning Commission meetings and Council Work Session meetings only when requested.

f) Preparation of preliminary sketches and estimates, concerning the advisability of proceeding with public improvements such as pavement improvements, sanitary sewer systems, storm water collection, water distribution, or other infrastructure improvements contemplated by the Mayor and Council.

g) Prepare applications for grants pertaining to public improvements requiring the services of the Village Engineer, Ohio Public Works Commission funding requests, inventory updating and disbursement requests concerning Federal or State funded projects.

h) Perform such other duties as is normally required of Consulting Municipal Engineers not requiring the use of additional staff members such as field crews, etc.

Chagrin Valley Engineering, Ltd., shall receive as compensation for the services described in Section 2 hereof, an annual retainer in the sum of Twenty-Four Thousand Dollars (\$24,000.00), prorated and commencing with the first pay period after execution of this agreement, payable in bi-weekly installments

to Edward J. Hren, P.E. and subject to payroll and Public Employee Retirement System withholding taxes. In addition, Chagrin Valley Engineering, Ltd., shall also receive as compensation for the services described in Section 2 hereof, an annual retainer in the sum of Ten Thousand Dollars (\$10,000.00), prorated and commencing with the first pay period after execution of this agreement, payable in bi-weekly installments to Matthew M. Jones, P.E. and subject to payroll and Public Employee Retirement System withholding taxes.

Section 3. For services in connection with the construction of public improvements as described above, Chagrin Valley Engineering, Ltd., shall receive compensation as a percentage of the actual cost of construction of all improvements authorized by Council and under its control. The percentage paid shall be as follows:

Projects – Schedule 1

Sanitary sewer projects including new installations, repairs, rehabilitation and other sanitary sewer related projects. Street projects including complete pavement replacement and/or widening. Projects which are financed in whole, or in part, by either Cuyahoga County, the Ohio Public Works Commission or the Northeast Ohio Regional Sewer District shall be paid per the Hourly Rates regardless of the Cost of Construction.

Fees – Schedule 1

<u>COST OF CONSTRUCTION</u>			<u>FEE</u>
\$ 0	-	\$250,000	Hourly
\$ 250,001	-	\$500,000	10% of \$250,000.00 plus 7.6% of the amount over \$250,000
\$ 500,001	-	\$1,000,000	8.7% of \$500,000.00 plus 6.3% of the amount over \$500,000
\$1,000,001	-	\$5,000,000	7.5% of \$1,000,000.00 plus 6.1% of the amount over \$1,000,000

Projects – Schedule 2

All public improvement projects other than sanitary sewer and street projects as described in Schedule 1 Projects.

Fees – Schedule 2

<u>COST OF CONSTRUCTION</u>			<u>FEE</u>
\$ 0	-	\$250,000	Hourly
\$ 250,001	-	\$500,000	9% of \$250,000.00 plus 5.4% of the amount over \$250,000
\$ 500,001	-	\$1,000,000	7.2% of \$500,000.00 plus 5.2% of the amount over \$500,000
\$1,000,001	-	\$5,000,000	6.2% of \$1,000,000.00 plus 5.1% of the amount over \$1,000,000

The fees provided in this subsection shall cover engineering services including complete detailed plans and specifications, preparation of monthly and final estimates for contractor's payments and providing an Engineer for construction management to administer the construction contract. The above schedule of fees does not cover various supplementary services. Supplemental services not included within the presented fee schedule are, but not limited to: wetland delineations, stream quality assessments, preparation and acquisition of U.S. Army Corps of Engineers / Ohio Environmental Protection Agency wetland or stream fill permits, property, boundary, or right-of-way surveys, topographic surveys, profile surveys, grade stakes for construction, inspection of construction, shop, mill, field, or laboratory inspection of materials, cost of test borings, or other subsurface exploration, traffic studies, or calculations of special assessments. These supplementary services may be provided by Chagrin Valley Engineering, Ltd. on an hourly basis in accordance with the schedule of rates hereinafter set forth below or upon invoice submitted by the entity providing such supplemental services.

Chagrin Valley Engineering, Ltd. shall be entitled to progress payments in proportion to services performed on monthly basis. Upon authorization by Village Council and until bids are taken and contracts awarded, compensation shall be determined by the following percentages and the Engineer's estimated construction cost. As the work is constructed, Chagrin Valley Engineering, Ltd. shall receive additional compensation equal to the balance of the fee based upon a percentage of the certificates of payment to the contractor, provided said payment is authorized by Village Council. As soon as the final certificate of payment to the contractor is issued, any adjustment shall be made so the total fee shall be a sum equal to the schedule percentage. The compensation for basic services shall be based upon the following percentages of the total fee attributable to various phases of the work:

1. Preliminary Report Phase	15%
2. Preliminary Design Phase	20%
3. Final Design Phase	35%
4. Bidding or Negotiating Phase	10%
5. Construction Phase	20%

In the event proceedings for work are abandoned or postponed and then revived and actively pressed either by this or by a succeeding Council within five (5) years of the date of said abandonment or postponement, Chagrin Valley Engineering, Ltd. shall credit against the total compensation the payment previously made hereunder, providing that Chagrin Valley Engineering, Ltd. is at that time employed by this or by a succeeding Council to provide Municipal Engineering Consulting Services. In the event of the revival of a project within the time frame specified above, Chagrin Valley Engineering, Ltd. could, at its discretion, elect to negotiate additional fees with the Village of Oakwood. Additional fees would address conditions that have incurred solely because of changes in existing conditions since the abandonment or postponement of the project, or design parameters that have been established by governmental review and approval after such delay.

Engineering charges for federally funded work must be in accordance with Federal Regulations and are set and approved as part of the funding procedure, and therefore are not part of this document.

HOURLY RATE SCHEDULE: For additional services for which the Engineer or Assistant Engineer shall have been authorized to prepare material or work not let by Contract or for the performance of any of the following tasks:

- Special Surveys
- Preparation of Reports
- Preparation of Special Assessments

- Field Elevation Checks of Walks, Basements, Sewers, etc.
- Storm Water Management Inventory Assistance
- Storm Water Drainage: Plan / Calculation Review
- Erosion and Sediment Control: Plan Review / Site Inspections
- Sanitary "Tap-In" Reviews and Fee Determinations
- Residential / Commercial / Industrial Site Plan and or Subdivision Review
- Survey Plat Review
- Development / Implementation of Ohio EPA National Pollutant Discharge Elimination System (Phase II) Storm Water Management Program
- Preparation / Maintenance of Geographical Information Systems

Compensation shall be made based on time spent by the Engineer or his employees and associates at the rates set forth in the following schedule of hourly rates, plus reimbursable expenses.

Engineer - Partner	\$103.00 per hour
Engineer – Associate	\$97.00 per hour
Engineer	\$92.00 per hour
Traffic Engineer- P.E., PTOE	\$145.00 per hour
Contract Administrator	\$76.00 per hour
Stormwater Coordinator	\$80.00 per hour
Stormwater Technician	\$73.00 per hour
Water Quality Scientist	\$84.00 per hour
Professional Surveyor	\$84.00 per hour
CAD Designer	\$90.00 per hour
Geo. Info. Sys. (GIS) Tech.	\$86.00 per hour
Clerical	\$36.00 per hour
1 Man Survey Field Crew w/GPS	\$120.00 per hour
2 Man Survey Field Crew	\$134.00 per hour
3 Man Survey Field Crew	\$146.00 per hour
Environmental Scientist	\$90.00 per hour
Wetland Technician	\$75.00 per hour
Construction Observer*	\$55.00 per hour

*Construction Observation shall be subject to two hours minimum per day and a 1.5 times overtime rate beyond 8 hours per day unless a shortened work week (four 10-hour days for example) is approved by the Consulting Municipal Engineer in advance.

Prints, Materials, Supplies and Services provided or performed by others at Cost.

Section 4. The Consulting Municipal Engineer and Assistant Consulting Municipal Engineer as provided for in Section 1 agree that for the duration of their employment by this Municipality neither they nor any member of CVE or employee thereof, will accept any private engineering or surveying work that requires their review and/or approval unless such work is approved by the Mayor and Council; however, work for Federal, State, County or Regional Governments is not prohibited.

Section 5. CVE shall maintain Professional Liability Insurance in the Amount of \$2,000,000 and provide the Village with a Certificate naming the Village as an additional insured during the period this Ordinance is in effect.

Section 6. Documents and Files: All engineering documents and project files, both printed and digital, created for the purposes serving the Village of Oakwood shall be the property of the Village of Oakwood.

Section 7. The contract provided herein with CVE may be terminated by either party on thirty (30) days advance written notice to the other, provided that such determination shall not affect the duty of the Consulting Municipal Engineer or Chagrin Valley Engineering, Ltd., to render service, nor the obligation of the Village to pay for such service rendered, before the effective date of termination.

Edward J. Hren, P.E., Partner, Date
Chagrin Valley Engineering, Ltd.

Matthew M. Jones, P.E., Partner Date
Chagrin Valley Engineering, Ltd.

Accepted this _____ day of _____, 2022 by the Village of Oakwood, Ohio, pursuant to Ordinance of Council No. **2022-** adopted on the _____, 2022.

BY: _____
Gary V. Gottschalk, Mayor
Village of Oakwood, Ohio

Attest:

Christine Morgan, Clerk of Council

The legal form of the within instrument is hereby approved.

James A. Climer, Director of Law

Date

RESOLUTION 2022-16

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION OF CONDOLENCE TO THE FAMILY OF
KEITH L. WHITTED**

WHEREAS a loving and “gentle giant,” Keith L. Whitted earned his wings and moved on to his forever home on February 19, 2022; and

WHEREAS Keith was born in Garfield Heights, Ohio, on February 13, 1964, and was the second oldest of five siblings. He attended school in the Cleveland Metropolitan School District and graduated from John F. Kennedy High School in 1982; and

WHEREAS as a 10-year Veteran of the United States Army, Keith would be deployed with his fellow troops to fight in Operation Desert Shield and Operation Desert Storm; and

WHEREAS one of Keith’s hobbies consisted of motorcycles. As a bike club member, he would meet another biker who interested him. Cherie became his one true love, and the couple would marry in 1998 after 3 years of dating; and

WHEREAS Keith and Cherie would find their forever Oakwood Village home in 2008 and raised their family which included Keisha, Kourtney, Krystal, Nautica and Denym and eventually 5 grandchildren; and

WHEREAS his career took him to Shaker Heights Police Department as a jailer and Woodmere Police Department where he was nicknamed “Robocop” due to his large stature; and

WHEREAS Keith was known for was having the “best barbeque in Cleveland.” He often competed with his childhood friends to see whose barbeque would stand out. Somehow, it was always his. At least his barbeque skills were better than his fishing skills. He could go through the motions, but never catch a thing; and

WHEREAS loved by a host of family and friends, Keith will be laid to rest with full military honors at the Ohio Western Reserve National Cemetery.

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

SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of Keith L. Whitted, and hope the fond memories of such a fine, caring person comforts them in their loss.

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Keith L. Whitted.

SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Christine Morgan, Clerk of Council_____
Johnnie A. Warren, Council PresidentPresented 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 Resolution No. 2022-16 was duly and regularly passed by this Council at the meeting held on the ____ day of _____ 2022.

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 the foregoing Resolution No. 2021-16 was duly posted on the ____ day of _____, 2022, and will remain posted for a period of fifteen (15) days thereafter as provided in the Village Charter.

Christine Morgan, Clerk of Council

DATED: _____

**A RESOLUTION OF CONDOLENCE TO THE FAMILY OF
KEITH L. WHITTED**



WHEREAS a loving and “gentle giant,” Keith L. Whitted earned his wings and moved on to his forever home on February 19, 2022; and

WHEREAS Keith was born in Garfield Heights, Ohio, on February 13, 1964, and was the second oldest of five siblings. He attended school in the Cleveland Metropolitan School District and graduated from John F. Kennedy High School in 1982; and

WHEREAS as a 10-year Veteran of the United States Army, Keith would be deployed with his fellow troops to fight in Operation Desert Shield and Operation Desert Storm; and

WHEREAS one of Keith’s hobbies consisted of motorcycles. As a bike club member, he would meet another biker who interested him. Cherie became his one true love, and the couple would marry in 1998 after 3 years of dating; and

WHEREAS Keith and Cherie would find their forever Oakwood Village home in 2008 and raised their family which included Keisha, Kourtney, Krystal, Nautica and Denym and eventually 5 grandchildren; and

WHEREAS his career took him to Shaker Heights Police Department as a jailer and Woodmere Police Department where he was nicknamed “Robocop” due to his large stature; and

WHEREAS Keith was known for was having the “best barbeque in Cleveland.” He often competed with his childhood friends to see whose barbeque would stand out. Somehow, it was always his. At least his barbeque skills were better than his fishing skills. He could go through the motions, but never catch a thing; and

WHEREAS loved by a host of family and friends, Keith will be laid to rest with full military honors at the Ohio Western Reserve National Cemetery.

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

SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of Keith L. Whitted and hope the fond memories of such a fine, caring person comforts them in their loss.

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Keith L. Whitted.

SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

Mayor Gary V. Gottschalk

Council President Johnnie A. Warren

Council-at-Large Elaine Y. Gaither

Councilperson Ward 1 Chris Callender

Councilperson Ward 2 Eloise Hardin

Councilperson Ward 3 Paggie C. Matlock

Councilperson Ward 4 Mary Davis

Councilperson Ward 5 Candace Williams

RESOLUTION 2022-17
INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE
**A RESOLUTION OF CONDOLENCE TO THE FAMILY OF
TIMOTHY AGER**

WHEREAS “Those we love never truly leave us. There are things that death cannot touch.” Timothy Ager gained his wings and moved to his Heavenly home on February 26, 2022; and

WHEREAS he was born December 30, 1952, in Dennison, Ohio and lived in New Rumley, Ohio until he moved with his family to Aurora, Ohio at a young age. He graduated from Aurora High School in 1972; and

WHEREAS Tim would meet and shortly thereafter marry his true love, Georgette, in 1975. From their union, they joyously raised two daughters; Heather and Rose; and

WHEREAS throughout the years, Tim proudly served his country in the United States Army Reserves. He was employed at several jobs including the Northfield Racetrack where he spent many years. Thereafter, Tim worked for Sherwin Williams until his retirement; and,

WHEREAS on a dare, Tim dressed up as Santa Claus. That dare led to him continuing the tradition of bringing joy to many children for over 40 years. Tim was also a certified EMT, an auctioneer and volunteered at several food pantries. Later in life, he could be counted upon to call Bingo numbers for the Oakwood Senior Center every Thursday afternoon and set up tables for the weekly senior lunch. He was extremely serious about all his volunteer positions. He was also a dedicated member of the Methodist church where later in life, he would surrender to Christ prior to his passing to glory; and

WHEREAS to know Tim was to love Tim. He was an outspoken, opinionated person who was blunt and born without a filter. But his heart was huge for others. He was a fan of model railroading, an avid hunter and fisherman. He also enjoyed landscaping and cooking with stuffed cabbage being his favorite; and

WHEREAS of the things he appreciated, Tim enjoyed comedy and drama. His favorite movies included *Air Force 1*, *Harlem Nights*, *Meet the Fockers* and *Unstoppable*. His lifelong favorites were *Porky Pig* and *The Three Stooges*. Television time meant enjoying a bowl of vanilla ice cream; and

WHEREAS Tim Ager will be sorely missed by his loving wife, Georgette; daughters Heather Thorton (Dean) and Rose Kisner (Marty); his grandchildren, Zoe Thorton and Hunter Steele; his siblings Larry Ager (Elsa) Debra Hladky (Joel) and Rebecca Pettit (Les); his nieces, nephews, friends at the Oakwood Senior Center and his dear friend, Bob Hyde. He is preceded in death by his younger sister, Cathy Wojkiewicz.

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

SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of Timothy Ager, and hope the fond memories of such a fine, caring person comforts them in their loss.

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Timothy Ager.

SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Christine Morgan, Clerk of Council

Johnnie A. Warren, Council President

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 Resolution No. 2022-17 was duly and regularly passed by this Council at the meeting held on the _____ day of _____ 2022.

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 the foregoing Resolution No. 2021-17 was duly posted on the _____ day of _____, 2022, and will remain posted for a period of fifteen (15) days thereafter as provided in the Village Charter.

Christine Morgan, Clerk of Council

DATED: _____

**A RESOLUTION OF CONDOLENCE TO THE FAMILY OF
TIMOTHY AGER**



WHEREAS "Those we love never truly leave us. There are things that death cannot touch." Timothy Ager gained his wings and moved to his Heavenly home on February 26, 2022; and

WHEREAS he was born December 30, 1952, in Dennison, Ohio and lived in New Rumley, Ohio until he moved with his family to Aurora, Ohio at a young age. He graduated from Aurora High School in 1972; and

WHEREAS Tim would meet and shortly thereafter marry his true love, Georgette, in 1975. From their union, they joyously raised two daughters; Heather and Rose; and

WHEREAS throughout the years, Tim proudly served his country in the United States Army Reserves. He was employed at several jobs including the Northfield Racetrack where he spent many years. Thereafter, Tim worked for Sherwin Williams until his retirement; and,

WHEREAS on a dare, Tim dressed up as Santa Claus. That dare led to him continuing the tradition of bringing joy to many children for over 40 years. Tim was also a certified EMT, an auctioneer and volunteered at several food pantries. Later in life, he could be counted upon to call Bingo numbers for the Oakwood Senior Center every Thursday afternoon and set up tables for the weekly senior lunch. He was extremely serious about all his volunteer positions. He was also a dedicated member of the Methodist church where later in life, he would surrender to Christ prior to his passing to glory; and

WHEREAS to know Tim was to love Tim. He was an outspoken, opinionated person who was blunt and born without a filter. But his heart was huge for others. He was a fan of model railroading, an avid hunter and fisherman. He also enjoyed landscaping and cooking with stuffed cabbage being his favorite; and

WHEREAS of the things he appreciated, Tim enjoyed comedy and drama. His favorite movies included *Air Force 1*, *Harlem Nights*, *Meet the Fockers* and *Unstoppable*. His lifelong favorites were *Porky Pig* and *The Three Stooges*. Television time meant enjoying a bowl of vanilla ice cream; and

WHEREAS Tim Ager will be sorely missed by his loving wife, Georgette; daughters Heather Thorton (Dean) and Rose Kisner (Marty); his grandchildren, Zoe Thorton and Hunter Steele; his siblings Larry Ager (Elsa) Debra Hladky (Joel) and Rebecca Pettit (Les); his nieces, nephews, friends at the Oakwood Senior Center and his dear friend, Bob Hyde. He is preceded in death by his younger sister, Cathy Wojkiewicz.

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

SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of Timothy Ager and hope the fond memories of such a fine, caring person comforts them in their loss.

SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of Timothy Ager.

SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

Council President Johnnie A. Warren

Councilperson Ward 1 Chris Callender

Councilperson Ward 2 Eloise Hardin

Councilperson Ward 3 Paggie C. Matlock

Councilperson Ward 4 Mary Davis

Councilperson Ward 5 Candace Williams

RESOLUTION NO. 2022-18

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION DECLARING THE WEEK OF MARCH 20-26, 2022, AS SEVERE WEATHER AWARENESS WEEK

WHEREAS Statewide severe weather preparedness/awareness week is an opportunity to increase awareness of and response to severe weather hazards; and

WHEREAS each year, these events are scheduled at various intervals, targeting a time before the spring severe weather season typically begins, to provide an opportunity for Ohioans to prepare their homes, businesses, and organizations for conditions such as flooding, heavy rain, strong winds or tornadoes, and thunder and lightning storms; and,

WHEREAS the Ohio Committee for Severe Weather Awareness alongside Ohio's news media, state and local governments, and educators, are committed to educating the public on severe weather safety and actions to prepare for, respond to and recover from spring and summer hazards; and,

WHEREAS Ohio residents are encouraged to make severe weather safety and preparedness a priority to ensure their homes, neighbors, and communities are ready for severe weather incidents; and,

WHEREAS all Ohioans are encouraged to exercise their safety plans and drills during the Statewide Tornado Drill, scheduled for Wednesday March 23, 2022, at 9:50am.

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

SECTION 1. That Oakwood Village joins with the Ohio Committee for Severe Weather Awareness in recognizing the week of March 20-26, 2022, as Severe Weather Awareness Week.

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

PASSED: _____

Johnnie A. Warren, President of Council

Christine Morgan, 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 Resolution No. 2022-18 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2022.

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 Resolution No. 2022-18 was duly posted on the _____ day of _____, and will remain posted for a period of fifteen (15) days thereafter as provided by the Oakwood Village Charter.

Christine Morgan, Clerk of Council

DATED: _____

RESOLUTION NO. 2022-19

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO
ACCEPT A GRANT FROM THE CUYAHOGA COUNTY
SOLID WASTE DISTRICT AND DECLARING AN
EMERGENCY**

WHEREAS, the Village of Oakwood has been awarded a grant in the amount of \$2,394.00 by the Cuyahoga County Solid Waste District to promote and educate residents of the Village about recycling.

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

SECTION 1. The Mayor be and he is hereby authorized to accept a grant from the Cuyahoga County Solid Waste District in the amount of \$2,394.00 to promote and educate residents of the Village about recycling as detailed in Exhibit A attached hereto and incorporated herein.

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 same relates to the daily operation of a municipal department and the availability of funds for the operation of that department, 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

Christine Morgan, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Gary V. Gottschalk, Mayor

I, Christine Morgan, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2022-19 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2022.

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 the foregoing Resolution No. 2022-19 was duly posted on the _____ day of _____, 2022, and will remain posted for a period of fifteen (15) days thereafter as provided in the Village Charter.

Christine Morgan, Clerk of Council

DATED: _____



Cuyahoga County Solid Waste District

2022 COMMUNITY RECYCLING AWARENESS GRANT

GRANT AWARD & ACKNOWLEDGEMENT FORM

Sign and return this form to csnyder@cuyahogacounty.us on or before March 25, 2022.

APPROVED GRANT AWARD

The Cuyahoga County Solid Waste District has approved a grant in the amount of \$2,394 for the Village of Oakwood for the purpose of implementing the activities listed below and described in your 2022 grant application.

Approved Grant Project(s):

- Two shred days, shred days mailers + postage and signs for recycling containers are approved.
- Funding not approved for plastic bag holders, microfiber cloths and seed gift packs.

The effective date of this grant is March 2, 2022. Expenses incurred prior to this date will not be reimbursed.

Grant activities should be completed according to the timeline in your grant application but no later than October 31, 2022.

The Solid Waste District will disburse the grant funds following the completion of the grant activities and the satisfactory performance of Grantee obligations as described herein. (See the grant acknowledgement below.) To request the funds, the Grantee must complete and submit a *Grant Reimbursement Report* and all required documentation.

This notice of grant award does not mean your education component has received final approval from the Solid Waste District for print or publication.

District Contact: All grant related questions, changes, approvals, and paperwork should be directed to the District Contact: Cristie Snyder, Communications Specialist, (216) 443-3707, csnyder@cuyahogacounty.us

GRANT ACKNOWLEDGEMENT FORM – Review, sign, and return. Keep a copy for your records.

BY **CHECKING THE BOXES and SIGNING BELOW**, THE CITY/VILLAGE ACKNOWLEDGES THAT IT UNDERSTANDS AND AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- ☐ The Grantee will complete all grant activities in accordance with its grant application, or with any changes approved by the Solid Waste District and submit a hard copy (by mail or hand delivery) of its complete grant report no later than 4:00 PM on November 1, 2022.
- ☐ The Grantee will abide by its local purchasing requirements when spending grant funds and will keep records of all grant expenses including purchase orders, invoices, and receipts to account for all grant funds.
- ☐ Prior to production or printing, the Grantee will obtain approval from the District Contact for all awareness materials produced with grant funds. This includes, but is not limited to, banners, brochures, calendars, cart tags, fliers, info cards, mailers, newsletters, postcards, recycling signs, refrigerator magnets and videos. Failure to obtain approval may result in a reimbursement request being denied.
- ☐ The Grantee will incorporate the graphics and recycling terminology contained in the Cuyahoga Recycles toolkit for any grant funded awareness material to ensure consistent communication about curbside recycling across Cuyahoga County. The login instructions for the toolkit are available in the application packet or from the District Contact.



2022 COMMUNITY RECYCLING AWARENESS GRANT

- ☐ The Grantee will include a funding credit line and District logo on awareness materials produced with grant funds. A digital copy of the logo is available from Cristie Snyder or can be downloaded from the online toolkit. The credit line should appear as follows:

Grant funding provided by:



Cuyahoga County
SOLID WASTE DISTRICT
CuyahogaRecycles.org

- ☐ The Grantee acknowledges that proof of payment must be received at the Solid Waste District by the deadline in order for grant-associated invoices to be reimbursed out of the District's 2022 budget. Any requests for reimbursement received after the deadline may be applied against the District's next annual budget. If this occurs, grant monies available to you in 2023 will be less this reimbursement amount.
- ☐ The Grantee recognizes that grant applications are evaluated annually on the merit of the application, as well as past management of the grant and adherence to grant guidelines.

Authorized Grantee Signature

Signature

Date

Printed Name & Title