

**VILLAGE OF OAKWOOD  
WORK SESSION  
March 7<sup>th</sup>, 2025  
6:30 p.m.  
AMENDED AGENDA**



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 a 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*

- 2024-WS-43                    AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CEP RENEWABLES OH, LLC FOR THE REDEVELOPMENT OF CERTAIN PROPERTY IN THE VILLAGE AS A SOLAR ENERGY PROJECT WITH ATTENDANT RECREATIONAL USES**
- 2024-WS-45                    AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRCT WITH CREtelligent AND DECLARING AN EMERGENCY**
- 2025-WS-09                    AN ORDINANCE ADOPTING UPDATED FEES FOR THE SERVICES PROVIDED BY THE BUILDING DEPARTMENT, AMENDING CODIFIED ORDINANCE SECTION 1305.07, REPEALING EXISTING CODIFIED ORDINANCES 1305.08 THROUGH 1305.19 AND 1305.21 AND DECLARING AN EMERGENCY**
- 2025-WS-10                    A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE CUYAHOGA COUNTY SOLID WASTE DISTRICT**

Municipal Complex	Hardin
Disaster Recovery Plan	Hardin
Human Resources	Hardin
Five Year Plan	Hardin
Requisition Approval Process	Nikolic
Recreation Budget & Events	Nikolic
Council's Budget	Scruggs

5. Matters Deemed Appropriate
6. Adjournment

**VILLAGE OF OAKWOOD  
COUNCIL MEETING**

**March 7<sup>th</sup>, 2025**

**7:00 p.m.**

**AMENDED AGENDA**

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- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**

Council President	Erica L. Nikolic	Mayor	Gary Gottschalk
President Pro Tempore	Johnnie A. Warren	Law	James Climer/ Sam O'Leary
Ward 1 Councilperson	Taunya Scruggs	Finance	Brian L. Thompson
Ward 2 Councilperson	Eloise Hardin	Service	Tom Haba
Ward 3 Councilperson	Paggie Matlock	Fire	Dave Tapp
Ward 4 Councilperson	Mary Davis	Police	Mark Garratt
Ward 5 Councilperson	Candace S. Hill	Building	N/A
		Engineer	Matt Jones
		Recreation	N/A

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- 4. Minutes**                      February 13<sup>th</sup>, 2025 Special Meeting Minutes  
   February 21<sup>st</sup>, 2025, Special Meeting Minutes

**5. Clerk Correspondence**

**6. Departmental Reports**

MAYOR-GARY GOTTSCHALK	FIRE-DAVE TAPP
LAW-JAMES CLIMER/ SAM O'LEARY	BUILDING-N/A
FINANCE-BRIAN THOMPSON	0 HOUSING INSPECTOR N/A
SERVICE-TOM HABA	POLICE-MARK GARRATT
ENGINEER-MATT JONES	RECREATION-N/A

**7. Ward Reports**

**8. Committee Reports**

- 9. 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.*

**10. Legislation**

**\*\* Second Proposed amendment to Resolution 2024-128 to be voted on by Council\*\***

<b>2024-128</b>	<b>A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH</b>
Introduced 10-22-24	<b>FINANCIERE ESTEREL d/b/a TRESCAL, INC. FOR THE PROVISION OF A JOB CREATION</b>
By the Mayor and	<b>GRANT AND DECLARING AN EMERGENCY</b>
Council as a whole	
1 <sup>st</sup> read 10-22-24	
2 <sup>nd</sup> read 11-4-24	
3 <sup>rd</sup> read 11-26-24	
Tabled 11-26-24	

**2024-129**

Introduced 10-22-24  
By the Mayor and  
Council as a whole  
1<sup>st</sup> read 10-22-24  
2<sup>nd</sup> read 11-4-24  
3<sup>rd</sup> read 11-26-24  
Tabled 11-26-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
FINANCIERE ESTEREL d/b/a TRESICAL, INC., FOR THE PROVISION OF A NON-REFUNDABLE  
NET PROFITS TAX CREDIT AND DECLARING AN EMERGENCY**

**2024-139**

Introduced 12-30-24  
By Mayor and  
Council as a whole  
1<sup>st</sup> read 12-30-24  
2<sup>nd</sup> read 1-28-25  
3<sup>rd</sup> read 2-11-25  
Tabled 2-25-25

**AN EMERGENCY ORDINANCE TO MAKE PERMANENT APPROPRIATIONS FOR CURRENT  
EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF OAKWOOD, OHIO FOR THE  
YEAR 2025**

**2025-02**

Introduced 1-28-25  
By Councilwoman Hardin  
1<sup>st</sup> read 1-28-25  
2<sup>nd</sup> read 2-11-25  
3<sup>rd</sup> read 2-25-25  
Tabled 2-25-25

**AN EMERGENCY ORDINANCE REAFFIRMING THE PROHIBITIONS AGAINST  
DISCHARGING, IGNITING OR EXPLODING FIREWORKS IN THE VILLAGE OF OAKWOOD  
AS SET FORTH IN CHAPTER 1519 OF THE CODIFIED ORDINANCES OF THE VILLAGE  
NOTWITHSTANDING THE PROVISIONS OF H.B. 172.**

**2025-16**

Introduced 3-7-25  
By the Mayor  
1<sup>st</sup> read 3-7-25

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF CARRIE MAE MCSWAIN**

**Adjournment**

ORDINANCE NO. 2024-WS-43

INTRODUCED BY MAYOR

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CEP RENEWABLES OH, LLC FOR THE REDEVELOPMENT OF CERTAIN PROPERTY IN THE VILLAGE AS A SOLAR ENERGY PROJECT WITH ATTENDANT RECREATIONAL USES**

**WHEREAS**, the Village of Oakwood and CEP Renewables OH, LLC ("CEP") deem it advantageous to each of them to enter into a Development Agreement for the redevelopment of certain property generally known as the former Silver Oak Landfill and more fully described as Permanent Parcel Nos. 795-41-005, 795-42-001 and 795-43-001 for purposes of a solar energy project with attendant recreational uses; and,

**WHEREAS**, Oakwood and CEP have agreed in principle to the terms of said Agreement as set forth in the document attached hereto and incorporated herein by reference and marked Exhibit 1.

**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 a Development Agreement with CEP substantially in the form attached hereto and expressly made a part hereof by reference and marked Exhibit 1.

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

PASSED: \_\_\_\_\_  
Erica Nikolic, President of Council

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024 - was duly and regularly passed by this Council at the meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2024 - was duly posted on the \_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers in the locations and manner provided in the Village Charter.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

## Exhibit 1

### **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is executed as of this \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date") by and between the Village of Oakwood, an Ohio municipal corporation and political subdivision ("Village"), and CEP Renewables OH, LLC, a New Jersey limited liability company with an address of 331 Newman Springs Road, Building 1, 4th Floor, Red Bank, NJ 07701, or any of its assignees ("CEP"). Village and CEP are referred to individually each as a "Party" and, collectively, as the "Parties."

#### **RECITALS**

WHEREAS, CEP has executed an agreement to acquire the property known as approximately 46.54 acres of vacant land in Oakwood Village, Ohio, whose Cuyahoga County tax parcel numbers are 795-41-005, 795-42-001 and 795-43-001 (hereinafter the "Property"), from the Cuyahoga Land Bank ("Land Bank") pursuant to a Purchase and Sale Agreement with an effective date of \_\_\_\_\_, 2024 ("Purchase Contract"); and

WHEREAS, as a condition of the sale of the Property, the Land Bank may seek evidence that the local community in which the Property is situated has reviewed and approves of the development plan that CEP put forth as part of the Agreement; and

WHEREAS, one or more environmental covenants, including but not limited to the environmental covenant recorded as AFN 201507220442 in the Cuyahoga County Records ("Environmental Covenants"), place restrictions on the use of the Property for commercial or industrial purposes; and

WHEREAS, as evidence that the community has reviewed and approves CEP's development plan for an approximately 7 MW-dc, 5.5 MW-ac solar power generation facility at the Property, including, without limitation, the right to construct a ballasted solar photovoltaic system, together with all appurtenant facilities, including but not limited to cables, conduits, transformers, concrete pads, poles, wiring, meters and electric lines and equipment, and to convert the solar energy into electrical energy and to collect, store, sell and transmit the electrical energy so converted, together with any and all necessary and permitted activities related thereto (collectively, the "Solar Energy Project"), and as evidence that the community approves of the use of the Property for Solar Energy Project purposes, CEP and Village have executed this Development Agreement wherein CEP shall set forth and represent to Village the development representations which CEP made to the Land Bank.

NOW THEREFORE, in consideration of the Purchase Contract, and other good and valuable consideration received by CEP, CEP hereby agrees as follows:

1. No Preemption. Unless otherwise provided for specifically herein, this Agreement shall not be deemed to waive, preempt or make unnecessary any applicable municipal or governmental process, including but not limited to zoning, variances, brownfield and economic incentives, assessments or fees and that the CEP and/or any Property user will be required to submit and partic-

ipate in any appropriate process as provided in Village's ordinances, rules and/or regulations. Notwithstanding the foregoing, Village agrees to use its best efforts, subject to Council approval and limitations on the use of public funds to support ballot measures as well as other legal restrictions, to support and advocate for any necessary land use, zoning and regulatory approvals as are necessary for CEP to construct and operate the Solar Energy Project on the Property.

2. Zoning and Land Use. The development activities at the Property shall be conducted in accordance with the applicable portions of Village's zoning ordinances, as may necessarily be amended or varied from in order for CEP to construct and operate the Solar Energy Project. Village agrees, subject to Council approval and limitations on the use of public funds to support ballot measures as well as other legal restrictions, to assist CEP in the amendment of any zoning ordinances, or CEP's pursuit of variances therefrom, necessary for CEP to construct and operate the Solar Energy Project. Village agrees to assist CEP in the amendment of Environmental Covenants necessary for CEP to construct and operate the Solar Energy Project.

3. Intended Use. CEP intends to use commercially reasonable efforts to design, install, maintain and operate the Solar Energy Project. CEP also agrees to coordinate with the Cleveland Metropolitan Park District and Village to plant flora and construct and maintain a trail, with educational kiosks, connecting the parking lot off Solon Road with the Solon Club Apartments and extending to connect to the trail off Hawthorne Parkway consistent with the conceptual renderings and descriptions attached hereto and incorporated herein as Exhibit "A". The actual location and design of the trail will be finalized prior to closing.

4. Capital Expenditure. CEP has budgeted approximately \$12 million to \$14 million for capital improvements to design, procure, and construct the Solar Energy Project.

5. Jobs. The project expects to result in part time employment of a maximum of 80 temporary construction jobs. Additionally, the long term operations and maintenance of the facility will result in annual contracting of approximately three part-time individuals for regularly scheduled activities.

6. Term. Except to all matters that relate to zoning approvals, which terms shall remain in effect for applicable periods required by law, this Agreement shall terminate and be of no further force or effect five (5) years from the Effective Date if, despite the best efforts of the parties, necessary approvals and permits for the Solar Energy Project described hereinabove are not granted. Once all approvals have been secured for the Solar Energy Project, including but not limited to interconnection approval, CEP anticipates a construction period of approximately six to 12 months.

7. Effect of Invalidation. If any declaration is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

8. Stipulation of Consideration. The parties to this Agreement hereby acknowledge and stipulate to the mutual promises contained herein as good and sufficient consideration for this Agreement.

9. Force Majeure. CEP shall not be liable for loss, damage, destruction or delay, nor be deemed to be in default for failure to comply with this Agreement when prevented from compliance or fulfillment of any obligation by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government regulations, insurrection or riot, embargo, delay or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of performance will be extended by a period equal to the delay plus a reasonable time to resume performance.

10. Assignment by CEP. CEP may freely assign this Agreement to an affiliate or subsidiary of CEP of equal or greater financial, technical and other ability as CEP to carry out the terms of this Agreement.

11. As capacity is free and available for new subscribers, CEP agrees to provide or arrange for electricity discounts of 10% to 15% to CEP subscribers who are residents and/or commercial customers located in the Village as permitted by state and local laws and regulations at the time the Solar Energy Project becomes operational and/or as permitted by subsequent amendments to said laws and regulations.

12. Miscellaneous. This Agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Agreement and shall be considered a single document. For purposes of this Agreement, a pdf or electronic copy shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and/or have caused their corporate seal to be affixed hereto the day and year first above written.

**VILLAGE:**

VILLAGE OF OAKWOOD, AN OHIO  
MUNICIPAL CORPORATION AND PO-  
LITICAL SUBDIVISION

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

Approved as to legal form:

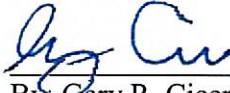
\_\_\_\_\_



Law Director/Assistant Law Director

**CEP:**

CEP RENEWABLES OH, LLC, A NEW  
JERSEY LIMITED LIABILITY COM-  
PANY



By: Gary R. Cicero  
Managing Member

Date: September 4, 2024

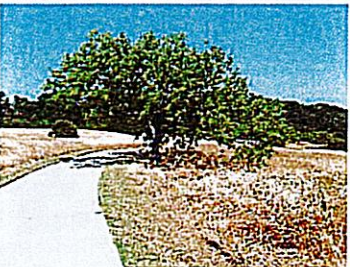
• **ANDREW L. SPARKS AND ASSOCIATES, INC.** •

• **Landscape Architecture** •

30303 Euclid Ave., Wickliffe, OH 44092

CELL 216-469-5252 PHONE 440-833-0163 FAX 440-943-9593

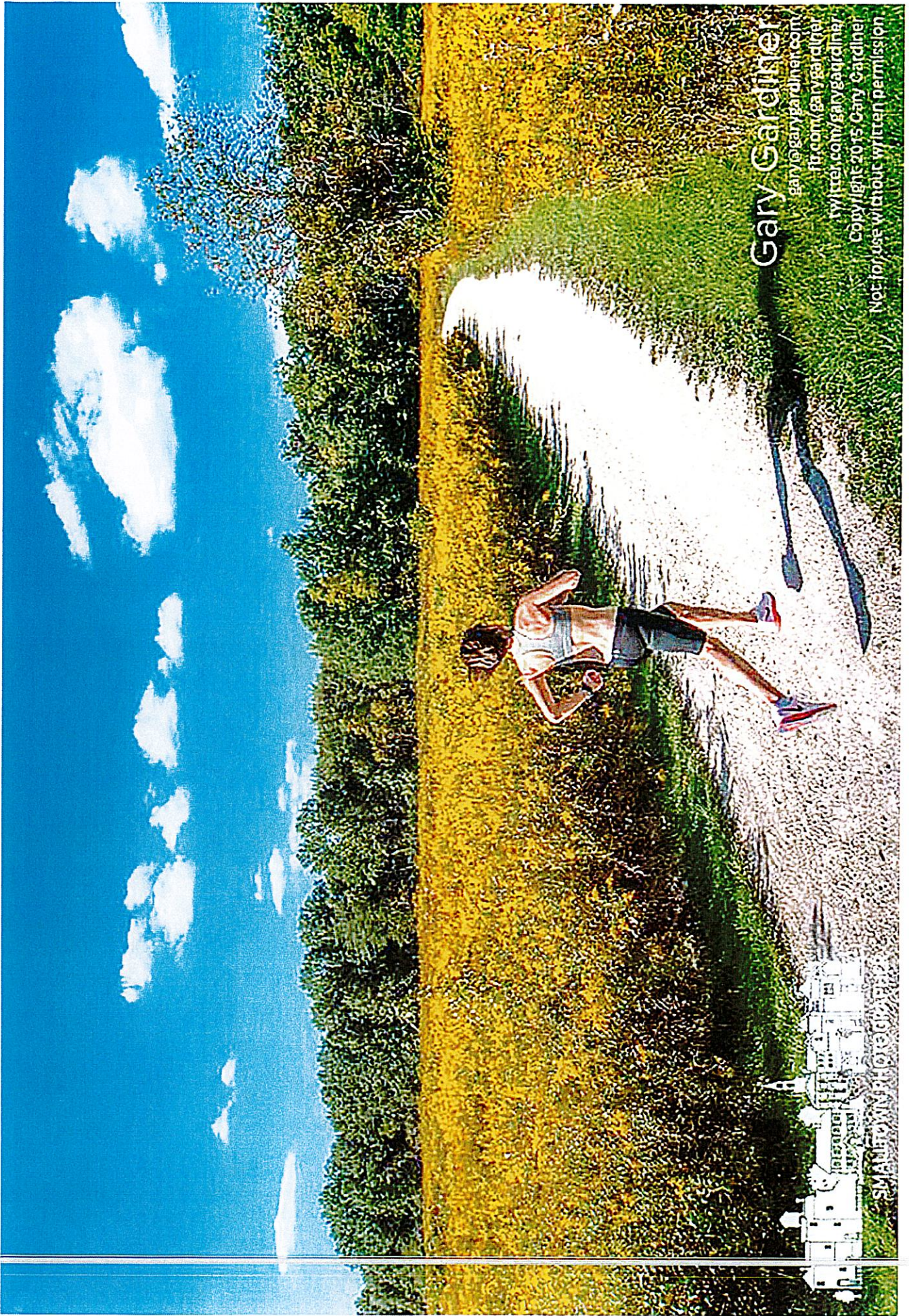
**Landscaped Recreation Trail for site of Seneca Engineering 26 Acre Solar Energy Project**



This “park-like” trail will have a groundcover canvas of varying shades, textures, and heights of green and blueish native grasses. This will be the background for an array of durable and ornamental native prairie and meadow re-seeding annuals and perennials, shrubs, small trees and evergreens planted along the trail. As the path winds along the watershed on the north, then over and down the mounding hills, and along the wooded area adjacent to Richmond Rd., vibrant and pastel annual and perennial flower colors and shapes will appear seasonally in large drifts and intense colonies with wisps of small flowering and berrying trees and shrubs in groupings, and be punctuated by a few larger evergreens and trees (far enough east and north to not interfere with the sun angle) to accomplish an invigorating and educational display for the hiker, runner, wanderer, and sight-seer. Beginning and ending at Solon Road and Richmond Road it will be a fine diversion from the views of the solar panels beyond, and an eye-catcher for even those traveling the roadways. There will be environmental benefits far beyond that present on the site now, for those residents and employees who make the effort; and for the birds and insects and our four-footed friends. Naturally provision will be made for their breakfast, lunch, and dinner as well, which should be tolerated. Perhaps a bridge at one spot for crossing at a Solon Club trail tributary. And rock outcroppings made from material raised on site. Exact points of beginning and ending have not been determined yet, but could result in a 2,500 foot to 3,000 foot trail.

Exhibit "A"





Gary Gardiner

[garygardiner.com](http://garygardiner.com)

[fit.com/garygardiner](http://fit.com/garygardiner)

[twitter.com/garygardiner](http://twitter.com/garygardiner)

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SMITHSONIAN INSTITUTION  
CASTLE



ORDINANCE NO. 2024-WS-45

INTRODUCED BY COUNCILPERSON NIKOLIC

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER  
INTO A CONTRACT WITH CREtelligent AND DECLARING  
AN EMERGENCY**

**WHEREAS**, the Village Oakwood has received reports of various illnesses suffered by residents in the vicinity of Wright Avenue in the Village; and,

**WHEREAS**, Council has determined that it is in the best interests of the Village and the health and well-being of its residents, visitors and persons working within the Village to investigate potential environmental sources of said illnesses to determine what if any further steps should be taken;

**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 a contract with CREtelligent substantially in the form attached hereto and incorporated herein as 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 the urgent need to determine potential environmental sources of reported illnesses in the vicinity of Wright Avenue in the Village, 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: \_\_\_\_\_

Erica Nikolic, President of Council

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024 - was duly and regularly passed by this Council at the meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2024 - was duly posted on the \_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted in accordance with the Oakwood Village Charter.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

## EXHIBIT A



2717 S. Arlington St., Suite C  
Akron, OH 44312  
[E.f.hamilton@cretelligent.com](mailto:E.f.hamilton@cretelligent.com)

January 8, 2024

Ed Hren  
Engineer  
Village of Oakwood  
24800 Broadway Ave  
Oakwood Village, Ohio 44146

Via email: [hren@cvelimited.com](mailto:hren@cvelimited.com)

Re: Proposal  
Preliminary Assessment  
Environmental Conditions  
Wright Ave, Oakwood Village

Dear Ed:

CREtelligent (CREt) is pleased to present this proposal for a preliminary assessment of environmental conditions along Wright Ave.

### INTRODUCTION

During a recent meeting at your office, we heard concerns from Council President-elect Erica Nikolic regarding possible contamination of soil along Wright Ave associated with nearby industries. This proposal has been prepared to begin gathering data that might be able to help better understand that concerns raised.

### SCOPE OF WORK

We have developed a scope of work that includes the following specific services:

### INTERVIEWS

We are proposing to interview residents along Wright Ave and other nearby streets to better understand their concerns. During these interviews we will gather basic demographic data (age, gender, etc.). We will ask residents questions about where they have lived and worked now and historically. We will also attempt to gather information about other habits that might affect exposure to environmental contaminants. We will also ask residents to describe any concerns they have related to local environmental conditions. We will also ask residents if they have any health concerns. Response to any and all interview questions will be voluntary.

A questionnaire will be developed and used so that consistent and uniform information is collected. Residents will be requested to complete this, or another, questionnaire prior to the interview. It is likely that we will walk the neighborhood, particular properties of residents who have agreed to interviews prior to in person interviews. That reconnaissance will help guide the interview process.

Interviews will be conducted a location convenient for residents. We would propose a location at the Village Hall or even your office. Audio and/or video recording of the interviews might be conducted.

### **DESKTOP RESEARCH**

After the interviews are completed and results reviewed and compiled, we will continue our research to understand possible sources of environmental contamination in the area. We will use an outside data contractor to compile a list of properties/businesses within a to be determined radius of the affected area. These data will include a list of businesses that have activity that has been reported to state, federal and local environmental authorities. The search area will be developed using an understanding of prevailing winds. We will also perform a visual reconnaissance from public roadways in the area to assess completeness of the data provided by the data vendor.

### **SAMPLING**

CREtelligent is proposing to collect representative soil samples from the neighborhood to begin to develop an understanding of existing conditions. Soil samples will be collected from the near surface and from a depth of approximately 12 inches at each location. The study area will initially focus on properties east and west of Wright Ave between Forbes Road and North Lane. The study area may be adjusted based on the results of interviews and research described above.

This proposal includes costs for collection of two samples from each of 15 locations. Samples will be collected using properly decontaminated tools into laboratory supplied and prepared containers appropriate to the proposed analytical program. Samples will be maintained in an iced cooler under strict chain of custody until delivered to the analytical laboratory.

It is anticipated that samples will be submitted to Summit Environmental in Cuyahoga Falls Ohio. At this time, we are proposing to request samples be analyzed for the following metals via EPA Method 6010D:

- Selenium
- Vanadium
- Arsenic
- Tin
- Barium
- Lead
- Hexavalent Chromium
- Trivalent Chromium
- Copper

This list is subject to change based on the results of our research and interviews. The parameters listed above are, however, typically what one might expect to be discharged to air from the types of industries in the area.

Sampling locations will be restored by placing soil back into the excavation/hole. Topsoil and grass seed will be spread over each location. We are not proposing any ongoing maintenance or watering of samples areas.

### **PROJECT MANAGEMENT AND REPORTING**

At the conclusion of the work described above we will prepare a report. The report will include a summary of work completed and detailed review of the results. The report will not name any resident specifically but will refer to interviewees in a generic sense. The report will include photographs, figures and other exhibits as appropriate.

We will also include recommendations. As discussed during our meeting, should our results suggest that there is some widespread impact we would recommend that the results be provided to the County Board of Health and/or the Ohio EPA.

### **ESTIMATED COST**

1

CREt has prepared the following budget for this project, based on the scope of work described herein:

<b>Task</b>	<b>Estimated CREt Cost</b>	<b>Estimated Expenses</b>	<b>Estimated Laboratory Cost</b>	<b>Total Estimated Task Cost</b>
Interviews	\$6,000			\$6,000
Desktop Research	\$1,000	\$500		\$1,500
Soil sampling	\$2,000	\$1,000	\$7,000	\$10,000
Reporting and project management	\$5,000			\$5,000
<b>TOTAL ESTIMATED PROJECT COST</b>				<b>\$22,500.00</b>

This budget includes the following assumptions:

- Interviews will be conducted at a location to be provided by the Village. Two full days have been budgeted for interviews.
- Soil sample locations will be marked in the field. We expect the Village Engineer will provide us a drawing for our report documenting sample locations.
- If, after completing interviews, modifications to the list of laboratory analytes seems appropriate we will prepare a modified scope of work and advise any budgetary impacts prior to proceeding.



Oakwood Village  
January 8, 2024  
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All work will be completed in accordance with the attached terms and conditions.

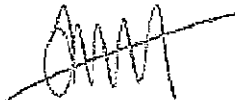
#### **SCHEDULE**

We are prepared to begin scheduling interviews immediately upon receipt of authorization to proceed. We will also commence the desktop research task immediately upon receipt of authorization to proceed. Soil sampling will be scheduled once the interviews and research are completed. Soil sampling will require snow and frost-free conditions. The soil sampling will take approximately one week to complete. Once the soil samples are collected, laboratory analysis will require approximately one week. Altogether, it is anticipated that this project will take 6 to 8 weeks to complete, contingent upon weather and other conditions beyond our control.

CREtelligent appreciates the opportunity to propose on this important project. Please do not hesitate to contact the undersigned with any questions or comments.

Regards,

**CREtelligent**



Fraser K. Hamilton, Sr PG EP  
Director, Environmental Consulting

1. The cost to the client shall not exceed the estimated cost without the client's prior written consent.

**Authorization to Proceed:**  
Please sign below and include appropriate contact information.

_____	_____
(Client or Authorized Client Representative)	Date
_____	_____
Printed Name	Title

**Billing Contact Information:**

Contact Name	_____
Company Name	_____
Address	_____
City, State, Zip	_____
Phone Number	_____
Fax Number	_____
Email Address	_____

Proposal  
Preliminary Assessment  
Environmental Conditions  
Wright Ave, Oakwood Village

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
James A. Climer, Law Director

**CREtelligent**  
**General Conditions**

**1.0 BILLING**

1.1 Invoices will be issued with the report, unless the work extends for more than 1 month, in which case invoices will be issued every four weeks. All invoices will be payable upon receipt, unless otherwise agreed.

1.2 Interest of 1 and 1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 15 days. Payments will be applied first to accrued interest and then to the unpaid principal amount of invoices. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

1.3 In the event that the Client requests termination or suspension of the work prior to completion of a report, CREtelligent. (the "Company") reserves the right to charge the Client for work completed and charges incurred by the Company as of the date of termination, including a charge to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. The Company reserves the right to impose a termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of termination.

**2.0 WARRANTY AND LIABILITY**

2.1 Company will provide services in accordance with the specifications prescribed by its Clients, in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. The Company hereby disclaims any warranties or representations, either expressed or implied, other than as expressly stated in the Company's proposals, contracts or reports.

2.2 The Company, its employees, subcontractors and agents shall not be liable for indirect or consequential damages, including without limitation loss of use, loss of value and loss of profits.

2.3 In addition to the limitations provided in 2.1 and 2.2, and notwithstanding any other provision herein, the liability of the Company, its employees, subcontractors and agents shall be limited to injury or loss to the extent caused by the negligence of the Company, its subcontractors and/or agents hereunder; and the liability of the Company for injury or loss arising from professional errors shall not exceed the lesser of (a) the total amount billed by the Company for the services rendered to Client, or (b) \$10,000. In no event shall the Company, its subcontractors or agents be liable for injuries or losses pertaining to environmental impairment, pollution, radiation, nuclear reaction or radioactive substances or conditions.

2.4 The Client agrees to indemnify and hold harmless the Company, its employees, subcontractors and agents against and from any claim, liability, attorneys' fees or other defense costs incurred because of (i) injury or loss caused by the acts and omissions of the Client, its employees, agents, contractors or subcontractors, and (ii) any third party claim arising from the performance of services hereunder by the Company, its agents or subcontractors with respect to claims that do not arise solely from the negligence or willful misconduct of the Company, its agents or subcontractors.

2.5 In the event that the Client asserts a claim against the Company that causes the Company to incur defense costs, and a court of law or arbitration panel rules in favor of the Company, the Client shall reimburse the Company for all costs, including attorney's fees, incurred by the Company in defending itself against such claim.

**3.0 GOVERNING LAW:**

These terms and conditions shall be governed by and construed in accordance with the laws of the State of California (without regard to its conflicts of law's provisions). The parties hereto hereby agree that venue of any action under these T&Cs shall be exclusively in Sacramento County, California, and that these terms and conditions are performable in part in Sacramento County, California.

**ORDINANCE NO. 2025-WS-09**

INTRODUCED BY \_\_\_\_\_

**AN ORDINANCE ADOPTING UPDATED FEES FOR THE SERVICES PROVIDED BY THE BUILDING DEPARTMENT, AMENDING CODIFIED ORDINANCE SECTION 1305.07, REPEALING EXISTING CODIFIED ORDINANCES 1305.08 THROUGH 1305.19 AND 1305.21 AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village of Oakwood provides for the payment of fees by applicants for certain services provided by the Building Department as specified in Codified Ordinance Sections 1305.08 through 1305.19 and 1305.21; and,

**WHEREAS**, the aforementioned fees were last updated at various times between 1974 and 2008; and,

**WHEREAS**, costs incurred for the proper operation of the Building Department have increased considerably since the last update of the foregoing fees; and,

**WHEREAS**, Council deems it necessary to update the fees charged by the Building Department in order to provide for its good order and operation and to provide for the health, safety and welfare of the citizens of the Village:

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

**SECTION 1.** Oakwood Codified Ordinance Section 1305.07, which presently reads as follows:

**1305.07 - Fee collection.**

Fees shall be charged for the examination of plans, permits to proceed and for the inspection of all types of construction, installation demolition, removal or alteration work performed on all types of property within the Municipality in accordance with the following sections and not specifically provided for otherwise in other chapters or sections of the Codified Ordinances. Such fees shall be charged by the Building and Zoning Inspector and delivered to the Director of Finance in accordance with the procedures adopted by the Director of Finance.

shall be amended to read as follows:

**1305.07 - Fee collection.**

Fees not specifically provided for otherwise in other chapters or sections of the Codified Ordinances shall be charged for the examination of plans, permits to proceed and for the inspection of all types of construction, installation demolition, removal or alteration work performed on all types of property within the Municipality in accordance with schedules approved by Council and maintained on file by the Chief Building Official. Such fees shall be charged by the Chief Building Official and delivered to the Director of Finance in

accordance with the laws of the State of Ohio, the Village and procedures adopted by the Director of Finance.

**SECTION 2.** Council hereby adopts the schedules set forth in Exhibits A and B attached hereto and incorporated herein and directs that the fees specified therein be charged by the Building Department for its activities as set forth in said schedules.

**SECTION 3.** Codified Ordinance Sections 1305.08, 1305.09, 1305.10, 1305.11, 1305.12, 1305.13, 1305.14, 1305.15, 1305.16, 1305.17, 1305.18, 1305.19 and 1305.21 be and hereby are repealed and the Codifier is hereby instructed to implement that repeal in the Codified Ordinances of the Municipality.

**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 updated fees to be charged for the activities of the Building Department are necessary to provide for its good order and efficient operation for the benefit of the health, safety and welfare of the citizens of Oakwood, therefore, provided it receives two-thirds ( $\frac{2}{3}$ ) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

\_\_\_\_\_  
Erica Nikolic, President of Council

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2025-     was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

**POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2025-     was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

EXHIBIT A

Oakwood Village, Ohio Residential Fees

<u>RESIDENTIAL BUILDING PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION	250.00		_____
		_____ X .10 =	_____
FOUNDATION ONLY	200.00		_____
DEMOLITION HOUSE	200.00		_____
INTERIOR DEMOLITION	75.00		_____
DEMOLITION ACCESSORY STRUCTURE	100.00		_____
ALTERATIONS & ADDITIONS	200.00		_____
		_____ X .10 =	_____
OCCUPANCY & USE NEW DWELLING	150.00		_____
OCCUPANCY FOR ADDITION >750 SQ. FT.	75.00		_____
WATER SERVICE, SANITARY & STORM	100.00 X _____ =		_____
CONNECTIONS, LATERALS (Includes repairs)			_____
EACH EXTERIOR STORM WATER BASIN	50.00 X _____ =		_____
		1% BBS FEE	_____
		<u>TOTAL</u>	_____
<u>RESIDENTIAL ELECTRICAL PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION	150.00		_____
		_____ X .07 =	_____
ALTERATIONS & ADDITIONS	100.00		_____
		_____ X .07 =	_____
TEMPORARY SERVICE	75.00		_____
NEW or REPLACEMENT SERVICE	100.00		_____
ELECTRIC PANELS, SUB-PANELS	75.00 X _____ =		_____
GENERATOR	200.00		_____
Solar System	150.00		_____
		1% BBS FEE	_____
		<u>TOTAL</u>	_____
<u>RESIDENTIAL PLUMBING PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION & ADDITIONS	150.00		_____
		_____ X .05 =	_____
REMODELING & ALTERATIONS	100.00		_____
		_____ X .05 =	_____
EACH FIXTURE	25.00 X _____ =		_____
EACH HOT WATER HEATER	75.00 X _____ =		_____
WATER SERVICE, SANITARY & STORM			_____
CONNECTIONS, LATERALS (Includes repairs)	100.00 X _____ =		_____
GAS LINE	50.00		_____
		1% BBS FEE	_____
		<u>TOTAL</u>	_____

<u>RESIDENTIAL HVAC PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
NEW CONSTRUCTION	150.00		_____
		_____ X .05 =	_____
ALTERATIONS & ADDITIONS	100.00		_____
		_____ X .05 =	_____
EACH HEATING UNIT OR AC UNIT	100.00	X _____ =	_____
SOLAR OR GEOTHERMAL	150.00		_____

1% BBS FEE

TOTAL

RESIDENTIAL DEPOSITS & SERVICE FEES

DEMOLITION OF DWELLING DEPOSITS	500.00	_____
ENGINEERING DEPOSIT	800.00	_____
PARK FEE	500.00	_____
RIGHT OF WAY DEPOSIT	2000.00	_____
OTHER OPENINGS (ADJACENT TO STREET/SIDEWALKS)	250.00	_____
SIDEWALK EXCAVATION	225.00	_____

TOTAL

NEW DWELLING RESIDENTIAL PLAN REVIEW FEES

STRUCTURAL	100.00	_____
ELECTRICAL	50.00	_____
HVAC	50.00	_____
PLUMBING	50.00	_____
FIRE SUPPRESSION	50.00	_____

1% BBS FEE

TOTAL

ADDITIONS, ALTERATIONS, DECKS, GARAGES, ACCESSORY STRUCTURES PLAN REVIEW FEES

STRUCTURAL	50.00	_____
ELECTRICAL	35.00	_____
HVAC	35.00	_____
PLUMBING	35.00	_____
FIRE SUPPRESSION	35.00	_____

1% BBS FEE

TOTAL

<u>RESIDENTIAL MISC. FEES &amp; PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
ROOFING OR SIDING	100.00		_____
WINDOW OR DOOR REPLACEMENT	50.00		_____
GARAGES OR ACCESSORY BLDG.	150.00		_____
		X _____ .09 =	_____
GARAGE FLOOR	35.00		_____
SWIMMING POOL, HOT TUB, FOUNTAIN	100.00		_____
DRIVEWAY	75.00		_____
APRON	50.00		_____
SIDEWALK/PATIO	35.00	X _____ =	_____
GRADING OF EXISTING LOT	75.00		_____



EACH FIREPLACE	50.00 X _____ =	_____
SECURITY SYSTEM	60.00	_____
FENCE	50.00	_____
RETAINING WALL	75.00	_____
ELEVATOR	150.00	_____
....EACH FLOOR SERVED	30.00 X _____ =	_____
WATERPROOFING	125.00	_____

LAWN SPRINKLER	50.00	_____
REINSPECTION FEE (WHEN APPLICABLE)	75.00	_____
WORK STARTED WITHOUT PERMITS (DOUBLE PERMIT FEE)		_____
Temporary Structures	125.00	
Tents	75.00	
MISC. FEE TBD BY CBO FOR SPECIAL CIRCUMSTANCE		_____

#### CURB CUTTING

- (a) *New work.* A fee of \$10.00 per lineal foot of curb to be cut, lowered or removed, with a minimum fee of \$100.00 \_\_\_\_\_
- (b) *Widening previous cuts.* A fee of \$10.00 per lineal foot of curb to be cut, lowered or removed, with a minimum fee of \$75.00. \_\_\_\_\_

#### GRADE SETTING FEES

- (a) ONE- AND TWO-FAMILY DWELLING \$1,000 \_\_\_\_\_
- (b) BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS \$1,500 PER 1,000 SQUARE FEET  
OR PORTION THEREOF \_\_\_\_\_

SUB-TOTAL \_\_\_\_\_

1% BBS FEE \_\_\_\_\_

TOTAL \_\_\_\_\_

# EXHIBIT B

## Oakwood Village, Ohio Commercial Fees

ADDRESS OF PROJECT: \_\_\_\_\_

COMMERCIAL BUILDING PERMITS	BASE FEE	VALUATION FEE	
NEW CONSTRUCTION	450.00		_____
		_____ X .02 =	_____
ADDITIONS	250.00		_____
		_____ X .02 =	_____
ALTERATIONS	175.00		_____
		_____ X .02 =	_____
DEMOLITION BUILDING	250.00		_____
INTERIOR DEMOLITION	100.00		_____
OCCUPANCY & USE	150.00		_____
EACH EXTERIOR STORM WATER BASIN	50.00 X _____ =		_____
		SUB-TOTAL	_____
		3% BBS FEE	_____
		<b>TOTAL</b>	_____

COMMERCIAL ELECTRICAL PERMITS	BASE FEE	SQUARE FOOT FEE	
NEW CONSTRUCTION	250.00		_____
		_____ X .10 =	_____
ADDITIONS	175.00		_____
		_____ X .10 =	_____
ALTERATIONS	125.00		_____
		_____ X .10 =	_____
EACH TRANSFORMERS, HEATERS	50.00 X _____ =		_____
COMMUNICATION SYSTEM	75.00		_____
TEMPORARY SERVICE	100.00		_____
NEW or REPLACEMENT SERVICE	100.00		_____
ELECTRIC PANELS, SUB-PANELS	75.00 X _____ =		_____
SECURITY SYSTEM	100.00		_____
COMMUNICATION TOWER	400.00		_____
Solar System	250.00		_____
		SUB-TOTAL	_____
		3% BBS FEE	_____
		<b>TOTAL</b>	_____

COMMERCIAL PLUMBING PERMITS	BASE FEE	SQUARE FOOT FEE	
NEW CONSTRUCTION	250.00		_____
		_____ X .10 =	_____
ADDITIONS	175.00		_____
		_____ X .10 =	_____
ALTERATIONS	125.00		_____
		_____ X .10 =	_____
EACH FIXTURE	25.00 X _____ =		_____
EACH HOT WATER HEATER	50.00 X _____ =		_____
WATER SERVICE, SANITARY AND STORM CONNECTIONS,			_____
LATERALS (INCLUDES REPAIRS)	125.00 X _____ =		_____
GAS LINE	75.00		_____
		SUB-TOTAL	_____

**TOTAL**

SQUARE FOOT FEE

SUB-TOTAL \_\_\_\_\_  
3% BBS FEE \_\_\_\_\_

**TOTAL**

DEMOLITION OF COMMERCIAL BUILDING DEPOSIT	1000.00	
ENGINEERING DEPOSIT (NEW STRUCTURE)	2000.00	
SITE WORK ONLY	1000.00	
PARK FEE	500.00	
RIGHT OF WAY	2000.00	
OTHER OPENINGS (ADJACENT TO STREET/SIDEWALK)	500.00	
SIDEWALK EXCAVATION	225.00	
SEWER SERVICE LINE DEPOSIT	500.00	

TOTAL

**SQUARE FOOT FEE**

SUB-TOTAL \_\_\_\_\_  
3% BBS FEE \_\_\_\_\_

Category	Value
1. <b>Direct Costs</b>	
a. <b>Materials</b>	
b. <b>Labor</b>	
c. <b>Overhead</b>	
2. <b>Indirect Costs</b>	
a. <b>Administrative</b>	
b. <b>Marketing</b>	
c. <b>Research &amp; Development</b>	
3. <b>Other Costs</b>	
a. <b>Interest</b>	
b. <b>Depreciation</b>	
4. <b>TOTAL</b>	

COMMERCIAL MISC. FEES & PERMITS	BASE FEE	SQUARE FOOT FEE
GRADING	125.00	
PARKING LOTS, PER 5000 SQ. FT. OR		
PORTION THEREOF	125.00 X _____ =	
DRIVEWAY/APRON	100.00 X _____ =	
SIDEWALKS/PATIOS	50.00 X _____ =	
SWIMMING POOL	350.00 X _____ =	
HOT TUB	150.00 X _____ =	
WATER FEATURE	100.00 X _____ =	
FENCE	100.00	
ELEVATORS	250.00	
....EACH FLOOR SERVED	30.00 X _____ =	
FIRE ALARM SYSTEM	150.00	
....EACH DEVICE	2.00 X _____ =	
FIRE SUPPRESSION	150.00	
....EACH HEAD	2.00 X _____ =	
HOOD & HOOD SUPPRESSION	175.00	
EACH FIREPLACE	75.00 X _____ =	
SIGN <24 SQ. FT.	75.00	
SIGN BETWEEN 24 & 48 SQ. FT.	100.00	
SIGNS >48 SQ. FT.	150.00	
FIRE INSPECTION	150.00	
SPECIAL EVENTS	150.00	
RE-INSPECTION FEES	100.00	
WORK STARTED WITHOUT PERMITS (DOUBLE PERMIT FEE)		
Temporary Structures	125.00	
Tents	75.00	
MISC. FEE TBD BY CBO FOR SPECIAL CIRCUMSTANCE		
CURB CUTTING		
(a) <i>New work.</i> A fee of \$10.00 per lineal foot of curb to be cut, lowered or removed, with a minimum fee of \$100.00		
(b) <i>Widening previous cuts.</i> A fee of \$10.00 per lineal foot of curb to be cut, lowered or removed, with a minimum fee of \$75.00.		
GRADE SETTING FEES		
(a) ONE- AND TWO-FAMILY DWELLING \$1,000		
(b) BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS \$1,500 PER 1,000 SQUARE FEET		
OR PORTION THEREOF		
SUB-TOTAL		
3% BBS FEE		
<b>TOTAL</b>		

**RESOLUTION 2025-WS-10**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO  
ACCEPT A GRANT FROM THE CUYAHOGA COUNTY  
SOLID WASTE DISTRICT**

**WHEREAS**, the Village of Oakwood has been awarded a grant in the amount of \$3,560 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 \$3,560 to promote and educate residents of the Village about recycling as detailed in 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 same relates to the daily operation of a municipal department and time sensitive deadlines for the acceptance of the funds, therefore, provided it received 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: \_\_\_\_\_

\_\_\_\_\_  
Erica Nikolic, President of Council

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

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

\_\_\_\_\_  
Mayor – Gary V Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Resolution No. 2025-      was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

**POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, does hereby certify that Resolution 2025-      was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_ 2025 and will remain posted in accordance with the Oakwood Village Charter.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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



## 2025 COMMUNITY RECYCLING AWARENESS GRANT

### GRANT AWARD & ACKNOWLEDGEMENT FORM

Sign and return page 2 of this form to [csnyder@cuyahogacounty.gov](mailto:csnyder@cuyahogacounty.gov) on or before March 28, 2025.

#### APPROVED GRANT AWARD: OAKWOOD VILLAGE

The Cuyahoga County Solid Waste District has approved a grant of **\$3,560 for the Village of Oakwood** to implement the activities noted below and described in your 2025 grant application.

- **Two shred events, recycle right postcards print/mail**

#### NOT ALLOWABLE *Items not approved in grant request*

There were no unallowable items requested in the grant application.

#### CONDITIONS OF APPROVAL

There are no conditions of approval for this grant award.

#### RECOMMENDATIONS & NOTES

The following items are recommended for your grant project:

- Review the list of acceptable items for your community. Update any links you have for the Solid Waste District. Your community's URL on our website is [cuyahogarecycles.org/recycle-in/oakwood-village/](http://cuyahogarecycles.org/recycle-in/oakwood-village/)
- If you have recycling information posted on your community's website, make sure it is current and correct.
- Find additional ways to expand communications about recycling right throughout the year, including mayoral newsletters, community magazines, education displays, and social media.
- Use the toolkit. The brand guidelines, logos, new icons, and customizable pieces can be accessed at
  - <http://toolkit.cuyahogarecycles.org/>
  - Login: CCSWDToolKit ("K" must be capitalized)
  - Password: Wel0verecycling! ("0" is a zero, not a letter)
  - Click on your community's name to highlight it in blue, then submit. The login will take you to your customizable products.

The effective date of this grant is February 25, 2025. Expenses incurred before this date will not be reimbursed.

**This notice of grant award does not mean your education component has received final approval** from the Solid Waste District for print or publication. A sample or draft must be submitted to the District Contact for approval.

See ideas and PDFs of items purchased or produced with grant funds at [cuyahogarecycles.org/district\\_grants/](http://cuyahogarecycles.org/district_grants/)

Grant activities should be completed according to the timeline in your grant application but no later than October 31, 2025.

The Solid Waste District will disburse the grant funds following the completion of the grant activities and the satisfactory performance of Grantee obligations described herein. See the included grant acknowledgment form on page 2. To request the funds, the Grantee must complete and submit a *Grant Reimbursement Report* and all required documentation. See [cuyahogarecycles.org/district\\_grants/](http://cuyahogarecycles.org/district_grants/)

**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.gov](mailto:csnyder@cuyahogacounty.gov)





## VILLAGE OF OAKWOOD

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

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

- ☐ **DEADLINES:** The Grantee will complete all grant activities per 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 packet no later than 4:00 PM on November 7, 2025.
- ☐ **PURCHASING REQUIREMENTS:** The Grantee will abide by their local purchasing requirements when spending grant funds and will keep records of all grant expenses, including purchase orders, invoices, receipts, and proof of payment to account for all grant funds.
- ☐ **APPROVAL OF EDUCATION PIECES:** Before 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.
- ☐ **GRAPHICS AND DESIGN:** 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 recycling across Cuyahoga County. The login instructions for the toolkit are available in the grant application packet, on page 1 of this agreement, or from the District Contact.
- ☐ **FUNDING CREDIT:** The Grantee will include a funding credit line and District logo on awareness materials produced with grant funds. A digital logo copy is available from the District Contact or can be downloaded from the online toolkit. The credit line should appear as follows:

Grant funding provided by:



- ☐ **PROOF OF PAYMENT:** The Grantee acknowledges that proof of payment must be received at the Solid Waste District by the deadline for grant-associated invoices to be reimbursed out of the District's 2025 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 2026 will be less than this reimbursement amount.
- ☐ **MERIT-BASED AWARDS:** 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

\_\_\_\_\_  
Community



**SECOND AMENDED RESOLUTION NO. 2024-128**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FINANCIERE ESTEREL d/b/a TRESICAL, INC. FOR THE PROVISION OF A JOB CREATION GRANT AND DECLARING AN EMERGENCY**

**WHEREAS**, Tresca!, Inc., a Michigan corporation and a wholly owned subsidiary of Financiere Esterel, a French company (hereinafter Tresca!), has approached the Village of Oakwood to explore locating its operations within the Village of Oakwood; and

**WHEREAS**, Tresca! has solicited a Job Creation Tax Credit from the Village of Oakwood;

and

**WHEREAS**, The King Group through various of its companies, and including Access Point Properties II, LTD., an Ohio limited liability company, (hereinafter *King Group*) has developed facilities that have caused interest by Tresca! in locating its US headquarters in Oakwood; and

**WHEREAS**, R.C. Sec 718.15 permits municipalities to grant job creation tax credits; and

**WHEREAS**, the Council of Village of Oakwood has investigated this matter and has recommended the approval of this grant:

**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 a Job Creation Grant Agreement in the form substantially similar to the one attached hereto, expressly made a part hereof by reference, and marked Exhibit "A".

**SECTION 2.** The Finance Director be and is hereby authorized to expend such funds of the Village pursuant to and in accordance with the terms and conditions contained in the attached Agreement.

**SECTION 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the creation of job opportunities and other economic benefits for residents of the Village and surrounding areas for which time is of the essence, therefore, provided it receives two-thirds ( $\frac{1}{2}$ ) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

\_\_\_\_\_  
Erica Nikolic, President of Council

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Amended Resolution No. 2024-128 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Amended Resolution No. 2024-128 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village Charter.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

## EXHIBIT A

### JOB CREATION TAX CREDIT AGREEMENT

This agreement made and entered into as of the last date of signature set forth hereinbelow, by and between the Village of Oakwood, Ohio, an Ohio municipal corporation, with its main offices located at 24800 Broadway Avenue, Oakwood Village, Ohio 44146 (hereinafter referred to as "Village" or "Oakwood") and Tresca!, Inc., a Michigan corporation with its main offices located at 8 rue del'Estrel, F-94150, RUNGIS, FR (hereinafter referred to as "Company").

#### WITNESSETH:

**WHEREAS**, Oakwood has encouraged the creation and retention of job opportunities throughout the Village; and

**WHEREAS**, the Company is desirous of leasing certain facilities located at Bldg. F, Ste A, 7730 First Place, Oakwood Village, Ohio 44146, to create employment opportunities (hereinafter sometimes referred to as the "Project") within the boundaries of the Village of Oakwood, provided that the appropriate development incentives are available to support the economic viability of said Project; and

**WHEREAS**, **A c c e s s** Point Properties II, LTD., an Ohio limited liability company, Donald M. King, managing partner (hereinafter "**King Group**") has developed facilities that have caused interest by the Company in locating its US headquarters in Oakwood; and

**WHEREAS**, the Village of Oakwood is desirous of providing the Company with incentives available for the development of the Project; and

**WHEREAS**, the Council of the Village of Oakwood has investigated this matter and has recommended the same on the basis that the Company is qualified by financial responsibility and business experience to create employment within the Village of Oakwood and improve the economic climate of Oakwood;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefits to be derived by the parties from the execution hereof, the parties hereto agree as follows:

1. Description of the Project.

- A. The Company shall lease for a period of ten (10) years certain facilities located at Bldg. F, Ste. A, 7730 First Place, Oakwood Village, Ohio, 44146 for the location of its Cleveland operations. The Company is a leading world-wide supplier of calibration services in numerous industries including aerospace, food and beverage, telecommunications, automobile, and life sciences.

2. Job Creation and Retention.

- A. The Company shall create 32 jobs in the Village of Oakwood, by December 31, 2024, which will result in a minimum \$1,500,000.00 annual payroll subject to the imposition of the Village's Municipal Income Tax.

3. Issuance of Credit.

- A. The Village of Oakwood hereby grants a non-refundable Job Creation Tax Credit based upon the creation of new payroll and jobs in the Village of Oakwood, according to the schedule below.

Amount of Grant

7 years	Fifty percent (50%) of the actual withholding tax commencing in 2024 and, thereafter, for each year the grant is in effect up to a cumulative total credit of \$350,000.00 over the term of this Agreement provided the annual payroll is \$ 1,500,000.00 or more.
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- B. To receive a credit in any given year, the Company must make written application to the Village through the Mayor for such credit and provide the necessary documentation in support of its application. Based upon the information supplied to the Mayor, the Mayor shall recommend in writing to Village Council whether the credit should be given for any such year. Based upon Council's review of the information and documentation supplied by the Company together with the recommendation of the Mayor, Council shall either approve or deny such credit based upon compliance by the Company with the criteria set forth in this Agreement. This application must be made no later than February 28<sup>th</sup> of any year for which a grant is in effect.
- C. In the event the Company exercises its option to renew its lease agreement for the facilities described herein, Oakwood shall consider extending the Job Creation Credit dependent upon the increased level in the Company's annual payroll.

4. Credit Payments.

- A. Initial Credit Payment.

Payroll levels as provided herein must be met by December 31, 2024. The initial credit payment shall be made by June 1, 2025 (the following year), provided that the Company files a Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28, 2025.

- B. Timing of Annual Credit Payments. Annual credit payments shall be made by June 1<sup>st</sup> of the following year, provided that the company files its Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28<sup>th</sup>. If the Company requests an extension for filing of its RITA Form 17, the Village shall make the credit payment

within three months of the extended filing date. It is the responsibility of the company to advise the Mayor of the filing of an extension.

5. Information for Annual Review. The Company shall timely provide to the Village any information reasonably required by the Village to evaluate the Company's compliance with this Agreement.
6. Certification as to Payments of Taxes. The Company certifies that at the time this Agreement is executed and during any time while this Agreement is in effect, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has not filed a petition in bankruptcy nor has such a petition been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the last day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
7. Non-Discrimination Hiring. By executing this Agreement, the Company is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry. The Company further agrees to use a good- faith effort in giving preference in hiring to Oakwood Village residents provided they are otherwise qualified for the position available.
8. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Oakwood Village Council. The Village hereby consents to the assignment of some, or all of the incentives described herein from Tresca! to Access Point Properties II, LTD., an Ohio limited liability company. The Village further acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of the Company or to any third party so long as, with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the Village's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of the Company in all pertinent respects.
9. Termination of Grant
  - A. This Agreement shall expire December 31, 2031 unless otherwise extended except that credits accumulating for the year 2031 shall be paid in 2032 according to the schedules set forth hereinabove.
  - B. If the Company fails to submit required information and/or reports as set forth above, the Village may terminate or modify this Agreement and deny or modify future

grants heretofore granted from the date of the Company's breach or default. In the case as provided in this Subsection, the Village's termination or modification of this Agreement may be instituted only if the Company fails to cure any breach of any term of this Agreement as determined by the Village within ten (10) days of receiving written notice of such failure from the Village or, if cure of the breach cannot be completed within ten (10) days, if the Company has not made a good faith start of the cure, and/or not diligently pursued same.

- C. Oakwood may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, if the Village determines that the certification as to delinquent taxes required by this Agreement is fraudulent or untrue, or if the Company otherwise breaches this Agreement.
- D. Oakwood will terminate or modify this Agreement and will also require the repayment of 100% of the full amount of the grant payments awarded under this Agreement, upon the occurrence of the following:

The Company vacates the leased premises located at Bldg. F, Ste. A, 7730 First Place, Oakwood, Ohio and moves the Project out of the Village of Oakwood or terminates its operations at the leased premises altogether during the term of this Agreement ending December 31, 2031.

- E. In determining whether or not to modify this Agreement the Mayor of the Village of Oakwood and Village Council shall consider the effect of market conditions on the Company's project and whether or not the Company is closing its operations, relocating its operations outside the Village of Oakwood or relocating its operations within the Village of Oakwood. After making the determination, the Mayor shall recommend to Village Council any modifications to this Agreement. The Village Council may adopt or modify this recommendation at its discretion. The Company agrees to reimburse the Village of Oakwood any grant refunds as provided above within fifteen (15) days of the date of the notice to refund grant funds is provided to the Company as detailed herein.

10. Any notices, statements, acknowledgments, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the Village to: Village of Oakwood  
24800 Broadway Avenue  
Oakwood Village, Ohio 44146  
Attn: Mayor

With a copy to: Director of Law - Village of Oakwood  
24800 Broadway Avenue  
Oakwood Village, Ohio 44146

If to the Company to: Tresca!, Inc.  
Bldg, F, Ste. A  
7730 First Place  
Oakwood Village, Ohio 44146

11. Condition Precedent. The Company and Oakwood acknowledge that this Agreement must be approved by formal action of the legislative authority of the Village of Oakwood as a condition for this Agreement to take effect.

**IN WITNESS WHEREOF**, the parties hereto, after first being duly authorized, have executed this Agreement on the date first written above.

WITNESSED BY:  
OAKWOOD

VILLAGE OF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Gary V. Gottschalk  
Mayor  
Village of Oakwood

\_\_\_\_\_  
DATE

WITNESSED  
BY

TRESCAL, INC., a Michigan corporation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title

\_\_\_\_\_  
DATE

Approved as to legal form:

\_\_\_\_\_

James A. Climer,  
Director of Law  
Village of Oakwood

This Agreement has been authorized by Amended Resolution No. 2024-128, adopted the \_\_\_\_\_ day of \_\_,2024.

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Tanya Joseph, Clerk of Council



## **RESOLUTION NO. 2024-128**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

### **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FINANCIERE ESTEREL d/b/a TRESICAL, INC. FOR THE PROVISION OF A JOB CREATION GRANT AND DECLARING AN EMERGENCY**

**WHEREAS**, Trescal, Inc., a Michigan corporation and a wholly owned subsidiary of Financiere Esterel, a French company (hereinafter Trescal), has approached the Village of Oakwood to explore locating its operations within the Village of Oakwood; and

**WHEREAS**, Trescal has solicited a Job Creation Tax Credit from the Village of Oakwood; and

**WHEREAS**, The King Group through various of its companies, and including Access Point Properties II, LTD., an Ohio limited liability company, (hereinafter *King Group*) has developed facilities that have caused interest by Trescal in locating its US headquarters in Oakwood; and

**WHEREAS**, R.C. Sec 718.15 permits municipalities to grant job creation tax credits; and

**WHEREAS**, the Council of Village of Oakwood has investigated this matter and has recommended the approval of this grant:

**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 a Job Creation Grant Agreement in the form substantially similar to the one attached hereto, expressly made a part hereof by reference, and marked Exhibit "A".

**SECTION 2.** The Finance Director be and is hereby authorized to expend such funds of the Village pursuant to and in accordance with the terms and conditions contained in the attached Agreement.

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

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

\_\_\_\_\_  
Erica Nikolic, President of Council

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2024-128 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2024-128 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted in accordance with the Oakwood Village Charter.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

## EXHIBIT A

### JOB CREATION TAX CREDIT AGREEMENT

This agreement made and entered into as of the last date of signature set forth hereinbelow, by and between the Village of Oakwood, Ohio, an Ohio municipal corporation, with its main offices located at 24800 Broadway Avenue, Oakwood Village, Ohio 44146 (hereinafter referred to as "Village" or "Oakwood") and Trescal, Inc., a Michigan corporation with its main offices located at 8 rue del'Estrel, F-94150, RUNGIS, FR (hereinafter referred to as "Company").

#### WITNESSETH:

**WHEREAS**, Oakwood has encouraged the creation and retention of job opportunities throughout the Village; and

**WHEREAS**, the Company is desirous of leasing certain facilities located at Bldg. F, Ste A, 7730 First Place, Oakwood Village, Ohio 44146, to create employment opportunities (hereinafter sometimes referred to as the "Project") within the boundaries of the Village of Oakwood, provided that the appropriate development incentives are available to support the economic viability of said Project; and

**WHEREAS**, Access Point Properties II, LTD., an Ohio limited liability company, Donald M. King, managing partner (hereinafter "**King Group**") has developed facilities that have caused interest by the Company in locating its US headquarters in Oakwood; and

**WHEREAS**, the Village of Oakwood is desirous of providing the Company with incentives available for the development of the Project; and

**WHEREAS**, the Council of the Village of Oakwood has investigated this matter and has recommended the same on the basis that the Company is qualified by financial responsibility and business experience to create employment within the Village of Oakwood and improve the economic climate of Oakwood;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefits to be derived by the parties from the execution hereof, the parties hereto agree as follows:

1. Description of the Project.

- A. The Company shall lease for a period of ten (10) years certain facilities located at Bldg, F, Ste. A, 7730 First Place, Oakwood Village, Ohio, 44146 for the location of its Cleveland operations. The Company is a leading world-wide supplier of calibration services in numerous industries including aerospace, food and beverage, telecommunications, automobile and life sciences.

2. Job Creation and Retention.

- A. The Company shall create 32 jobs in the Village of Oakwood, by December 31, 2024, which will result in a minimum \$1,500,000.00 annual payroll subject to the imposition of the Village's Municipal Income Tax.

3. Issuance of Credit.

- A. The Village of Oakwood hereby grants a non-refundable Job Creation Tax Credit based upon the creation of new payroll and jobs in the Village of Oakwood, according to the schedule below.

<u>Years</u>	<u>Amount of Grant</u>
7	Seventy-five percent (75%) of the actual withholding tax commencing in 2024 and, thereafter, for each year the grant is in effect provided the annual payroll is \$ 1,500,000.00 or more.

- B. To receive a credit in any given year, the Company must make written application to the Village through the Mayor for such credit and provide the necessary documentation in support of its application. Based upon the information supplied to the Mayor, the Mayor shall recommend in writing to Village Council whether the credit should be given for any such year. Based upon Council's review of the information and documentation supplied by the Company together with the recommendation of the Mayor, Council shall either approve or deny such credit based upon compliance by the Company with the criteria set forth in this Agreement. This application must be made no later than February 28<sup>th</sup> of any year for which a grant is in effect.
- C. In the event the Company exercises its option to renew its lease agreement for the facilities described herein, Oakwood shall consider extending the Job Creation Credit dependent upon the increased level in the Company's annual payroll.

4. Credit Payments.

A. Initial Credit Payment.

Payroll levels as provided herein must be met by December 31, 2024. The initial credit payment shall be made by June 1, 2025 (the following year), provided that the Company files a Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28, 2025.

- B. Timing of Annual Credit Payments. Annual credit payments shall be made by June 1<sup>st</sup> of the following year, provided that the company files its Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28<sup>th</sup>. If the Company requests an extension for filing of its RITA Form 17, the Village shall make the credit payment

within three months of the extended filing date. It is the responsibility of the company to advise the Mayor of the filing of an extension.

5. Information for Annual Review. The Company shall timely provide to the Village any information reasonably required by the Village to evaluate the Company's compliance with this Agreement.
6. Certification as to Payments of Taxes. The Company certifies that at the time this Agreement is executed and during any time while this Agreement is in effect, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has not filed a petition in bankruptcy nor has such a petition been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the last day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
7. Non-Discrimination Hiring. By executing this Agreement, the Company is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry. The Company further agrees to use a good-faith effort in giving preference in hiring to Oakwood Village residents provided they are otherwise qualified for the position available.
8. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Oakwood Village Council. The Village hereby consents to the assignment of some or all of the incentives described herein from Trescal to Access Point Properties II, LTD., an Ohio limited liability company. The Village further acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of the Company or to any third party so long as, with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the Village's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of the Company in all pertinent respects.
9. Termination of Grant
  - A. This Agreement shall expire December 31, 2031 unless otherwise extended except that credits accumulating for the year 2031 shall be paid in 2032 according to the schedules set forth hereinabove.
  - B. If the Company fails to submit required information and/or reports as set forth above, the Village may terminate or modify this Agreement and deny or modify future

grants heretofore granted from the date of the Company's breach or default. In the case as provided in this Subsection, the Village's termination or modification of this Agreement may be instituted only if the Company fails to cure any breach of any term of this Agreement as determined by the Village within ten (10) days of receiving written notice of such failure from the Village or, if cure of the breach cannot be completed within ten (10) days, if the Company has not made a good faith start of the cure, and/or not diligently pursued same.

- C. Oakwood may terminate or modify this Agreement and may also require the repayment of the full amount of grant payments awarded under this Agreement, if the Village determines that the certification as to delinquent taxes required by this Agreement is fraudulent or untrue, or if the Company otherwise breaches this Agreement.
- D. Oakwood may terminate or modify this Agreement and may also require the repayment of 100% of the full amount of the grant payments awarded under this Agreement, upon the occurrence of the following:

The Company vacates the leased premises located at Bldg. F, Ste. A, 7730 First Place, Oakwood, Ohio and moves the Project out of the Village of Oakwood or terminates its operations at the leased premises altogether during the term of this Agreement ending December 31, 2031.

- E. In determining whether or not to modify this Agreement the Mayor of the Village of Oakwood and Village Council shall consider the effect of market conditions on the Company's project and whether or not the Company is closing its operations, relocating its operations outside the Village of Oakwood or relocating its operations within the Village of Oakwood. After making the determination, the Mayor shall recommend to Village Council any modifications to this Agreement. The Village Council may adopt or modify this recommendation at its discretion. The Company agrees to reimburse the Village of Oakwood any grant refunds as provided above within fifteen (15) days of the date of the notice to refund grant funds is provided to the Company as detailed herein.

10. Any notices, statements, acknowledgments, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the Village to: Village of Oakwood  
24800 Broadway Avenue  
Oakwood Village, Ohio 44146  
Attn: Mayor

With a copy to: Director of Law - Village of Oakwood  
24800 Broadway Avenue  
Oakwood Village, Ohio 44146

If to the Company to: Trescal, Inc.  
Bldg, F, Ste. A  
7730 First Place  
Oakwood Village, Ohio 44146

11. Condition Precedent. The Company and Oakwood acknowledge that this Agreement must be approved by formal action of the legislative authority of the Village of Oakwood as a condition for this Agreement to take effect.

**IN WITNESS WHEREOF**, the parties hereto, after first being duly authorized, have executed this Agreement on the date first written above.

WITNESSED BY:

VILLAGE OF OAKWOOD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Gary V. Gottschalk  
Mayor  
Village of Oakwood

\_\_\_\_\_  
DATE

WITNESSED BY

TRESCAL, INC., a Michigan corporation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title

\_\_\_\_\_  
DATE

Approved as to legal form:

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

This Agreement has been authorized by Resolution No. 2024-128, adopted the \_\_\_\_ day  
of \_\_\_\_\_, 2024.

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Tanya Joseph, Clerk of Council



**RESOLUTION NO. 2024-129**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
WITH FINANCIERE ESTEREL d/b/a TRESICAL, INC., FOR THE PROVISION OF A  
NON-REFUNDABLE NET PROFITS TAX CREDIT AND DECLARING AN  
EMERGENCY**

**WHEREAS**, Trescal, Inc., a Michigan corporation and a wholly owned subsidiary of Financiere Esterel, a French company, has approached the Village of Oakwood to explore locating its operations within the Village of Oakwood; and

**WHEREAS**, Trescal has solicited a Net Profits Tax Credit from the Village of Oakwood;  
and

**WHEREAS**, R.C. Sec 718.15 permits municipalities to grant net profits tax credits;

**WHEREAS**, the Council of Village of Oakwood has investigated this matter and has recommended the approval of this credit:

**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 a Net Profits Tax Credit Agreement in the form substantially similar to the one attached hereto, expressly made a part hereof by reference, and marked Exhibit "A".

**SECTION 2.** The Finance Director be and is hereby authorized to expend such funds of the Village pursuant to and in accordance with the terms and conditions contained in the attached Agreement.

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

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

\_\_\_\_\_  
Erica Nikolic, President of Council

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Resolution No. 2024-129 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Resolution No. 2024-129 was duly posted on the \_\_\_\_ day of \_\_\_\_\_, 2024, and will remain posted in accordance with the Oakwood Village Charter.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

## EXHIBIT A

### NET PROFITS TAX CREDIT AGREEMENT

This agreement made and entered into as of the last date of signature set forth hereinbelow, by and between the Village of Oakwood, Ohio, an Ohio municipal corporation, with its main offices located at 24800 Broadway Avenue, Oakwood Village, Ohio 44146 (hereinafter referred to as "Village" or "Oakwood") and Trescal, Inc., a Michigan corporation with its main offices located at Parc d'Affaires Silic, 8 rue de l'Estrel, F-94150, RUNGIS, FR., and a wholly-owned subsidiary of Financiere Esterel, a French company (hereinafter referred to as "Company").

#### WITNESSETH:

**WHEREAS**, Oakwood has encouraged the creation and retention of job opportunities throughout the Village; and

**WHEREAS**, the Company is desirous of leasing certain facilities located at Bldg. F, Ste. A, 7730 First Place, Oakwood Village, Ohio 44146, developed by Access Point Properties II, LTD., an Ohio limited liability company, Donald M. King, managing partner, to create employment opportunities (hereinafter sometimes referred to as the "Project") within the boundaries of the Village of Oakwood, provided that the appropriate development incentives are available to support the economic viability of said Project; and

**WHEREAS**, the Village of Oakwood is desirous of providing the Company with incentives available for the development of the Project; and

**WHEREAS**, the Council of the Village of Oakwood has investigated this matter and has recommended the same on the basis that the Company is qualified by financial responsibility and business experience to create employment within the Village of Oakwood and improve the economic climate of Oakwood; and

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Description of the Project.

- A. The Company shall lease for a period of ten (10) years certain facilities located at Bldg. F, Ste. A, 7730 First Place, Oakwood Village, Ohio, 44146 for the location of its Cleveland operations. The Company is a leading worldwide supplier of calibration services in numerous industries including aerospace, food and beverage, telecommunications, automobile and life sciences.

2. Job Creation and Retention.

- A. The Company shall create 32 jobs in the Village of Oakwood, by December 31, 2024, which will result in a minimum \$1,500,000.00 annual payroll subject to Oakwood's net profits tax.

3. Issuance of Grant.

- A. The Village of Oakwood hereby grants a non-refundable net profits tax credit based upon the creation of new payroll and jobs in the Village of Oakwood, according to the schedule below.

Years

Amount of Grant

5

Fifty percent (50%) of the actual net profits taxes owed to Oakwood by the Company commencing in 2024 and, thereafter, for each year the grant is in effect provided the annual payroll is \$1,500,000.00 or more.

- B. To receive a credit in any given year, the Company must make written application to the Village through the Mayor for such credit and provide the necessary documentation in support of its application. Based upon the information supplied to the Mayor, the Mayor shall recommend in writing to Village Council whether the credit should be given for any such year. Based upon Council's review of the information and documentation supplied by the Company together with the recommendation of the Mayor, Council shall either approve or deny such based upon compliance by the Company with the criteria set forth in this Agreement. This application must be made no later than February 28<sup>th</sup> of any year following the year for which a credit is sought.

4. Credits

A. Credit.

Payroll levels as provided herein must be met by December 31, 2024. The credit shall be made by June 1, 2025 (the following year), provided that the Company files a Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28, 2025.

- B. Timing of Annual Credit Payments. Annual credit payments shall be made by June 1<sup>st</sup> of the following year, provided that the Company files its Reconciliation of Village Income Tax Withheld RITA Form 17 by February 28<sup>th</sup>. If the Company requests an extension for filing of its RITA Form 17, the Village shall make the grant payment within three months of the extended filing date. It is the responsibility of the Company to advise the Mayor of the filing of an extension.

5. Information for Annual Review. The Company shall timely provide to the Village any information reasonably required by the Village to evaluate the Company's compliance with the Agreement.
6. Certification as to Payments of Taxes. The Company certifies that at the time this agreement is executed and during any time while this agreement is in effect, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has not filed a petition in bankruptcy nor has such a petition been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the last day prescribed for payment without penalty under the Chapter of the Revised Code governing payment of those taxes.
7. Non-Discrimination Hiring. By executing this Agreement, the Company is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry. The Company further agrees to use a good-faith effort in giving preference in hiring to Oakwood Village residents provided they are otherwise qualified for the position available.
8. Transfer and Assignment. This Agreement is not transferable or assignable without the express, written approval of Oakwood Village Council. The Village acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary or affiliate of the Company or to any third party so long as, with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the Village's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations of the Facility and Project in a manner similar to that of the Company in all pertinent respects.
9. Termination of Grant
  - A. This Agreement shall expire December 31, 2029 unless otherwise extended except that credits accumulating for the year 2029 shall be paid in 2030 according to the schedules set forth hereinabove.
  - B. If the Company fails to submit required information and/or reports as set forth above, the Village may terminate or modify this Agreement and deny or modify future credits heretofore granted from the date of the Company's breach or default. In the case as provided in this Subsection, the Village's termination or modification of this Agreement may be instituted only if the Company fails to cure any breach of any term of this Agreement as determined by the Village within ten (10) days of

receiving written notice of such failure from the Village or, if cure of the breach cannot be completed within ten (10) days, if the Company has not made a good faith start of the cure, and/or not diligently pursued same.

C. Oakwood may terminate or modify this Agreement and may also require the repayment of the full amount of credits awarded under this Agreement, if the Village determines that the certification as to delinquent taxes required by this Agreement is fraudulent or untrue, or if the Company otherwise breaches this Agreement.

D. Oakwood may terminate or modify this Agreement and may also require the repayment of 100% of the full amount of the grant payments awarded under this Agreement, upon the occurrence of the following:

The Company vacates the leased premises located at Bldg. F, Ste. A, 7730 First Place, Oakwood, Ohio and moves the Project out of the Village of Oakwood or terminates its operations at the leased premises altogether during the term of this Agreement ending December 31, 2029.

E. In determining whether or not to modify this Agreement the Mayor of the Village of Oakwood and Village Council shall consider the effect of market conditions on the Company's project and whether or not the Company is closing its operations, relocating its operations outside the Village of Oakwood or relocating its operations within the Village of Oakwood. After making the determination, the Mayor shall recommend to Village Council any modifications to this Agreement. The Village Council may adopt or modify this recommendation at its discretion. The Company agrees to reimburse the Village of Oakwood any grant refunds as provided above within fifteen (15) days of the date of the notice to refund grant funds is provided to the Company as detailed herein.

10. Any notices, statements, acknowledgments, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the Village to: ~~OB~~ Village of Oakwood  
24800 Broadway Avenue  
Oakwood Village, Ohio 44146  
Attn: Mayor

With a copy to: Director of Law - Village of Oakwood  
24800 Broadway Avenue  
Oakwood Village, Ohio 44146

If to the Company to:

Trescal, Inc.  
Bldg. F, Ste. A  
7730 First Place  
Oakwood Village, Ohio 44146

11. Condition Precedent. The Company and Oakwood acknowledge that this Agreement must be approved by formal action of the legislative authority of the Village of Oakwood as a condition for the agreement to take effect.

**IN WITNESS WHEREOF**, the parties hereto, after first being duly authorized, have executed this agreement on the date first written above.

WITNESSED BY:

VILLAGE OF OAKWOOD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Gary V. Gottschalk  
Mayor  
Village of Oakwood

\_\_\_\_\_  
DATE

WITNESSED BY:

TRESCAL, INC. a Michigan corporation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title

\_\_\_\_\_  
DATE

Approved as to legal form:

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



This Agreement has been authorized by Resolution No. 2024-129, adopted the \_\_\_\_ day  
of \_\_\_\_\_, 2024.

---

Tanya Joseph, Clerk of Council

**ORDINANCE NO 2024-139**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE TO MAKE  
PERMANENT APPROPRIATIONS FOR CURRENT EXPENSES AND  
OTHER EXPENDITURES OF THE VILLAGE OF  
OAKWOOD, OHIO FOR THE YEAR 2025**

WHEREAS, it is provided by State Law that a permanent appropriation Ordinance be approved by Council no later than March 31, 2025; and

WHEREAS, it is therefore necessary to enact permanent appropriations for the year 2025 in accordance with the Charter of the Village of Oakwood and the laws of the State of Ohio:

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

SECTION 1. In order to provide for current expenses and other expenditures of the Village of Oakwood, Ohio, during the year 2025 the following sums be, and they are hereby set aside and appropriated as set forth in Exhibit "A", attached hereto and expressly made a part hereof by reference.

SECTION 2. Ordinance 2024-15 and the same is hereby repealed from and after the effective date of this Ordinance.

SECTION 3. The Director of Finance be and is hereby authorized to draw warrants for payments for any of the appropriations as the same are delineated in Exhibit "A", upon receiving proper certificates and vouchers therefore, approved by the Board, Officers or Officer or persons authorized to approve the same, or an Ordinance or Resolution of Council to make the expenditures, provided that no warrants shall be drawn or paid for salaries, or wages, except by persons employed by authority of and in accordance with laws or Ordinances. All revenues from ticket sales or other event charges dealing with Senior Citizen Events, Recreation Department programs or similar Village sponsored events for which a charge is levied to participate in same, are to be placed to the credit of the Fund from which the event or program charge emanated and Council hereby appropriates these revenues to the credit of such Fund(s). In no event shall the net expenditures (i.e., expenditures minus revenues) exceed the stated appropriation amount for any such Fund(s) as the same is established and authorized by Village Council.

SECTION 3. The Clerk of Council be, and she is hereby authorized and directed to forward a certified copy of this Ordinance to the Chief Financial officer of Cuyahoga County, Ohio.

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, 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: \_\_\_\_\_

\_\_\_\_\_  
Erica Nikolic, Council President

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

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

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

### **POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-139 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-139 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village Charter.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

## **AMENDED ORDINANCE NO. 2025-02**

INTRODUCED BY COUNCIL WOMAN HARDIN

**AN EMERGENCY ORDINANCE REAFFIRMING THE PROHIBITIONS AGAINST DISCHARGING, IGNITING OR EXPLODING FIREWORKS IN THE VILLAGE OF OAKWOOD AS SET FORTH IN CHAPTER 1519 OF THE CODIFIED ORDINANCES OF THE VILLAGE NOTWITHSTANDING THE PROVISIONS OF H.B.172.**

WHEREAS, the Governor, on November 8, 2021, signed House Bill 172, amending Ohio Revised Code 3743.45, effective July 1, 2022, allowing any person authorized to possess consumer grade fireworks to discharge, ignite or explode fireworks on their property or, if permitted, on another person's property on certain designated days of the year; and

WHEREAS, H.B. 172 also provides that, pursuant to home rule authority, a municipality may choose to restrict the days and times that a person may discharge, ignite, or explode consumer grade fireworks or may impose a complete ban on the use of consumer grade fireworks, and

WHEREAS, the Oakwood Police Department strongly recommends that the Council of the Village of Oakwood opt out of H.B. 172 and reaffirm the existing ban on discharging, igniting or exploding fireworks set forth in Chapter 1519 of the Codified Ordinances while making allowances for the celebration of our country's declaration of its independence; and

WHEREAS, this Council finds that the uncontrolled discharge of fireworks poses a significant danger to the public and may cause serious injuries as well as significant property damage and disturbance of the public peace, especially in densely populated residential and business areas; and

WHEREAS, this Council finds that continuing the prohibitions against discharging, igniting or exploding fireworks presently set forth in Chapter 1519 of the Codified Ordinances with limited exceptions for the celebration of our country's declaration of its independence to occur on the Fourth of July will best protect the public's right to the quiet enjoyment of their respective premises.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Oakwood, State of Ohio:

SECTION 1. That the Council of the Village of Oakwood expressly opts out of the provisions set forth in H.B. 172, and reaffirms the prohibitions against discharging, igniting or exploding fireworks as set forth in Chapter 1519 of the Codified Ordinances of the Village of Oakwood with an exception for the Fourth of July as provided hereinafter.

SECTION 2. That Oakwood Codified Ordinance 1518.05, which presently reads as follows:

- **1519.05 - Application.**

This chapter does not prohibit or apply to the following:

- (a) The manufacture, sale, possession, transportation, storage or use in emergency situations, of pyrotechnic signaling devices and distress signals for marine, aviation, or highway use;
- (b) The manufacture, sale, possession, transportation, storage, or use of fuses, torpedoes, or other signals necessary for the safe operation of railroads;
- (c) The manufacture, sale, possession, transportation, storage, or use of blank cartridges in

connection with theaters or shows, or in connection with athletics as signals or for ceremonial purposes;

(d) The manufacture for, the transportation, storage, possession or use by, or sale to the Armed Forces of the United States and the militia of this state of pyrotechnic devices;

(e) The manufacture, sale, possession, transportation, storage or use of toy pistols, toy canes, toy guns or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive material are used, provided that they are constructed so that a hand cannot come into contact with a cap when it is in place for explosion, or apply to the manufacture, sale, possession, transportation, storage or use of those caps;

(f) The manufacture, sale, possession, transportation, storage or use of novelties and trick noisemakers, auto burglar alarms or model rockets and model rocket motors designed, sold, and used for the purpose of propelling recoverable aero models;

(g) The manufacture, sale, possession, transportation, storage or use of wire sparklers.

(h) The conduct of radio-controlled special effect exhibitions that use an explosive black powder charge of not more than one-quarter pound per charge, and that are not connected in any manner to propellant charges, provided that the exhibition complies with all of following:

(1) No explosive aerial display is conducted in the exhibition;

(2) The exhibition is separated from spectators by not less than 200 feet;

(3) The person conducting the exhibition complies with regulations of the Bureau of Alcohol, Tobacco and Firearms of the United States Department of the Treasury and the United States Department of Transportation with respect to the storage and transport of the explosive black powder used in the exhibition. (ORC 3743.80)

be and hereby and hereby is amended to add the following subsection (i):

- (i) The possession of 1.4G consumer grade fireworks as defined in Ohio Revised Code Section 3743.01 during the period from June 15 through July 4 and the discharge, igniting or exploding of same on private property with the authorization of the property owner between the hours of 8:00 P.M. and 11:00 P.M. on July 4 provided said possession and use otherwise complies with the requirements of Ohio Revised Code Section 3743.45, regulations adopted pursuant to Ohio Revised Code Section 3743.45, other provisions of the Ohio Revised Code and the Oakwood Village Codified Ordinances.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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 provisions of H.B. 172 took effect on July 1, 2022 and, since that time, the Village has experienced an unacceptable increase in the usage of fireworks that has made it necessary to limit the possession and use of said fireworks so as to preserve the protections afforded the citizens of Oakwood by C.O. Ch. 1519, therefore, provided it receives two-thirds(½) 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: \_\_\_\_\_

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

\_\_\_\_\_  
Erica Nikolic, Council President

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

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

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

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2025-02 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_ day of \_\_\_\_\_,2025.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

**POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2025-02 was duly posted on the \_\_\_\_ day of \_\_\_\_\_,2025, and will remain posted in accordance with the Oakwood Village Charter.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

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

**RESOLUTION NO. 2025-16**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF  
CARRIE MAE MCSWAIN**

**WHEREAS**, Carrie Mae McSwain, a longtime resident of Oakwood Village passed away Tuesday, February 18<sup>th</sup>, 2025 at the age of 91; and

**WHEREAS**, Carrie was born February 14<sup>th</sup>, 1934 in Clayton, Alabama to Archie and Anna Wilson. She was number seven of ten children (all preceded her in death); and

**WHEREAS**, Carrie was schooled in Alabama. She met and married Charlie McSwain in 1951 and to this union were born eight children Elizabeth Green, Lois (deceased), Jean (deceased), Charles, Jr., Johnny (deceased), Don, Denise, Carlene (deceased), and David; and

**WHEREAS**, Carrie and Charlie McSwain moved to Oakwood Village sometime in 1955 and resided in their home on Free Ave until a fire destroyed the house and they moved to Wright Ave; and

**WHEREAS**, Carrie worked at the Ford Motor Company's cafeteria for about four years. She made a job change to Suburban Hospital, now known as South Pointe, where she retired after 28 years of service; and

**WHEREAS**, Carrie gave her life to the lord at the early age of 18. In the late 70's she became a member of the Merciful Church of Christ (now known as Apostolic Church of Christ) on Free Avenue, where she served faithfully as a member of the Service League, Women's Committee, and Shepherd's Committee. She was a faithful visitor of the sick and shut-ins; and

**WHEREAS**, Carrie loved her flowers, and her most favorite places to visit were Alabama and Tacoma Washington; and

**WHEREAS**, Carrie leaves to cherish her memories her five children, sixteen grandchildren, twenty-one great grandchildren, and three great-great grandchildren. One sister-in-law Emma, one brother-in-law Archie, along with a host of relatives, friends, and loved ones.

**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 Carrie Mae McSwain and hope that the fond memories of such a wonderful, caring person comfort them in their loss.

**SECTION 2.** The Clerk is hereby authorized to present a copy of this resolution to the family of Carrie Mae McSwain.

**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: \_\_\_\_\_

\_\_\_\_\_  
Erica Nikolic, President of Council

\_\_\_\_\_  
Tanya A. Joseph, Clerk of Council

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

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

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

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2025-16 was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tanya A. Joseph, Clerk of Council

**POSTING CERTIFICATE**

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2025-16 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village Charter.

\_\_\_\_\_  
Tanya A. Joseph, Clerk of Council

## A RESOLUTION OF CONDOLENCES TO THE FAMILY OF CARRIE MAE MCSWAIN

**WHEREAS**, Carrie Mae McSwain, a longtime resident of Oakwood Village passed away Tuesday, February 18<sup>th</sup>, 2025 at the age of 91; and



**WHEREAS**, Carrie was born February 14<sup>th</sup>, 1934 in Clayton, Alabama to Archie and Anna Wilson. She was number seven of ten children (all preceded her in death); and

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**WHEREAS**, Carrie and Charlie McSwain moved to Oakwood Village sometime in 1955 and resided in their home on Free Ave until a fire destroyed the house and they moved to Wright Ave; and

**WHEREAS**, Carrie worked at the Ford Motor Company's cafeteria for about four years. She made a job change to Suburban Hospital, now known as South Pointe, where she retired after 28 years of service; and

**WHEREAS**, Carrie gave her life to the lord at the early age of 18. In the late 70's she became a member of the Merciful Church of Christ (now known as Apostolic Church of Christ) on Free Avenue, where she served faithfully as a member of the Service League, Women's Committee, and Shepherd's Committee. She was a faithful visitor of the sick and shut-ins; and

**WHEREAS**, Carrie loved her flowers, and her most favorite places to visit were Alabama and Tacoma Washington; and

**WHEREAS**, Carrie leaves to cherish her memories her five children, sixteen grandchildren, twenty-one great grandchildren, and three great-great grandchildren. One sister-in-law Emma, one brother-in-law Archie, along with a host of relatives, friends, and loved ones.

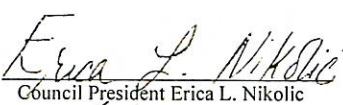
**NOW THEREFORE LET IT BE RESOLVED THAT** by the Village of Oakwood, County of Cuyahoga, and State of Ohio, that:

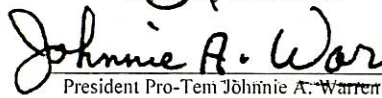
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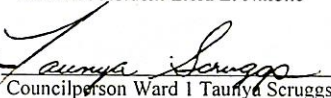
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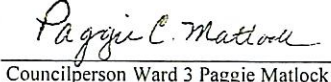
  
Mayor Gary V. Gottschalk

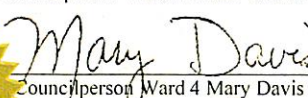
  
Council President Erica L. Nikolic

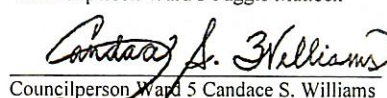
  
President Pro-Tem Johnnie A. Warren

  
Councilperson Ward 1 Taunya Scruggs

  
Councilperson Ward 2 Eloise Hardin

  
Councilperson Ward 3 Paggie Matlock

  
Councilperson Ward 4 Mary Davis

  
Councilperson Ward 5 Candace S. Williams

  
Clerk of Council, Tanya A. Joseph



**VILLAGE OF OAKWOOD  
COUNCIL MEETING MINUTES  
2025-2-13**

**ATTENDANCE**

Johnnie Warren, President Pro Tem  
Taunya Scruggs, Ward 1  
Eloise Hardin, Ward 2  
Paggie Matlock, Ward 3  
Mary Davis, Ward 4  
Candace Hill, Ward 5

**ABSENT**

Ross Cirincione, Prosecutor	James Climer, Law Director
Matt Jones, Village Engineer	Sam O'Leary, Assistant Law Director
Daniel Marinucci, Chief Bldg. Official	Brian Thompson, Finance Director
Carlean Perez – Recreation Director	Tom Haba, Service Director
Dave Tapp, Fire Department	Mark Garratt, Police Department
Erica Nikolic, President	Gary V Gottschalk, Mayor

*\* Arrived after roll call*

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Meeting opened at 7:00pm by Warren  
Pledge of Allegiance  
Roll Call taken

Motion to enter executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of the public employers made by Davis seconded by Hardin

**YES VOTE:** Davis, Hardin, Warren, Matlock, Scruggs, Hill

**MOTION PASSED**

Enter executive Session at 7:15p.m.

Motion to adjourn executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of the public employers made by Davis seconded by Scruggs

**YES VOTE:** Warren, Scruggs, Hardin, Matlock, Hill, Davis

**MOTION PASSED**

Exited executive Session at 7:51p.m.

**Legislation**

2024-137(Amended)  
Introduced 12-28-24  
Council as a whole  
1<sup>st</sup> read 12-28-24  
2<sup>nd</sup> read 12-30-24  
3<sup>rd</sup> read 1-14-25  
Tabled 1-14-25

**AN ORDINANCE TO PREPARE FOR TRANSITIONS IN THE BUILDING DEPARTMENT  
OCCURRING AS OF JANUARY 1, 2025 AND REQUESTING THE MAYOR PROVIDE  
ADEQUATE NOTICE TO ALL BUILDING DEPARTMENT POSITIONS AND  
DECLARING AN EMERGENCY**

Motion to remove legislation 2024-137 from the table made by Davis seconded by Matlock

**YES VOTE:** Davis, Matlock, Hill, Warren, Hardin, Scruggs

**MOTION PASSED**

**Davis:** It says in section one, beginning March 1st. Council shall not authorize any appropriation for Building Department wages and related employee wage expenses. So, is that for Ms. Hicks, is she staying until March 1st or anybody? **Warren:** Well, what we did was we passed a temporary, basing it on 2023. So, it's got to be in there. **Hill:** We never passed a permanent appropriation for 2025. We kept the budget. We kept money in there for them through the first quarter because the Mayor hadn't yet made a plan. **Davis:** Okay, so then it stopped, the Building Department operations stopped as of January 1st, 2025 this said. So, everybody would be gone, correct or not? **Hill:** They were supposed to be. But remember that didn't happen because he didn't transition them out. **Davis:** Okay. **Hill:** So, that's why we just put March there. Because we know we put money there because we weren't quite sure what he had done. **Davis:** Okay, in section three, Council hereby authorizes appropriation for Building Department employees to receive no more than two weeks' severance pay at the rate currently authorized. Section three, so they're given two weeks' severance pay. So, we don't know, we have to make sure that it was followed through. **Hill:** It has to be done by the last pay period of February 2025. So, if it still doesn't pass... **Davis:** Okay, does that mean all employees, and if anybody's still working. They get to be paid until March 1st if we pass this? **Hill:** Supposedly we're hearing that the Building Official and the Secretary are still on payroll. That's who's been confirmed. **Warren:** Basically, the legislation is allowing for payment for the Building Department. Now, if they are there or if they're not, or if they are fired or not. Then you pay them because they are there. Or you don't pay them because they're not there. But we need to get this move forward. **Davis:** I know but I just want to make sure. **Hill:** If they're not on payroll, they can't receive severance if they've already left. **Davis:** I assume that we still don't know if one is left then. **Hill:** We don't. **Hardin:** I guess either way, if there's anybody there, they would be paid through March. **Warren:** They could be. **Hardin:** They could be March 1st, okay thank you.

Motion to adopt legislation 2024-137 made by Davis seconded by Matlock

**YES VOTE:** Warren, Scruggs, Hardin, Hill, Davis, Matlock

**MOTION PASSED**

**2025-13**

**A RESOLUTION OF CONDOLENCES TO THE FAMILY OF CURTIS TIGGETT**

Introduced 2-11-25

By Mayor and

Council as a whole

1<sup>st</sup> read 2-11-25

2<sup>nd</sup> read 2-13-25

Motion to suspend legislation 2025-13 made by Matlock seconded by Hardin

**YES VOTE:** Warren, Scruggs, Hill, Davis, Matlock, Hardin

**MOTION PASSED**

Motion to adopt legislation 2025-13 made by Hardin seconded by Matlock

**YES VOTE:** Matlock, Hill, Hardin, Davis, Scruggs, Warren

**MOTION PASSED**

**2025-14**  
Introduced 2-11-25  
By Mayor and  
Council as a whole  
1<sup>st</sup> read 2-11-25  
2<sup>nd</sup> read 2-13-25

**AN ORDINANCE ESTABLISHING A CHARTER REVIEW COMMISSION, ESTABLISHING  
COMPENSATION THEREFORE, AND CONFIRMING THE APPOINTMENTS OF THE  
MAYOR AND COUNCIL THERETO AND DECLARING AN EMERGENCY**

Motion to suspend legislation 2025-14 made by Davis seconded by Matlock

**YES VOTE:** Hardin, Davis, Matlock, Hill, Scruggs, Warren

**MOTION PASSED**

**Hardin:** Question, section four, Council hereby appropriate the sum of \$15,000 to effectuate the provisions. So, does this spell out how much each one gets? Where is that? It gives the names of the people. **Davis:** It is considered a commission, correct? The commissioners are always given \$50 per meeting. **Warren:** Right. **Davis:** Except for the chairperson, it's \$55. **Hardin:** Okay, does it spell that out somewhere in this paper? **Davis:** No, just to establish the Charter Review Commission. **Hardin:** Okay, but where does it refer back to the amount? I think it should, just a point of order. We allocated the \$15,000... **Warren:** Maybe we ought to pass it now and then amend it if we have to. But we need to pass it because they are... **Hill:** They already started but doesn't the Charter say. **Davis:** \$50, and then the chairperson would be \$55. **Hardin:** I understand that but I'm saying does refer to that here, that actually states it. **Warren:** It says pursuant to the article seven, section 12.02 of the Charter of the Village of Oakwood, the Charter Review Commission is hereby established, an appointment. It just doesn't have the specific cost. But I guess you go back to that. **Hardin:** As long as the costs are in that section. We did our job; we gave fifteen grand. I guess that's what we're saying. Our job is to give them the money. Unless it says somewhere specifically in the article... **Hill:** The commission members will be compensated on the same basis and at the same rate of compensation, in effect at the time of their appointment as the members of all other boards and commissions. **Davis:** So, Village boards and commissions are paid \$50 and then \$55 for chairperson.

Motion to adopt legislation 2025-14 made by Davis seconded by Matlock

**YES VOTE:** Scruggs, Hardin, Davis, Hill, Matlock, Warren

**MOTION PASSED**

**2025-15**  
Introduced 2-11-25  
By Mayor  
1<sup>st</sup> read 2-11-25  
2<sup>nd</sup> read 2-13-25

**AN ORDINANCE AMENDING SECTION 127.02 OF THE CODIFIED ORDINANCES OF  
THE VILLAGE OF OAKWOOD TO ALLOW FOR THE APPOINTMENT OF ONE  
ADDITIONAL ASSISTANT FIRE CHIEF AND DECLARING AN EMERGENCY**

Motion to adjourn made by Scruggs seconded by Davis

**YES VOTE:** Warren, Scruggs, Hardin, Matlock, Davis, Hill

**MOTION PASSED**

Adjourned at 8:05p.m.

Approved \_\_\_\_\_

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Tanya Joseph, Clerk of Council

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Erica Nikolic, President of Council

**VILLAGE OF OAKWOOD  
COUNCIL MEETING MINUTES  
2025-2-21**

**ATTENDANCE**

Erica Nikolic, President  
Taunya Scruggs, Ward 1  
Eloise Hardin, Ward 2  
Paggie Matlock, Ward 3\*  
Mary Davis, Ward 4  
Candace Hill, Ward 5

**ABSENT**

Ross Cirincione, Prosecutor	James Climer, Law Director
Matt Jones, Village Engineer	Sam O'Leary, Assistant Law Director
Daniel Marinucci, Chief Bldg. Official	Brian Thompson, Finance Director
Carlean Perez – Recreation Director	Tom Haba, Service Director
Dave Tapp, Fire Department	Mark Garratt, Police Department
Johnnie Warren, President Pro Tem	Gary V Gottschalk, Mayor

*\* Arrived after roll call*

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Meeting opened at 8:30am by Nikolic  
Pledge of Allegiance  
Roll Call taken

Motion to enter executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of the public employers made by Hardin seconded by Scruggs

**YES VOTE:** Scruggs, Hardin, Nikolic, Davis, Hill

**MOTION PASSED**

Enter executive Session at 8:50a.m.

Motion to adjourn executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of the public employers made by Davis seconded by Scruggs

**YES VOTE:** Nikolic, Scruggs, Hardin, Matlock, Hill, Davis

**MOTION PASSED**

Exited executive Session at 10:41a.m.

Motion to adjourn made by Matlock seconded by Scruggs

**YES VOTE:** Nikolic, Scruggs, Hardin, Matlock, Davis, Hill

**MOTION PASSED**

Adjourned at 10:43a.m.

Approved \_\_\_\_\_

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Tanya Joseph, Clerk of Council

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Erica Nikolic, President of Council