

VILLAGE OF OAKWOOD
WORK SESSION
April 22nd, 2025
6:00 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-13	A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND DECLARING AN EMERGENCY
2025-WS-14	A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND DECLARING AN EMERGENCY
2025-WS-15	A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND DECLARING AN EMERGENCY
2025-WS-16	A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND DECLARING AN EMERGENCY
2025-WS-17	A RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2025 AND DECLARING AN EMERGENCY
2025-WS-18	A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF HEATHER PURGAR AND SETTING FORTH THE DUTIES AND COMPENSATION FOR THAT POSITION AND DECLARING AN EMERGENCY
2025-WS-19	A RESOLUTION REFERRING TO THE PLANNING COMMISSON FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-028 and 795-08-029
2025-WS-20	A RESOLUTION REFERRING TO THE PLANNING COMMISSON FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-030 and 795-08-031

2025-WS-21

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-028 AND 795-08-029

2025-WS-22

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-030 AND 795-08-031

Municipal Complex	Hardin
Disaster Recovery Plan	Hardin
Human Resources	Hardin
Five Year Plan	Hardin
Recreation Budget & Events	Nikolic
Residents' open burning discussion	Nikolic

5. Matters Deemed Appropriate
6. Adjournment

**VILLAGE OF OAKWOOD
COUNCIL MEETING
April 22nd, 2025
7:00 p.m.
AMENDED AGENDA**

- 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	SafeBuilt
		Engineer	Matt Jones
		Recreation	Karen Gaither (Interim)

- 4. Minutes**
- 5. Clerk Correspondence**
- 6. Departmental Reports**

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

- 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**

2025-02	AN EMERGENCY ORDINANCE REAFFIRMING THE PROHIBITIONS AGAINST
Introduced 1-28-25	DISCHARGING, IGNITING OR EXPLODING FIREWORKS IN THE VILLAGE OF OAKWOOD
By Councilwoman Hardin	AS SET FORTH IN CHAPTER 1519 OF THE CODIFIED ORDINANCES OF THE VILLAGE
1 st read 1-28-25	NOTWITHSTANDING THE PROVISIONS OF H.B. 172.
2 nd read 2-11-25	
3 rd read 2-25-25	
Tabled 2-25-25	

2025-17

Introduced 3-7-25

By the Mayor and
Council as a whole

1st read 3-7-25

2nd read 3-25-25

3rd read 4-8-25

Tabled 4-8-25

**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**

2025-23

Introduced 4-22-25

By the Mayor and
Council as a whole

1st read 4-22-25

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF JAMES E. MILLER

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 Band ("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 POLITICAL 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

A handwritten signature in dark ink, appearing to read "Gary Cicero", is written over a horizontal line.

By: Gary R. Cicero
Managing Member

Date: September 4, 2024

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

• *Landscape Architecture* •

30303 Euclid Ave., Wickliffe, OH 44092

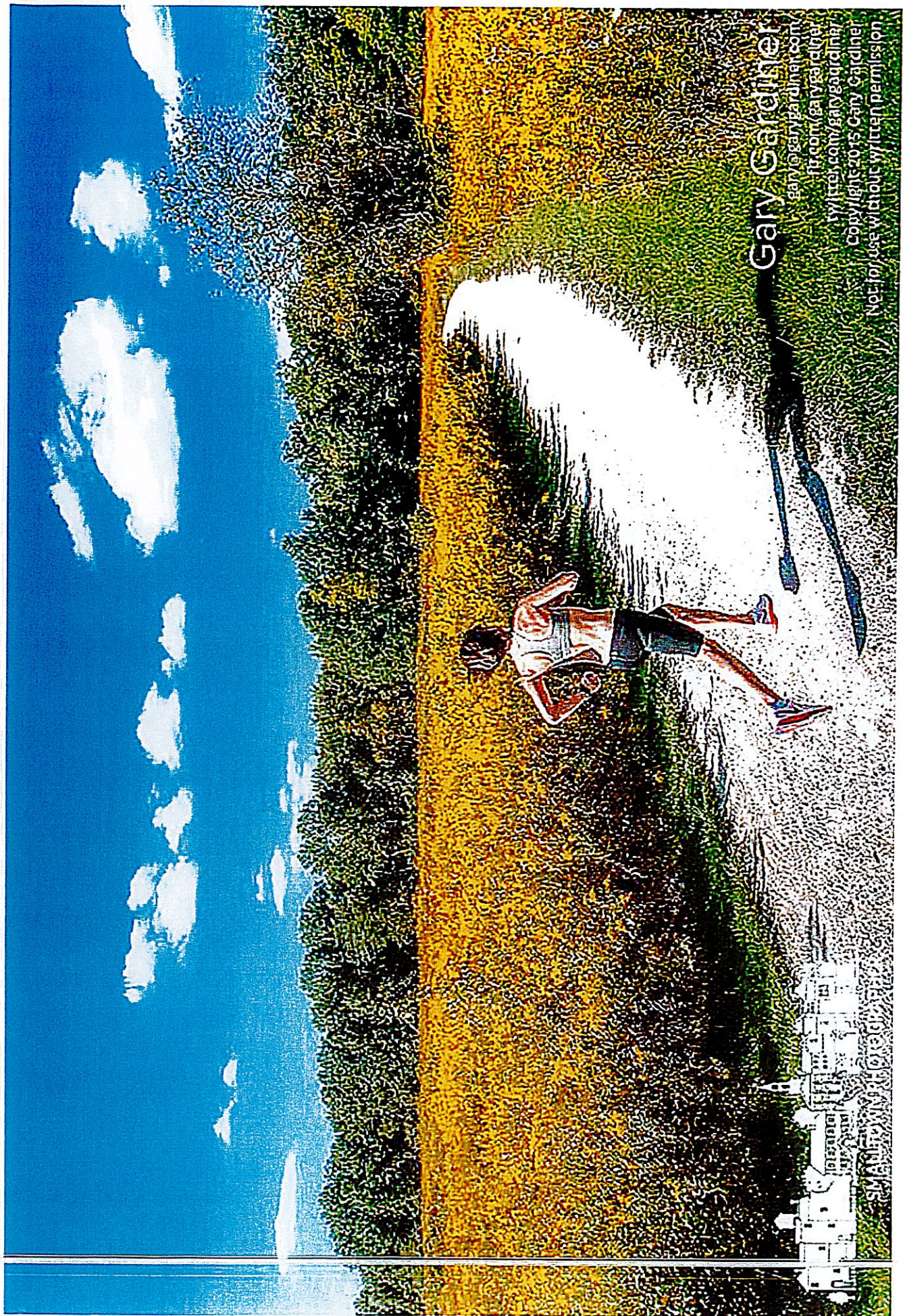
CELL 216-469-5252 PHONE 440-833-0163 FAX 440-943-9593

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

gary@garygardiner.com

fr.com/garygardiner

twitter.com/garygardiner

Copyright 2015 Gary Gardiner

Not for use without written permission

Smalltown Heroes

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

January 8, 2024

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

Via email: 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:

Task	Estimated CREt Cost	Estimated Expenses	Estimated Laboratory Cost	Total Estimated Task Cost
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
TOTAL ESTIMATED PROJECT COST				\$22,500.00

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.

All work will be completed in accordance with the attached terms and conditions.

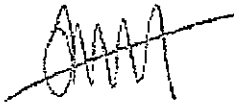
SCHEDULE

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-13

INTRODUCED BY MAYOR

**A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND
SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND
DECLARING AN EMERGENCY**

WHEREAS, no individual shall become employed or be compensated in the Village of Oakwood without a pay ordinance; and,

WHEREAS, a pay ordinance shall have attached an exhibit for a job description of the employment position for which they shall be compensated that describes the following: the title of the position, employee name, the scheduled work days and hours of the position, who the position reports to, location of the position, pay scale range for the position, special requirements of the position, required roles and responsibilities to be fulfilled, and qualifications for the position as well as, any cross-training for coverage of other positions for the specific employee being hired.

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

SECTION 1. Council hereby authorizes the employment of Karen Gaither as Recreation Director for a term expected to last approximately six (6) weeks.

SECTION 2. Karen Gaither shall be responsible for the duties set forth in the job description attached as Exhibit A.

SECTION 3. Karen Gaither, as Recreation Director, shall work part-time approximately twenty-five (25) hours per week and be compensated at a rate of twenty-eight and 00/100 Dollars (\$28.00) per hour.

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 the same that relates to the daily operation of a municipal department and the ability of the village to provide uninterrupted services to the citizens of the Village given, therefore, provided it receives the two-thirds vote of all members of Council elected thereto. Said ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Gary V. Gottschalk, Mayor

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 _____ 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 Charter.

Tanya Joseph, Clerk of Council

DATED: _____



Job Description – Exhibit A

Position Title: Recreation Director

Employee Name: Karen Gaither

Scheduled Work Hours/Days: Part time, 25 hours per week

Reports To: Mayor

Location: Village Hall

Pay Scale: \$28 per hour

Special Requirements: Temporary appointment expected to last approximately 6 weeks

Roles and Responsibilities:

Summer Camp: Manage the operation of an 8-week long children's summer camp program. Including hiring certified councilors and vendors, coordinating transportation, providing meals and coordinating/securing contracts with area recreational facilities.

Recreation Programming: Plans, directs, organizes, coordinates and implements structured events and recreational programs. Prepare weekly/quarterly reports, attendance reports, registration information and budgets for events. Serve as a liaison to the public responding to inquiries, problems, and complaints.

Qualifications:

High school degree or more. Good reading, writing and planning skills and organization and communication abilities. Clean background check. Ability to work evenings and weekends as needed.

*Village of Oakwood is an **equal opportunity employer**. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran or disability status. Reasonable accommodations for disabilities will be made.*

*Employment with Village of Oakwood is at-will. This means your employment is for an indefinite period of time and it is subject to termination by the employee or Village of Oakwood, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of Village of Oakwood shall be interpreted to be in conflict with or to eliminate or modify in any way, the **at-will employment** status of Village of Oakwood employees.*

ORDINANCE NO. 2025-WS-14

INTRODUCED BY MAYOR

**A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND
SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND
DECLARING AN EMERGENCY**

WHEREAS, no individual shall become employed or be compensated in the Village of Oakwood without a pay ordinance; and,

WHEREAS, a pay ordinance shall have attached an exhibit for a job description of the employment position for which they shall be compensated that describes the following: the title of the position, employee name, the scheduled work days and hours of the position, who the position reports to, location of the position, pay scale range for the position, special requirements of the position, required roles and responsibilities to be fulfilled, and qualifications for the position as well as, any cross-training for coverage of other positions for the specific employee being hired.

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

SECTION 1. Council hereby authorizes the employment of Alexis Cansky as Payroll Administrator..

SECTION 2. Alexsis Cansky shall be responsible for the duties set forth in the job description attached as Exhibit A.

SECTION 3. Alexis Cansky, as Payroll Administrator, shall work Part-Time and be compensated at \$31,200.00 per year.

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 the same that relates to the daily operation of a municipal department and the ability of the village to provide uninterrupted services to the citizens of the Village given, therefore, provided it receives the two-thirds vote of all members of Council elected thereto. Said ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Gary V. Gottschalk, Mayor

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 _____ 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 Charter.

Tanya Joseph, Clerk of Council

DATED: _____



Job Description – Exhibit A

Position Title: Payroll Administrator

Employee Name: Alexis Cansky

Scheduled Work Hours/Days: Part-Time, 20-25 hours per week

Reports To: Finance Director

Location: Village Hall

Pay Scale: \$31,200 per year

The Payroll Officer:

Reviews & calculates the time recorded by each employee in Line with Fair labor standards and enters the time worked by all employees into the payroll system, currently known as Visual Intelligence Portfolio (VIP).

Maintains within the VIP system all employee authorized deductions they wish to have deducted from their gross pay.

Maintains current all deductions from employees, by law and employee deduction forms.

Works with Finance Director on Workers Compensation claims and paperwork, including wages earned statements.

Add/Remove Medical Insurance coverages as documented on medical enrollment forms.

Keeps updated all pay distributions by department to allocate employee time as authorized.

Maintains reports from the data entered both for gross payroll earned time proof reports, G/L Distribution reports, check registers and payroll deduction registers.

The Payroll Administrator is responsible for proper timing of payroll deduction payments by check, ACH wires, and also timely reporting to all Federal, Ohio, Ohio State Pension boards, and all other payroll related deductions to vendors, authorized to work for the employees of the Village of Oakwood.

Sends wires as directed or necessary to make payment of payroll and Federal Withholding taxes and reports as required these payments to the respective agencies.

Sends wires as directed to transfer funds into main account when necessary.

Reconciles payroll bank account once a month with payroll reports.

Maintains sick leave balances, earnings, and usage of sick leave for each employee.

For employees who are retiring- prepares their separation pay calculations and sign off letter.

Processes retirement codes and reports for all part-time and full-time employees in line with requirements of pension systems.

Prepares all wage earnings forms for all employee increases, retirements, and terminations.

*Village of Oakwood is an **equal opportunity employer**. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran or disability status. Reasonable accommodations for disabilities will be made.*

*Employment with Village of Oakwood is at-will. This means your employment is for an indefinite period of time and it is subject to termination by the employee or Village of Oakwood, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of Village of Oakwood shall be interpreted to be in conflict with or to eliminate or modify in any way, the **at-will employment** status of Village of Oakwood employees.*



Garnishes wages of employees as directed by court orders.

Maintains payroll records, personnel files and employee personnel cards (record) on each employee.

Completes various required surveys pertaining to payroll (Federal Wage reporting report), demographics (EEO4 report) and earnings.

Responds to various employee questions regarding benefits offered to employees wherever possible and allowed by law.

Prepares & Files Quarterly 941 reports in line with payroll reporting.

Reconcile Federal, State and City Taxes at end of year. Working with Finance Director to send such W-2 files to respective agencies as required by law.

Create W-2 File for filing purposes, print and distribute W-2 forms to employees.

Answer questions and respond to phone calls from employees.

Process and pay, paramedic, fire and police proficiency pay types as stated in labor contracts.

Maintain medical records separate from Personnel files.

Answer Public Record requests in line with State of Ohio Public records Laws and City Policy.

Prepares manual checks only when employee reports their payroll check as lost.

Respond to all other work-related requests as requested by the Finance Director.

*Village of Oakwood is an **equal opportunity employer**. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran or disability status. Reasonable accommodations for disabilities will be made.*

*Employment with Village of Oakwood is at-will. This means your employment is for an indefinite period of time and it is subject to termination by the employee or Village of Oakwood, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of Village of Oakwood shall be interpreted to be in conflict with or to eliminate or modify in any way, the **at-will employment** status of Village of Oakwood employees.*

ORDINANCE NO. 2025-WS-15

INTRODUCED BY MAYOR

**A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND
SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND
DECLARING AN EMERGENCY**

WHEREAS, no individual shall become employed or be compensated in the Village of Oakwood without a pay ordinance; and,

WHEREAS, a pay ordinance shall have attached an exhibit for a job description of the employment position for which they shall be compensated that describes the following: the title of the position, employee name, the scheduled work days and hours of the position, who the position reports to, location of the position, pay scale range for the position, special requirements of the position, required roles and responsibilities to be fulfilled, and qualifications for the position as well as, any cross-training for coverage of other positions for the specific employee being hired.

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

SECTION 1. Council hereby authorizes the employment of Quendolyn Jones as Accounts Payable.

SECTION 2. Quendolyn Jones shall be responsible for the duties set forth in the job description attached as Exhibit A.

SECTION 3. **Quendolyn Jones**, as Accounts Payable, shall work Part-Time and be compensated at \$35,000.00 per year.

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 the same that relates to the daily operation of a municipal department and the ability of the village to provide uninterrupted services to the citizens of the Village given, therefore, provided it receives the two-thirds vote of all members of Council elected thereto. Said ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Gary V. Gottschalk, Mayor

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 _____ 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 Charter.

Tanya Joseph, Clerk of Council

DATED: _____



Job Description – Exhibit A

Position Title: Accounts Payable

Employee Name: Quendolyn Jones

Scheduled Work Hours/Days: Part-Time, 20-25 hours per week

Reports To: Finance Director

Location: Village Hall

Pay Scale: \$35,000 per year

- Record all transactions for Accounts Payable into the financial software system
- Maintain vendor files and ensures a W-9 form is on file
- Ensures completeness and accuracy of data on accounts; and code documents according to the O.R.C procurement policies
- Post purchase orders and verify appropriate accounts to be charged
- Review invoices and statements to ensure that all information is accurate and complete and code to appropriate account
- Verifies posted figures for mathematical accuracy and proper coding
- Generates checks against authorized purchase orders
- Prepare reports and summaries for supervisors and managers
- Creates and maintains Excel workbooks for various projects as needed
- Code and prepare Credit Card Statements for Accounts Receivable
- Maintain uniform allowances for all applicable departments
- Process daily deposit, or as needed
- Assist with audit information retrieval as needed
- Maintain Petty Cash
- Answers phones as needed

Village of Oakwood is an equal opportunity employer. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran or disability status. Reasonable accommodations for disabilities will be made.

Employment with Village of Oakwood is at-will. This means your employment is for an indefinite period of time and it is subject to termination by the employee or Village of Oakwood, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of Village of Oakwood shall be interpreted to be in conflict with or to eliminate or modify in any way, the at-will employment status of Village of Oakwood employees.

ORDINANCE NO. 2025-WS-16

INTRODUCED BY MAYOR

**A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF AN EMPLOYEE AND
SETTING FORTH THE DUTIES AND COMPENSATION FOR THEIR POSITION AND
DECLARING AN EMERGENCY**

WHEREAS, no individual shall become employed or be compensated in the Village of Oakwood without a pay ordinance; and,

WHEREAS, a pay ordinance shall have attached an exhibit for a job description of the employment position for which they shall be compensated that describes the following: the title of the position, employee name, the scheduled work days and hours of the position, who the position reports to, location of the position, pay scale range for the position, special requirements of the position, required roles and responsibilities to be fulfilled, and qualifications for the position as well as, any cross-training for coverage of other positions for the specific employee being hired.

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

SECTION 1. Council hereby authorizes the employment of Tom Liotta as Finance Clerk.

SECTION 2. Tom Liotta shall be responsible for the duties set forth in the job description attached as Exhibit A.

SECTION 3. Tom Liotta, as Finance Clerk, shall work Full-Time at (40) hours per week and be compensated at a rate of eighteen and 00/100 Dollars (\$18.00) per hour.

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 the same that relates to the daily operation of a municipal department and the ability of the village to provide uninterrupted services to the citizens of the Village given, therefore, provided it receives the two-thirds vote of all members of Council elected thereto. Said ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Gary V. Gottschalk, Mayor

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 _____ 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 Charter.

Tanya Joseph, Clerk of Council

DATED: _____



Job Description – Exhibit A

Position Title: Finance Clerk
Employee Name: Tom Liotta
Scheduled Work Hours/Days: Full time, 40 hours per week
Reports To: Finance Director
Location: Village Hall
Pay Scale: \$18 per hour

- Assist Finance Director with ongoing projects
- Communicate with vendors, customers and colleagues
- Greet visitors and accept deliveries
- Answer incoming calls direct to appropriate designation
- Assisting other administrative staff with overflow work
- Research old files and information request
- Collect monies from residents for: Field trips, Summer Camp, Snowplow Permits, Various Event Classes, Etc.
- Organize projects such as gathering information by letter or email
- Photocopy and scan documents as needed
- Open and sort mail
- Organize and print calendars for events
- Schedule appointments for Oakwood Bus Riders

Village of Oakwood is an equal opportunity employer. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran or disability status. Reasonable accommodations for disabilities will be made.

Employment with Village of Oakwood is at-will. This means your employment is for an indefinite period of time and it is subject to termination by the employee or Village of Oakwood, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of Village of Oakwood shall be interpreted to be in conflict with or to eliminate or modify in any way, the at-will employment status of Village of Oakwood employees.

RESOLUTION NO. 2025-WS-17

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2024 AND DECLARING AN EMERGENCY

WHEREAS, the Village of Oakwood, Cuyahoga County, (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01 (B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party shall be responsible for liability associated with that party's own errors, actions, and failures to act; and
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically submitted salt quantities (600 tons) from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 2, 2025, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by ODOT Office of Contract Sales, Purchasing Section (email Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed

the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure that ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for the failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

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

SECTION 1. The foregoing participation agreement for the ODOT road salt contract is hereby approved, funding is hereby provided and the foregoing terms and conditions regarding participation in the ODOT salt contract are hereby approved.

SECTION 2. 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 a time-sensitive opportunity to obtain necessary supplies of salt at a highly advantageous price, therefore, provided it receives two-thirds (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: _____

Gary v. Gottschalk, Mayor

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 _____ 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 Charter.

Tanya Joseph, Clerk of Council

DATED: _____

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2025**

WHEREAS, the (Village of Oakwood, Cuyahoga County) (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically submitted salt quantities (600 Tons) from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 2, **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date

THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 2, 2025.

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

ORDINANCE NO. 2025-WS-18

INTRODUCED BY MAYOR

**A PAY ORDINANCE AUTHORIZING THE EMPLOYMENT OF
HEATHER PURGAR AND SETTING FORTH THE DUTIES AND
COMPENSATION FOR THAT POSITION AND DECLARING AN
EMERGENCY**

WHEREAS, no individual shall become employed or be compensated in the Village of Oakwood without a pay ordinance; and,

WHEREAS, a pay ordinance shall have attached an exhibit for a job description of the employment position for which they shall be compensated that describes the following: the title of the position, employee name, the scheduled work days and hours of the position, who the position reports to, location of the position, pay scale range for the position, special requirements of the position, required roles and responsibilities to be fulfilled, and qualifications for the position as well as, any cross-training for coverage of other positions for the specific employee being hired.

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

SECTION 1. Council hereby authorizes the employment of Heather Purgar as Secretary to the Mayor.

SECTION 2. Heather Purgar shall be responsible for the duties set forth in the job description attached as Exhibit A.

SECTION 3. Heather Purgar, as Secretary to the Mayor, shall work full time 40 hours per week and be compensated at a rate of Forty-five Thousand and 00/100 Dollars (\$45,000) per year along with all benefits afforded to full-time non-union employees of the Village.

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 the same that relates to the daily operation of a municipal department and the ability of the village to provide uninterrupted services to the citizens of the Village given, therefore, provided it receives the two-thirds vote of all members of Council elected thereto. Said ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the Mayor: _____

Approved: _____

Gary V. Gottschalk, Mayor

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 _____ 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 Charter.

Tanya Joseph, Clerk of Council

DATED: _____



Job Description – Exhibit A

Position Title: Secretary to the Mayor
Employee Name: Heather Purgar
Scheduled Work Hours/Days: Full-Time, 40 hours per week
Reports To: Mayor
Location: Village Hall
Pay Scale: \$45,000 per Year

- ❖ Preparing and typing reports, communications, written documents, and other correspondence requiring independent judgement in handling format, procedure, and context
- ❖ Focal point for communications/messaging from the Mayor's Office
- ❖ Receiving, investigation and responding to sensitive phone calls, citizen inquiries, and/or complaints that may involve confidential matters
- ❖ Scheduling meetings and appointments
- ❖ Maintaining the Mayor's calendar
- ❖ Maintaining office files
- ❖ Creating flyers for various events including upcoming events and other information including summer camp and the summer concert schedule to be distributed to the community
- ❖ Answer and screen phones for transfer to appropriate department/employees
- ❖ Schedule and maintain Tool and Truck Rental for Service Department when Finance Clerk is unavailable or absent due to vacation, sick, etc.
- ❖ Create the monthly Calendar for the Senior Van Transportation
- ❖ Schedule Senior Van Transportation

Village of Oakwood is an equal opportunity employer. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran or disability status. Reasonable accommodations for disabilities will be made.

Employment with Village of Oakwood is at-will. This means your employment is for an indefinite period of time and it is subject to termination by the employee or Village of Oakwood, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of Village of Oakwood shall be interpreted to be in conflict with or to eliminate or modify in any way, the at-will employment status of Village of Oakwood employees.



- ❖ Schedule and maintain Community Center for rental
- ❖ Plan, coordinate, and supervise the activities Mayor's Trips for Oakwood Village residents
- ❖ Process all purchase order requests for Mayor's Trips, Senior Activities, Community Center
- ❖ Prepare outgoing packages and letters for mailing
- ❖ Make sure that the postage meter has appropriate monies and supplies when needed
- ❖ Coordinate quarterly purchasing of office supplies for all departments
- ❖ Greet and assist customers/residents that come to Administration Office
- ❖ Provide visual and audio tracks for Mayor's Wednesday event at the community center

*Village of Oakwood is an **equal opportunity employer**. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran or disability status. Reasonable accommodations for disabilities will be made.*

*Employment with Village of Oakwood is at-will. This means your employment is for an indefinite period of time and it is subject to termination by the employee or Village of Oakwood, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of Village of Oakwood shall be interpreted to be in conflict with or to eliminate or modify in any way, the **at-will employment** status of Village of Oakwood employees.*

RESOLUTION NO. 2025-WS-19

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT
AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE
MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED
ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS
PERMANENT PARCEL NO. 795-08-028 and 795-08-029**

WHEREAS, the Village of Oakwood, and J Wall Homes, LLC, c/o Johannah Wallace, individually (hereinafter referred to as “Purchaser”) have reached an agreement in principle, as set forth in Exhibit “1” attached hereto and incorporated herein, for the sale of said Property to Purchaser; and

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

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

SECTION 1. Proposed Ordinance No. 2025 - , attached hereto and made a part hereof by reference and marked Exhibit “A”, which provides for the sale to Purchaser of Village land designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-028 and 795-08-029 be and hereby is referred to the Planning Commission pursuant to Charter Sec. 10.02 (C) for report and recommendation.

SECTION 2. The Clerk of Council be and is hereby authorized and directed to refer the attached proposed Resolution No. 2025 - to the planning Commission for report and recommendation pursuant to Charter Sec. 10.02 (C) and the Codified Ordinances of the Village.

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Christine Morgan, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2025 - was duly posted on the ____ day of _____, 2025, and will remain posted for a period of fifteen (15) days thereafter as provided by the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

RESOLUTION NO. 2025-WS-20

INTROUDCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-030 and 795-08-031.

WHEREAS, the Village of Oakwood, and J Wall Homes, LLC, c/o Johannah Wallace, individually (hereinafter referred to as “Purchaser”) have reached an agreement in principle, as set forth in Exhibit “1” attached hereto and incorporated herein, for the sale of said Property to Purchaser; and

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

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

SECTION 1. Proposed Ordinance No. 2025 - , attached hereto and made a part hereof by reference and marked Exhibit “A”, which provides for the sale to Purchaser of Village land designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-030 and 795-08-031 be and hereby is referred to the Planning Commission pursuant to Charter Sec. 10.02 (C) for report and recommendation.

SECTION 2. The Clerk of Council be and is hereby authorized and directed to refer the attached proposed Resolution No. 2025 - to the planning Commission for report and recommendation pursuant to Charter Sec. 10.02 (C) and the Codified Ordinances of the Village.

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

PASSED: _____

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, do hereby certify that Resolution No. 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: _____

ORDINANCE NO. 2025-WS-21

INTROUDCED BY...

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-028 AND 795-08-029

WHEREAS, the Village of Oakwood owns certain real property designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-028 and 795-08-029; and,

WHEREAS, the Village of Oakwood deems it advantageous to sell Permanent Parcel No. 795-08-028 and 795-08-029 (hereinafter "the Property") to J Wall Homes, LLC, c/o Johannah Wallace, individually (hereinafter "Purchaser") to be developed and maintained as part of his driveway to his single-family residence property; and,

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

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

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

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

PASSED: _____

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 Charter.

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT "1"

PURCHASE AGREEMENT

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

1. SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate with appurtenances, located in the Village of Oakwood, County of Cuyahoga and State of Ohio: one vacant parcel of property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-028 consisting of approximately .155 acres total, and Permanent Parcel No. 795-08-029 consisting of approximately .138 acres total, (hereinafter the "Property"). The Property shall include the land, all appurtenant rights, privileges and easements in their present condition "as is".

2. PURCHASER agrees to pay for said Property the sum total of Thirteen Thousand and Five Hundred Dollars (\$13,500.00).

3. SELLER shall furnish a Warranty Deed conveying to PURCHASER, or nominee, a marketable title to the Property, with dower rights, if any, released, free and clear of all liens and encumbrances whatsoever, except: (a) restrictions of record and any reservations and easements created in conjunction with such restrictions that do not materially adversely affect the use or value of the property; (b) zoning ordinances, if any; (c) taxes and assessments, both general and special, not yet due and payable, for the current half of the taxable year and thereafter. The foregoing Deed shall contain the following restrictions 1) the property shall not be used for any purposes other than a single family dwelling and 2) once consolidated, the property shall not be split absent the prior written

consent of the Village of Oakwood.

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

a. Within ten days of the execution of this Purchase Agreement, Purchaser shall deliver the purchase price to the escrow agent.

b. Prior to closing, PURCHASER shall obtain approval for the following:

1) the consolidation of the Property into a single parcel designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-028 or other such Permanent Parcel No. as the Cuyahoga County Fiscal Officer sees fit.

5. SELLER shall furnish a Title Guaranty in the amount of the purchase price, as evidence of assurance that there has been conveyed to PURCHASER, or nominee, the title required to be conveyed hereunder at PURCHASER'S cost. Should PURCHASER desire, he may obtain a Fee Policy of Title Insurance, so long as it pays the increased premium for same.

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

7. All documents and funds necessary to the completion of this transaction shall be placed in escrow with Ohio Real Title, 126 W. Streetsboro Rd., Suite 1, Hudson, Ohio 44246, on or before **May 1, 2025**, subject to their standard conditions of escrow acceptance. If a defect in title appears, SELLER shall have thirty (30) days after notice to

remove said defect.

8. The Escrow Agent shall charge to SELLER and pay out of the purchase price the following: (a) amount due to discharge any lien encumbering the property and the cost of recording the cancellation thereof; (b) any amount due PURCHASER by reason of prorations; and (c) the amount of any special assessments payable by SELLER. SELLER shall also pay directly all utility charges to the date of filing the deed for record. PURCHASER shall pay the following: (a) any real estate transfer tax; (b) attorney fees incurred to prepare the Warranty Deed; (c) the escrow fee; (d) all fees and costs incident to filing the deed; (e) costs of any inspections requested by PURCHASER; (f) all escrow and other fees associated with the closing; and (g) the premium cost for the Owner's Fee Title Insurance Policy, if desired;

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

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

(a) PURCHASER shall have performed all agreements on his part required to be performed under this Agreement and shall not be in default under any of the provisions of this Agreement; and

(b) PURCHASER shall have delivered the Purchase Price to the Escrow Agent as set forth in Paragraph 2 hereof.

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

12. PURCHASER stipulates that there have been no express or implied representations, warranties or statements concerning the condition of said premises, the value of same, the improvements thereon, the use that can be made of said premises, or

anything concerning same other than what is included in this written Purchase Agreement.

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

14. This Agreement shall not be assigned by either party hereto without the express written consent of the other.

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

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

TO SELLER:

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

TO PURCHASER:

J Wall Homes, LLC
c/o Johannah Wallace
12918 Maplerow Ave.
Garfield Heights, Ohio 44105
hasanproperties@gmail.com

17. It is understood that this Agreement is subject to the approval of Oakwood Village Council and, after execution by PURCHASER, will not be executed by SELLER until such approval is obtained. Upon execution of this Agreement, it shall become binding upon and accrue to the benefit of SELLER and PURCHASER and their respective heirs,

executors, administrators and assigns.

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

SELLER

VILLAGE OF OAKWOOD, OHIO

DATE

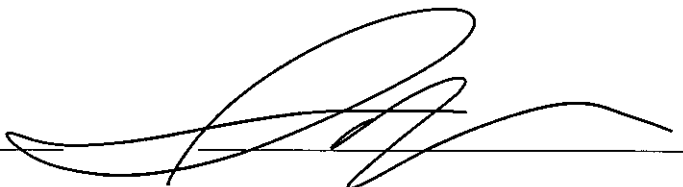
by: _____
Gary Gottschalk, Mayor

APPROVED AS TO LEGAL FORM

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

PURCHASER

April 16 2025

_____ 

DATE

April 16 2025

J Wall Homes, LLC
c/o Johannah Wallace

DATE

Johannah Wallace, Individually

ORDINANCE NO. 2025-WS-22

INTROUDCED BY...

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-030 AND 795-08-031

WHEREAS, the Village of Oakwood owns certain real property designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-030 and 795-08-031; and,

WHEREAS, the Village of Oakwood deems it advantageous to sell Permanent Parcel No. 795-08-030 and 795-08-031 (hereinafter "the Property") to J Wall Homes, LLC, c/o Johannah Wallace, individually (hereinafter "Purchaser") to be developed and maintained as part of his driveway to his single-family residence property; and,

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

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

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

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

PASSED: _____
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 Charter.

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT "1"

PURCHASE AGREEMENT

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

1. SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate with appurtenances, located in the Village of Oakwood, County of Cuyahoga and State of Ohio: one vacant parcel of property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-030 consisting of approximately .138 acres total, and Permanent Parcel No. 795-08-031 consisting of approximately .138 acres total, (hereinafter the "Property"). The Property shall include the land, all appurtenant rights, privileges and easements in their present condition "as is".

2. PURCHASER agrees to pay for said Property the sum total of Thirteen Thousand and Five Hundred Dollars (\$13,500.00).

3. SELLER shall furnish a Warranty Deed conveying to PURCHASER, or nominee, a marketable title to the Property, with dower rights, if any, released, free and clear of all liens and encumbrances whatsoever, except: (a) restrictions of record and any reservations and easements created in conjunction with such restrictions that do not materially adversely affect the use or value of the property; (b) zoning ordinances, if any; (c) taxes and assessments, both general and special, not yet due and payable, for the current half of the taxable year and thereafter. The foregoing Deed shall contain the following restrictions 1) the property shall not be used for any purposes other than a single family dwelling and 2) once consolidated, the property shall not be split absent the prior written

consent of the Village of Oakwood.

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

a. Within ten days of the execution of this Purchase Agreement, Purchaser shall deliver the purchase price to the escrow agent.

b. Prior to closing, PURCHASER shall obtain approval for the following:

1) the consolidation of the Property into a single parcel designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-030 or other such Permanent Parcel No. as the Cuyahoga County Fiscal Officer sees fit.

5. SELLER shall furnish a Title Guaranty in the amount of the purchase price, as evidence of assurance that there has been conveyed to PURCHASER, or nominee, the title required to be conveyed hereunder at PURCHASER'S cost. Should PURCHASER desire, he may obtain a Fee Policy of Title Insurance, so long as it pays the increased premium for same.

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

7. All documents and funds necessary to the completion of this transaction shall be placed in escrow with Ohio Real Title, 126 W. Streetsboro Rd., Suite 1, Hudson, Ohio 44246, on or before **May 1, 2025**, subject to their standard conditions of escrow acceptance. If a defect in title appears, SELLER shall have thirty (30) days after notice to

remove said defect.

8. The Escrow Agent shall charge to SELLER and pay out of the purchase price the following: (a) amount due to discharge any lien encumbering the property and the cost of recording the cancellation thereof; (b) any amount due PURCHASER by reason of prorations; and (c) the amount of any special assessments payable by SELLER. SELLER shall also pay directly all utility charges to the date of filing the deed for record. PURCHASER shall pay the following: (a) any real estate transfer tax; (b) attorney fees incurred to prepare the Warranty Deed; (c) the escrow fee; (d) all fees and costs incident to filing the deed; (e) costs of any inspections requested by PURCHASER; (f) all escrow and other fees associated with the closing; and (g) the premium cost for the Owner's Fee Title Insurance Policy, if desired;

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

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

(a) PURCHASER shall have performed all agreements on his part required to be performed under this Agreement and shall not be in default under any of the provisions of this Agreement; and

(b) PURCHASER shall have delivered the Purchase Price to the Escrow Agent as set forth in Paragraph 2 hereof.

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

12. PURCHASER stipulates that there have been no express or implied representations, warranties or statements concerning the condition of said premises, the value of same, the improvements thereon, the use that can be made of said premises, or

anything concerning same other than what is included in this written Purchase Agreement.

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

14. This Agreement shall not be assigned by either party hereto without the express written consent of the other.

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

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

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

TO PURCHASER: J Wall Homes, LLC
c/o Johannah Wallace
12918 Maplerow Ave.
Garfield Heights, Ohio 44105
hasanproperties@gmail.com

17. It is understood that this Agreement is subject to the approval of Oakwood Village Council and, after execution by PURCHASER, will not be executed by SELLER until such approval is obtained. Upon execution of this Agreement, it shall become binding upon and accrue to the benefit of SELLER and PURCHASER and their respective heirs,

executors, administrators and assigns.

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

SELLER

VILLAGE OF OAKWOOD, OHIO

DATE

by: _____
Gary Gottschalk, Mayor

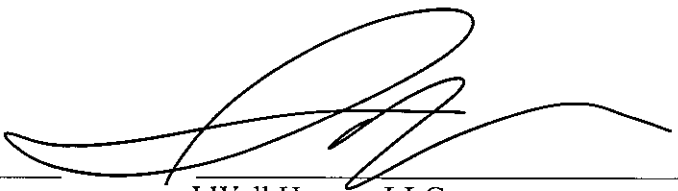
APPROVED AS TO LEGAL FORM

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

PURCHASER

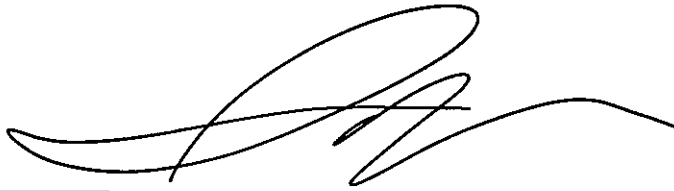
April 16 2025

DATE



J Wall Homes, LLC
c/o Johannah Wallace

April 16 2025

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of loops and a long horizontal stroke.

DATE

Johannah Wallace, Individually

ORDINANCE NO. 2025-WS-22

INTROUDCED BY...

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH J WALL HOMES, LLC, C/O JOHANNAH WALLACE, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-08-030 AND 795-08-031

WHEREAS, the Village of Oakwood owns certain real property designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-08-030 and 795-08-031; and,

WHEREAS, the Village of Oakwood deems it advantageous to sell Permanent Parcel No. 795-08-030 and 795-08-031 (hereinafter "the Property") to J Wall Homes, LLC, c/o Johannah Wallace, individually (hereinafter "Purchaser") to be developed and maintained as part of his driveway to his single family residence property; and,

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

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

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

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

PASSED: _____

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 for a period of fifteen (15) days thereafter as provided by the Oakwood Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

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($\frac{1}{2}$) 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: _____

ORDINANCE NO. 2025-17

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

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. 2025-17 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. 2025-17 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 CONNECTIONS, LATERALS (Includes repairs)	100.00 X _____ =		_____
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

RESIDENTIAL MISC. FEES & PERMITS

<u>RESIDENTIAL MISC. FEES & 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	_____
		TOTAL	_____

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	_____
		TOTAL	_____

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	_____

3% BBS FEE _____

TOTAL _____

COMMERCIAL HVAC PERMITS

	BASE FEE	SQUARE FOOT FEE	
NEW CONSTRUCTION	250.00		_____
		_____ X .10 =	_____
ADDITIONS	175.00		_____
		_____ X .10 =	_____
ALTERATIONS	125.00		_____
		_____ X .10 =	_____
EACH HEATING UNIT OR AC UNIT	125.00 X	_____ =	_____
EACH CONVERSION OR REPLACEMENT	125.00 X	_____ =	_____
SOLAR OR GEOTHERMAL	250.00		_____
			SUB-TOTAL _____
			3% BBS FEE _____
			TOTAL _____

COMMERCIAL DEPOSITS AND FEES

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 _____

COMMERCIAL PLAN REVIEW FEES

	BASE FEE	SQUARE FOOT FEE	
STRUCTURAL	200.00		_____
		_____ X .08 =	_____
MECHANICAL	200.00		_____
		_____ X .05 =	_____
ELECTRICAL	200.00		_____
		_____ X .05 =	_____
PLUMBING	200.00		_____
		_____ X .05 =	_____
FIRE SUPPRESSION SYSTEM	200.00		_____
		_____ X .05 =	_____
FIRE ALARM	200.00		_____
		_____ X .05 =	_____
INDUSTRIAL UNIT	200.00		_____
		_____ X .02 =	_____
RE-REVIEW/SPECIAL	105.00 X	_____ HR(S) =	_____
			SUB-TOTAL _____
			3% BBS FEE _____
			TOTAL _____

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		_____
TOTAL		_____

RESOLUTION NO. 2025-23

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION OF CONDOLENCES TO THE FAMILY OF JAMES E. MILLER

WHEREAS, James E. Miller, a longtime resident of Oakwood Village, passed away Thursday, March 27th, 2025, at the age of 82; and

WHEREAS, James was born July 13th, 1942, to Frank Miller and Minerva Miller, in Pueblo, Colorado; and

WHEREAS, James moved to Cleveland during his childhood, where he attended Cleveland Public Schools and built a life filled with love, laughter, and devotion to family; and

WHEREAS, James proudly served his country in the United States Marine Corps and was honorably discharged as a Corporal (E4) in 1966. After his service, he went on to have a successful career as a welder and pipefitter journeyman, working for both NASA and Clevite Bearings. His hard work, skills, and dedication to his craft earned him respect from his colleagues and peers. Known as a “handyman” by friends and family, James was always ready to lend a helping hand with household projects, showcasing his resourcefulness and love for problem-solving; and

WHEREAS, James was also known for his humor and comedic spirit, always finding ways to make those around him smile; and

WHEREAS, James was married to the love of his life, Mary Miller, for 58 years. Together, they raised two sons, Jason (Nicole W) and Jamaine (Carlisa), and cherished the joys of family life. His greatest joy came from spending time with his grandchildren, Javon (Naomi), Lyndon, and Nola, and creating treasured memories, whether it was through family gatherings, dancing, or simply enjoying a good meal; and

WHEREAS, A man of deep faith, James believed in God and lived his life with patience, consistency, and a strong sense of purpose. He imparted these values to his children, teaching them the importance of perseverance and kindness; and

WHEREAS, James will be deeply missed by all who knew him. His legacy of love, laughter, and faith will live on through his family and the countless lives he touched; and

WHEREAS, The family extends special thanks to Renay Cook, Kristen Collier, Otis Walker, Nicole W., and the nurses and doctors at the Cleveland Clinic 4th and 5th floors, as well as the skilled nursing personnel at Oaks of Brecksville. Their care and support were invaluable during his final days; and

WHEREAS, In addition to his wife, children, and grandchildren, James is survived by his beloved sisters Ruth, Alice, Barbara Jean, Joyce, and Taahira. He was predeceased by his siblings Robert, Ruby, and Frank Jr. James also leaves behind his brother-in-law Sherman Williams (Ruth) and Aaron Moore (Barbara Jean). He was also deeply loved by his many nieces, nephews, cousins, friends, and neighbors.

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 James E. Miller 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 James E. Miller.

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. 2025-22 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. 2025-22 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

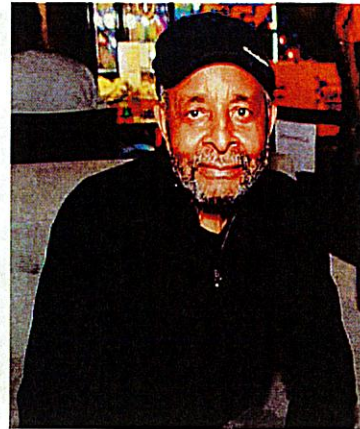
A RESOLUTION OF CONDOLENCES TO THE FAMILY OF JAMES E. MILLER

WHEREAS, James E. Miller, a longtime resident of Oakwood Village, passed away Thursday, March 27th, 2025, at the age of 82; and

WHEREAS, James was born July 13th, 1942, to Frank Miller and Minerva Miller, in Pueblo, Colorado; and

WHEREAS, James moved to Cleveland during his childhood, where he attended Cleveland Public Schools and built a life filled with love, laughter, and devotion to family; and

WHEREAS, James proudly served his country in the United States Marine Corps and was honorably discharged as a Corporal (E4) in 1966. After his service, he went on to have a successful career as a welder and pipefitter journeyman, working for both NASA and Clevite Bearings. His hard work, skills, and dedication to his craft earned him respect from his colleagues and peers. Known as a "handyman" by friends and family, James was always ready to lend a helping hand with household projects, showcasing his resourcefulness and love for problem-solving; and



WHEREAS, James was also known for his humor and comedic spirit, always finding ways to make those around him smile; and

WHEREAS, James was married to the love of his life, Mary Miller, for 58 years. Together, they raised two sons, Jason (Nicole W) and Jamaine (Carlisa), and cherished the joys of family life. His greatest joy came from spending time with his grandchildren, Javon (Naomi), Lyndon, and Nola, and creating treasured memories, whether it was through family gatherings, dancing, or simply enjoying a good meal; and

WHEREAS, A man of deep faith, James believed in God and lived his life with patience, consistency, and a strong sense of purpose. He imparted these values to his children, teaching them the importance of perseverance and kindness; and

WHEREAS, James will be deeply missed by all who knew him. His legacy of love, laughter, and faith will live on through his family and the countless lives he touched; and

WHEREAS, The family extends special thanks to Renay Cook, Kristen Collier, Otis Walker, Nicole W., and the nurses and doctors at the Cleveland Clinic 4th and 5th floors, as well as the skilled nursing personnel at Oaks of Brecksville. Their care and support were invaluable during his final days; and


WHEREAS, In addition to his wife, children, and grandchildren, James is survived by his beloved sisters Ruth, Alice, Barbara Jean, Joyce, and Taahira. He was predeceased by his siblings Robert, Ruby, and Frank Jr. James also leaves behind his brother-in-law Sherman Williams (Ruth) and Aaron Moore (Barbara Jean). He was also deeply loved by his many nieces, nephews, cousins, friends, and neighbors.

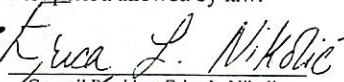
NOW THEREFORE LET IT BE RESOLVED THAT by the Village of Oakwood, County of Cuyahoga, and State of Ohio, that:

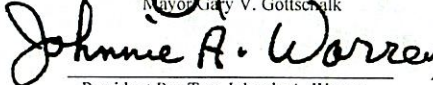
SECTION 1. The Village Council and Mayor wish to express their most sincere condolences to the family of James E. Miller and hope that the fond memories of such a wonderful, caring person comfort them in their loss.

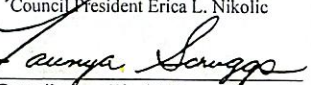
SECTION 2. The Clerk is hereby authorized to present a copy of this resolution to the family of James E. Miller.

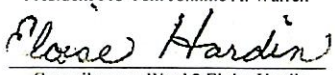
SECTION 3. This Resolution shall be in full force and effect immediately upon its adoption by this Council and approved by the Mayor, otherwise from and after the earliest period allowed by law.

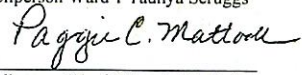

Mayor Gary V. Gottschalk

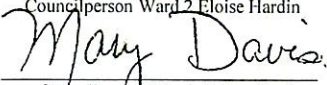

Council President Erica L. Nikolic



President Pro-Tem Johnnie A. Warren

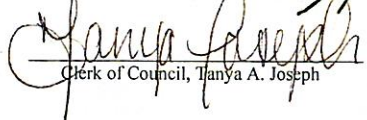

Councilperson Ward 1 Taunya Scruggs


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

