

**VILLAGE OF OAKWOOD
WORK SESSION
May 13th, 2025
6:00 p.m.
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-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 COMMSION 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 COMMSION 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
2025-WS-23	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. 795-09-043
2025-WS-24	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. 795-09-043
2025-WS-25	AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF OAKWOOD
2025-WS-26	AN ORDINANCE ESTABLISHING REVISED FEE SCHEDULES FOR BUILDING DEPARTMENT PERMIT FEES AND PLAN REVIEWS AND DECLARING AN EMERGENCY
2025-WS-27	A RESOLUTION TO ADOPT THE SOLID WASTE MANAGEMENT PLAN FOR THE CUYAHOGA COUNTY SOLID WASTE MANAGEMENT DISTRICT
2025-WS-28	AN EMERGENCY ORDINANCE AMENDING THE REBATE PROGRAM FOR RECREATION FACILITY MEMBERSHIP FEES ESTABLISHED BY ORDINANCE NO. 2011-05
2025-WS-29	AN EMERGENCY ORDINANCE AUTHORIZING THE VILLAGE ENGINEER TO PREPARE PLANS AND SPECIFICATIONS, TO ADVERTISE FOR BIDS, AND PROCEED WITH ROAD REPAIRS ON VARIOUS STREETS LOCATED WITHIN THE VILLAGE

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
May 13th, 2025
7:00 p.m.
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** **April 9th, 2024, Council Meeting 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**

Adjournment

ORDINANCE NO. 2024-WS-43

INTRODUCED BY MAYOR

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

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

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

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

SECTION 1. The Mayor be and is hereby authorized to enter into a Development Agreement with CEP substantially in the form attached hereto and expressly made a part hereof by reference and marked Exhibit 1.

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

PASSED: _____
Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

Exhibit 1

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE:

VILLAGE OF OAKWOOD, AN OHIO
MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION

By: _____

Its: _____

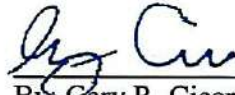
Date: _____

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

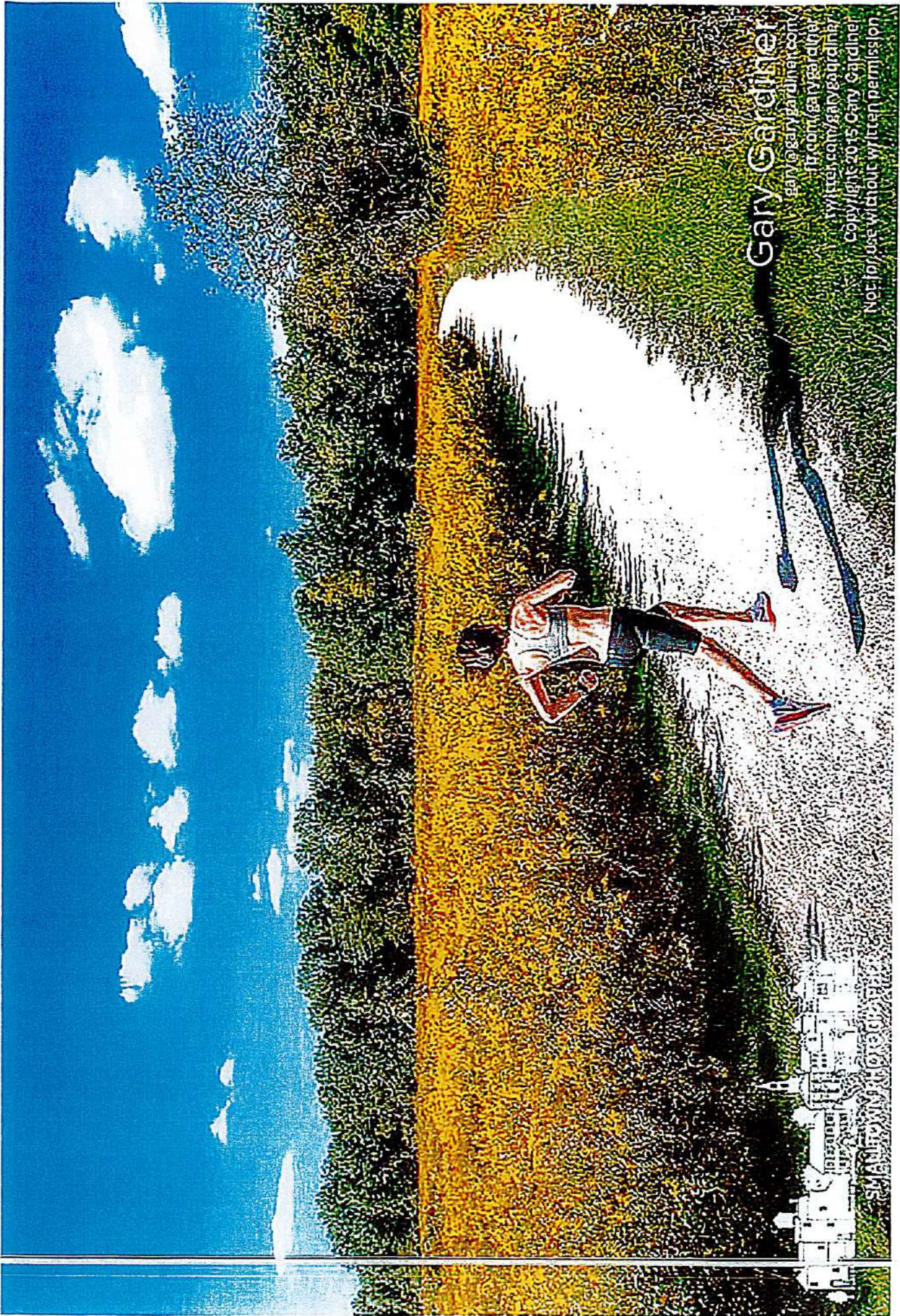
CELL 216-469-5252 PHONE 440-833-0163 FAX 440-943-9593

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

freem.com/garygardiner

twitter.com/garygardiner

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Small Town Illustration

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.

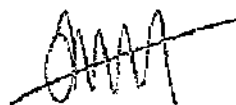
SCHEDULE

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. Alexis 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.

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*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 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: _____

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

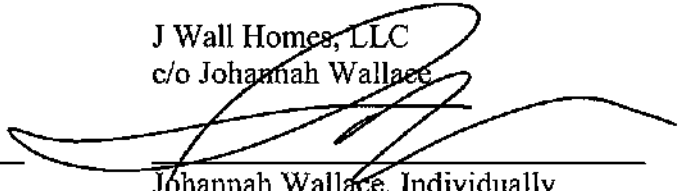
April 16 2025



DATE

April 16 2025

J Wall Homes, LLC
c/o Johannah Wallace

A large, stylized handwritten signature in black ink, appearing to be 'JW', is written over a horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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, appearing to read 'Johannah Wallace', written over a horizontal line.

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: _____

RESOLUTION NO. 2025-WS-23

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. 795-09-043.

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. 795-09-043 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 _____, 2022.

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: _____

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. 795-09-043 consisting of approximately .115 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 Fifteen Thousand Dollars (\$15,000.00).

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.

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 proration; 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 24, 2025
DATE


J Wall Homes, LLC
c/o Johannah Wallace

April 24, 2025
DATE


Johannah Wallace, Individually

ORDINANCE NO. 2025-WS-24

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. 795-09-043

WHEREAS, the Village of Oakwood owns certain real property designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-09-043; and,

WHEREAS, the Village of Oakwood deems it advantageous to sell Permanent Parcel No. 795-09-043 (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. 795-09-043 consisting of approximately .115 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 Fifteen Thousand Dollars (\$15,000.00).

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.

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 24, 2025
DATE


J Wall Homes, LLC
c/o Johannah Wallace

April 24, 2025
DATE


Johannah Wallace, Individually

ORDINANCE NO. 2025-WS-25

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE AMENDING THE ZONING MAP OF THE
VILLAGE OF OAKWOOD**

WHEREAS, the Village Oakwood has previously adopted an official Zoning Map showing the zoning classifications applicable to parcels of property throughout the Village; and,

WHEREAS, the said Zoning Map was last updated in 2011; and,

WHEREAS, there have been changes to the zoning classifications applicable to a number of parcels throughout the Village since the foregoing Zoning Map was last updated which changes have been incorporated by the Engineer into the amended Zoning Map attached hereto and incorporated herein as Exhibit "A".

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

SECTION 1. The amended Zoning Map attached hereto and incorporated herein as Exhibit "A" is hereby adopted as the official Zoning Map of the Village and all prior versions of said Zoning Map be and hereby are repealed.

SECTION 2. The Codifier is hereby authorized and directed to publish the attached Exhibit "A" as the official Zoning Map of the Village and to retract all previous versions of said Zoning Map.

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

PASSED: _____

Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council

Presented to the

Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____



0 400 800 1,200 FT

THE VILLAGE OF OAKWOOD ZONING MAP

APRIL 2025

ORDINANCE NO. XXXX

Exhibit A

MAYOR GARY V. GOTTSCHALK

LAW DIRECTOR - JAMES A. CLIMER

ENGINEER - MATTHEW JONES

COUNCIL MEMBERS

ERICA NIKOLIC - COUNCIL PRESIDENT

TANYA JOSEPH - CLERK OF COUNCIL

JOHNNIE WARREN - COUNCIL AT LARGE

TAUNYA SCRUGGS (WARD 1)

MARY DAVIS (WARD 4)

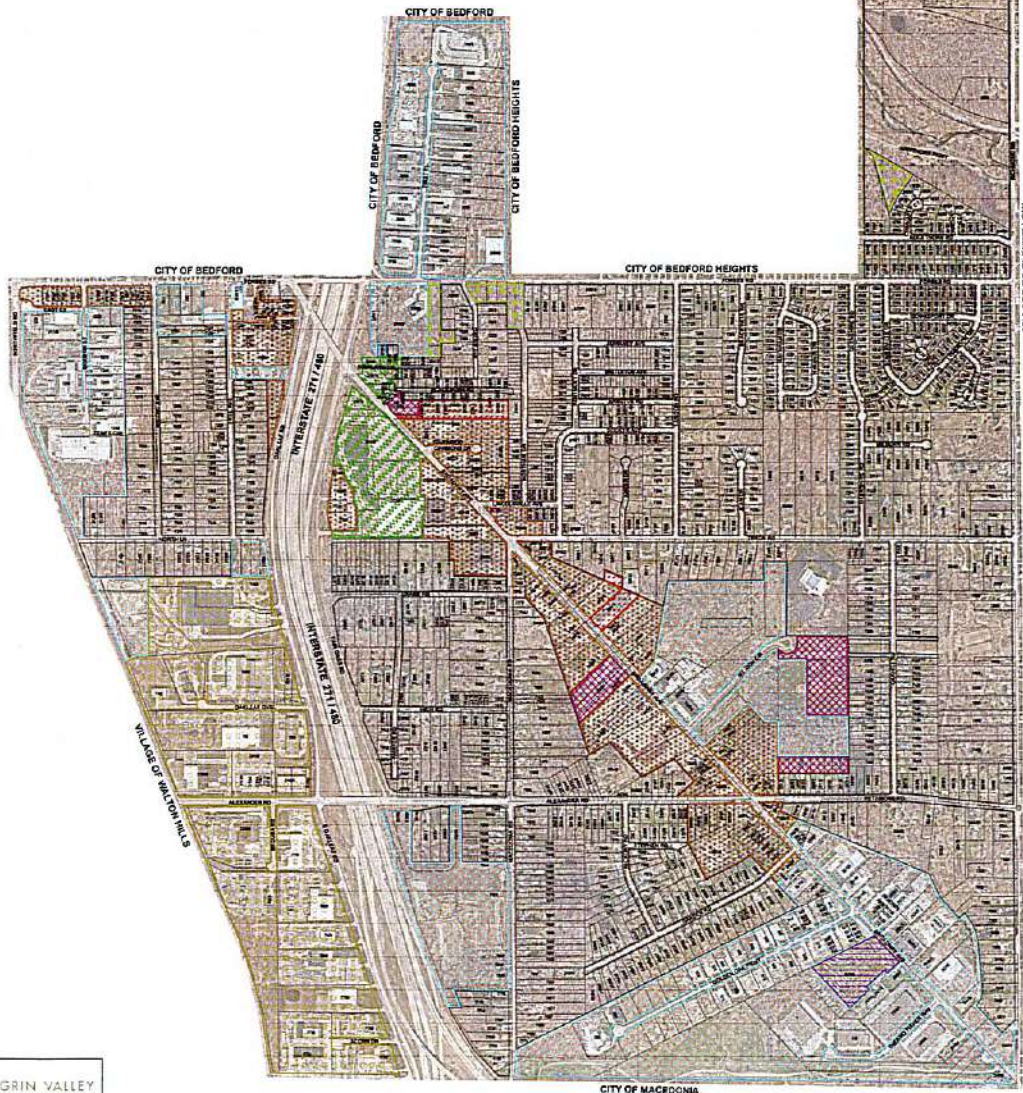
ELOISE HARDIN (WARD 2)

CANDACE HILL (WARD 5)

PAGGIE MATLOCK (WARD 3)

LEGEND

R1F RESIDENTIAL ONE-FAMILY	I-2 PRODUCTION/DISTRIBUTION
RMF RESIDENTIAL MULTI-FAMILY	OL OFFICE/LABORATORY DISTRICT
MHP MOBILE HOME PARK	MS MOTOR SERVICE DISTRICT
GB GENERAL BUSINESS	PF PUBLIC FACILITIES
I-1 LIGHT INDUSTRIAL	NP NATURE PRESERVE



MAP PREPARED BY:



ORDINANCE NO. 2025-WS-26

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE ESTABLISHING REVISED FEE SCHEDULES
FOR BUILDING DEPARTMENT PERMIT FEES AND PLAN
REVIEWS AND DECLARING AN EMERGENCY**

WHEREAS, the Village Oakwood operates a Building Department which has operated with an existing fee schedule that has not been amended for a number of years; and,

WHEREAS, inflation and other factors dictate that the aforementioned fee schedule be updated;

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

SECTION 1. The fee schedules set forth in Exhibits A and B attached hereto and incorporated herein are hereby adopted for the Building Department effective immediately.

SECTION 2. Oakwood Codified Ordinance Sections 1305.08, 1305.09, 1305.091, 1305.10, 1305.11, 1305.12, 1305.13, 1305.14, 1305.16, 1305.17, 1305.19 1305.21, 1305.23 and 1305.24 are hereby repealed.

SECTION 3. Oakwood Codified Ordinance Section 1305.07 which presently reads as follows:

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. All proceeds derived from the sale of the fire apparatus which is to be replaced by the equipment described in the attached contract shall be used to pay down the debt incurred for the purchase described in said contract.

is hereby amended to read as follows:

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 schedules adopted from time to time by Council and on file in the Building Department 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.

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 building season is imminently approaching and the fees for Building Department operations are in need of immediate updating, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Erica Nikolic, 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 Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

EXHIBIT A**Oakwood Village, Ohio Residential Fees**

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

RESIDENTIAL HVAC PERMITS

NEW CONSTRUCTION

BASE FEE

150.00

SQUARE FOOT FEE

_____ 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****BASE FEE****SQUARE FOOT FEE**

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

ADDRESS OF PROJECT: _____

<u>COMMERCIAL BUILDING PERMITS</u>	<u>BASE FEE</u>	<u>VALUATION FEE</u>	
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	_____

<u>COMMERCIAL ELECTRICAL PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
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	_____

<u>COMMERCIAL PLUMBING PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
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-WS-27

**A RESOLUTION TO ADOPT THE SOLID WASTE MANAGEMENT PLAN FOR
THE CUYAHOGA COUNTY SOLID WASTE MANAGEMENT DISTRICT**

WHEREAS, the Village of Oakwood is located within the jurisdiction of the Cuyahoga County Solid Waste Management District; and

WHEREAS, the Cuyahoga County Solid Waste Management District Policy Committee prepared and adopted a final draft of the Cuyahoga County Solid Waste Management Plan Update in accordance with *Ohio Revised Code Sections 3734.53 3734.54 and 3734.55*; and

WHEREAS, the District provided a copy of the Cuyahoga County Solid Waste Management Plan Update (2026-2040) for ratification to each of the legislative authorities of the District; and

WHEREAS, the Village of Oakwood must decide whether it approves of said Solid Waste Management Plan Update no later than August 10, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Council of Village of Oakwood that:

1. The Village of Oakwood (approves) (disapproves) the Cuyahoga County Solid Waste Management Plan Update.

The Clerk is hereby directed to send the District a copy of this resolution to the attention of Elizabeth Biggins-Ramer, Executive Director, Cuyahoga County Solid Waste Management District, 4750 East 131 Street, Garfield Heights, OH 44105.

2. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting 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 *Sections 121.22 of the Ohio Revised Code*.

Approved/Disapproved: _____

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 Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

ORDINANCE NO. 2025-WS-28

INTRODUCED BY

**AN EMERGENCY ORDINANCE AMENDING THE
REBATE PROGRAM FOR RECREATION FACILITY
MEMBERSHIP FEES ESTABLISHED BY ORDINANCE
NO. 2011-05**

WHEREAS, the Village of Oakwood has been continuously seeking ways to increase the recreational opportunities for its residents; and

WHEREAS, the Village of Oakwood does not presently operate an indoor recreation facility; and

WHEREAS, Oakwood Village residents are required to pay membership fees should they wish to use indoor recreation facilities; and

WHEREAS, the Council of the Village of Oakwood deems it advisable to provide a rebate of membership fees for the use of indoor recreation fees to its residents upon submission of proof, satisfactory to the Oakwood Director of Finance, that they have paid the applicable membership fee; and

WHEREAS, all Oakwood Village residents seeking to obtain this rebate shall adhere to all rules and procedures as promulgated by the Oakwood Director of Finance:

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

SECTION 1. The Village of Oakwood hereby establishes a program providing Oakwood Village residents who have joined and paid the fees to be members of any indoor recreation facility located within Cuyahoga or Summit County rebates of membership fees actually incurred up to the equivalent membership fees set forth in Schedule A, attached hereto and expressly made a part hereof by reference.

SECTION 2. The rebate as provided in Section 1 hereof shall be paid to the eligible Oakwood Village resident within thirty (30) days of the submission of proof, satisfactory to the Oakwood Director of Finance, of the applicant's residency in Oakwood and that they have paid the applicable membership fee for the use of the qualifying recreation facility.

SECTION 3. Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof. The Director of Finance be and is hereby authorized and directed to issue vouchers in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the General Fund.

SECTION 4. Ordinance 2011-05 be and hereby is repealed.

SECTION 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the immediate necessity to expand recreational activities for the residents of Oakwood, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____
Erica Nikolic, 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 Village Charter.

Tanya Joseph, Clerk of Council

DATED: _____

SCHEDULE A

MEMBERSHIP PACKAGES

Family: Husband and wife with up to 2 children or head of household with up to 3 children, (*Children who are age 6 to 18 and still in High School*) and children under the age of 6 are FREE with adult member.

Yearly Membership	\$350
Six (6) months	\$210
Extra fee per member over 4	\$20

Single

Yearly Membership	\$275
Six (6) months	\$150

Senior/Disabled: Senior age 60 and over. Disabled eligibility must have proof of permanent disability

Yearly Membership	\$115
Six (6) months	\$80

Student: Children age 10 to 18 (and in High School) years of age

Yearly Membership	\$125
Six (6) months	\$85

ORDINANCE NO. 2025-WS-29

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY ORDINANCE AUTHORIZING THE
VILLAGE ENGINEER TO PREPARE PLANS AND
SPECIFICATIONS, TO ADVERTISE FOR BIDS, AND
PROCEED WITH ROAD REPAIRS ON VARIOUS
STREETS LOCATED WITHIN THE VILLAGE**

WHEREAS, the Village Council deems it necessary and in the best interests of the health, safety and welfare of all of the Village residents to continue to perform routine repairs and preventative maintenance on various streets within the Village:

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

SECTION 1. The Village Engineer be and is hereby authorized and directed to prepare plans and specifications for Road Repairs, as determined by the Engineer, for the repair and resurfacing of Arbutus Road and for emergency repairs on Oak Leaf Road between Oak Leaf Oval and Alexander Road. The Village Engineer is also authorized to perform miscellaneous pavement spot repairs throughout the Village as determined by the Service Director and the Mayor.

SECTION 2. The Village Engineer be and is hereby authorized and directed to advertise for bids according to law for the repairs and other work as specified in Section 1 hereof.

SECTION 3. Upon receipt of the bids, the Mayor shall provide all members of Council with a bid tabulation summary for each bidder prior to the Board of Control awarding any contract for the matters described in Section 1 hereof.

SECTION 4. Council hereby authorizes the expenditure of an aggregate amount not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000.00) for road repairs as provided in Section 1 hereof. The Director of Finance be and is hereby authorized and directed to issue vouchers in the amounts and for the purposes as expressed in Section 1 hereof upon the award of contracts pursuant to Board of Control approval, said amounts to be charged to the SCMR Fund.

SECTION 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the foregoing projects should be undertaking during the upcoming construction season, therefore, provided it receives two-thirds of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____
Erica Nikolic, President of Council

Tanya Joseph, Clerk of Council
Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2025 - was duly posted on the _____ day of _____, 2025, and will remain posted in accordance with the 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(½) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Tanya Joseph, Clerk of Council

Erica Nikolic, Council President

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

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

Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

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

Tanya Joseph, Clerk of Council

DATED: _____

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 _____
		<u>TOTAL</u>	_____
<u>RESIDENTIAL DEPOSITS & SERVICE FEES</u>			
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		_____
		<u>TOTAL</u>	_____
<u>NEW DWELLING RESIDENTIAL PLAN REVIEW FEES</u>			
STRUCTURAL	100.00		_____
ELECTRICAL	50.00		_____
HVAC	50.00		_____
PLUMBING	50.00		_____
FIRE SUPPRESSION	50.00		_____
			1% BBS FEE _____
		<u>TOTAL</u>	_____
<u>ADDITIONS, ALTERATIONS, DECKS, GARAGES, ACCESSORY STRUCTURES PLAN REVIEW FEES</u>			
STRUCTURAL	50.00		_____
ELECTRICAL	35.00		_____
HVAC	35.00		_____
PLUMBING	35.00		_____
FIRE SUPPRESSION	35.00		_____
			1% BBS FEE _____
		<u>TOTAL</u>	_____
<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: _____

<u>COMMERCIAL BUILDING PERMITS</u>	<u>BASE FEE</u>	<u>VALUATION FEE</u>	
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	_____

<u>COMMERCIAL ELECTRICAL PERMITS</u>	<u>BASE FEE</u>	<u>SQUARE FOOT FEE</u>	
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	_____

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

TOTAL

SQUARE FOOT FEE

SUB-TOTAL _____
3% BBS FEE _____

TOTAL

TOTAL

SQUARE FOOT FEE

SUB-TOTAL _____
3% BBS FEE _____

	<hr/>
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) *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 _____
3% BBS FEE _____
TOTAL _____



**VILLAGE OF OAKWOOD
COUNCIL MEETING MINUTES
2024-4-9**

ATTENDANCE

Erica Nikolic, President	Gary V Gottschalk, Mayor
Johnnie Warren, President Pro Tem	Tom Haba, Service Director
Taunya Scruggs, Ward 1	Mark Garratt, Police Department
Eloise Hardin, Ward 2	Dave Tapp, Fire Department
Paggie Matlock, Ward 3	James Climer, Law Director
Mary Davis, Ward 4	Brian Thompson, Finance Director
Candace Williams, Ward 5	Carlean Perez – Recreation Director*

ABSENT

Matt Jones, Village Engineer	Sam O’Leary, Assistant Law Director
Ross Cirincione, Prosecutor	Daniel Marinucci, Chief Bldg. Official

** Arrived after roll call*

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

Motion to table the Council Meeting Minutes of February 13th, 2024, made by Davis seconded by Matlock

YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Williams

MOTION PASSED

Nikolic: Agenda item number five, do we have any correspondence from the clerk? **Joseph:** I just put some letters from the Legal Aid Society for the members that they sent it to. And then you have a package. **Nikolic:** Alright, thank you, agenda item number six. May we have our departmental reports? And we begin with Mayor Gottschalk.

Department Report

Mayor, Gottschalk| **Gottschalk:** Thank you, Madam Chair, first and good news for ward one, two, and three. Forbes Road will begin construction within two weeks. It will start on the west side of the 271 bridge. And be concrete just past First Place, and there'll be asphalt from there to the east of Richmond Road. There will be people on the street to keep the traffic moving so we don't have to close. Number two, the French company that's in calibration worldwide will be entering the building before the end of May. What a blessing for Oakwood to have a high technology company that is located around the world. And is using Oakwood as it's first base in the United States. Thirdly, you'll receive a detailed job description for Ms. Perez as the director, as well as a fitness instructor. That's for the yoga with a twist, and it will now be on Wednesdays and Fridays, for one hour at 11:00am; and that's every week. She's hoping to have as many as 70 or 80 there within the next month and month and a half. And that's again at Mount Zion's dream center gym. Additionally she'll be doing, starting in June, an aqua fit class at the quality inn swimming pool. That'll be every Monday, for 45 minutes. What's great about that is, Quality Inn

lets us use the rooms for people to change. Which is very, very good, and that will start June 1st, 2024, at 11:00am. She'll also start a class for for using bikes. That will be at the Community Center after the senior lunch. That will begin every Wednesday, for about 30 minutes. Additionally, if not Friday, you'll have it on Monday to review for your next finance meeting. Then lastly, we've been presented with an agreement with Mt. Zion. For the 4 to 5 weeks where we're using the facility as an educational camp program and the details of that. So, you'll have that as well, when you get the detailed job description for Carlean. So, that concludes my report. **Nikolic:** You'll have your time to report, you have your rec report. Let me just ask if all directors could stay until the end of the meeting. Because sometimes the residents may have questions or we may have some other things that we need to discuss. So, unless there's something very pressing. We ask that all directors stay until the end of the meeting. Thank you, Mayor, may we hear from the Law Director?

Law Director, Climer | **Climer:** Thank you, Madam President, there are several items of legislation around the way that has been drafted. I just haven't had a chance to review them. Among other things, a tightening up of our dog or animal at large ordinance as previously discussed at meetings. And I would request an executive session at the conclusion of the meeting. I have to discuss a couple of issues, but I'm happy to answer questions. **Nikolic:** Any questions or comments for the Law Director? Hearing none, may we hear from our Finance Director?

Finance Director, Thompson | **Thompson:** Thank you, Madam Chair, I don't have any additional report at this time. **Nikolic:** Any questions or comments for our Finance Director? **Williams:** I'm sorry, I was supposed to make an announcement. We requested that the Finance Director collect all credit cards from all directors. So, if you all could give those credit cards to him as soon as possible. Police Chief and acting Fire Chief, we would like to have a conversation with you about your gas cards. So, that we can create a process that doesn't impinge your need to use them. But also helps us track those expenses much better than we have in the past. **Nikolic:** Any further discussion for our Finance Director? Hearing none, may we hear from our Service Director, Mr. Haba.

Service Director, Haba | **Haba:** **Haba:** Thank you, Madam Chair, just one thing. Today was first day that we could get a hold of any hot patch. Which holds a lot better than the cold patch we've used all winter. So, we hot patched half of Broadway, from Alexander to Sheppard Road and back, Pettibone. (inaudible). Tried to fill the big holes as much as we could. And the weather looks good enough tomorrow to do the other half of Broadway, plus a little more. Depending on how much we get to, and you'll see that holds a lot better. And again, within a couple of weeks the streets should be better. The ones that keep breaking down. That's all I have, I can take any questions. **Nikolic:** I had to follow up about the litter list? We were trying to compile the top streets. Because we've had several residents come in talking about it. **Haba:** Yeah, and that would be no problem. But, like I mentioned a couple months ago at the meeting. It's really not feasible for us to say we're going to be here this day, this day, this day. It'll be as is basis, but any streets that are priority. We will get Lincolnville before the end of the week. That's something we do like on a rainy day. Where we can't patch the roads, or cut the grass, or do the flower beds. **Nikolic:** Okay, and I guess the idea is just that we have a list. So if someone inquires we have a date of last service. **Haba:** Yeah, we do that, we keep track of that and we do report it. Right

now what we do every day, I tell you how to categorize it. Sometimes we do, sometimes we don't put exact dates. But we'll keep track of the dates when we're down those streets. **Nikolic:** Okay, and then the ward Council can also fill in streets that they've had complaints about. **Haba:** Yeah, that's the way it's been for decades with that They just tell us and we'll handle that. **Nikolic:** Perfect, any other comments or questions for the Service Director? **Scruggs:** I just want you to know that you missed the most important meeting of your career, the last time you went out of town. Every single person that stood up and sang your praises. I was over here texting him, letting him know like you missed it. **Haba:** They probably thought I was dead because I don't miss meetings. (everyone laughed). **Scruggs:** I mean it was account, after account, after account, just talking about your character and talking about who you are. And I wanted you to hear it in person. I know my text message was real quick, but... **Haba:** I also appreciate that and I thank you very much, I appreciate that. I've always thought I've been good to Oakwood, and I thought Oakwood has been good to me. **Scruggs:** Yes sir, thank you. **Nikolic:** Yes Service Director, very much appreciated. Hearing no other comments or questions, moving on, may we hear from our Fire Chief?

Fire Chief, Tapp | **Tapp:** Thank you, Madam President, yesterday we had the eclipse go through. We had extra staff on and we had no calls related to the eclipse, which is good. We were fully staffed for it, but it was definitely something to see. Traffic wasn't as bad as we thought it would be through here. I'm sure the Police Chief can tell you a little bit more about that. But nothing really to report on fire's side. So, be happy to answer any questions. **Williams:** I do have a question, so, in trying to establish some processes around using the credit cards for gas. How often do you all fill up and what's the process right now? Do you have any recommendations? You don't have to have to answer now. You could send them to us as a follow up if you need more time. **Tapp:** We do truck check every morning. And if it's anything below three quarters or four, because of random fire. We have to make sure we have a full tank of gas. Any time any of our vehicles is three quarters or less, we go fill them up. And that goes for the chase car and Fire Chief's car. But usually it's just around three quarter. So, they fill up a couple times a week usually. Those cards are left in our office room and I have a fuel card. We only have two fuel cards, which is used throughout the day. **Williams:** So, you have two fuel cards. One you have, and one is left in the office? **Tapp:** Two Sam's Club fuel cards and one from Friendship. **Williams:** Ok, thank you. **Tapp:** Yeah, we keep receipts and I turn them in monthly. **Davis:** Do you pick Friendship compared to Sam's? **Tapp:** Depends on the time of day and who ever is open. We try to go to Sam's more because it's cheaper. But if they are closed for our weekend hours. Sometimes we need fuel later in the day, we'll go to Friendship. **Davis:** Okay. **Nikolic:** Any other comment or questions for a Fire Chief. Hearing none, can we hear from our Police Chief.

Police Chief, Garratt | **Garratt:** Thank you Madam President, adding to what the Fire Chief said, the eclipse was uneventful. We were planning for the worst and we hoped for the best and it was. We literally had no calls it was great. I noticed the fireworks going off and stuff like that. In regards to the credit cards, every police car has a credit card. They fill up at the end of the shift. All of them are Friendship, we have two Sunoco as backups. In case their down, has problems, holidays . You know, we run 24/7, 365, so Sam's Club didn't work for us as much. Because there's all times a night day, fill up on holidays, and everything else. **Davis:** When they use them, they just hand in the receipt once a month? Or do they hand in the receipts for each car?

Garratt: Each card is coded, you have to enter in a code. So, we know which Officer is using it. So then we can go back and get a printout from Friendship if there's any discrepancies on it. But it's for fuel only, you can't purchase anything else with it. **Davis:** Okay. **Williams:** If we switch to just one provider, would that interrupt you? **Garratt:** Yes. **Williams:** Like whoever was open all 24 hours of the day? **Garratt:** Yeah, because they're never always open 24 hours a day.

Williams: None of them, is there a reason you don't use Circle K? **Garratt:** A long time ago, but this was over a year ago. I don't care where we go, really, but none of them are ever 24/7. Circle K was closing early, that's why we stopped years ago; I think they closed at ten. **Nikolic:** Is Circle K open 24 hours? **Davis:** We're talking about the one in Bedford, the one on the border.

Nikolic: Chief, I had one question about the Lexipol subscription. I noticed we had that before, when we were at the conference. The Lexipol approached us about a grant system. And I noticed that it was also a subscription that the Police used. Can you tell us a little bit about the service for Lexipol and why is it needed above and beyond what you may get for your insurance benefits?

Garratt: Absolutely, insurance benefits, Lexipol is separate. Lexipol is our policy and procedures, operating procedures, operating policies that is updated when the laws changed. They have 30 some attorneys on staff at all times. Any time in the state of Ohio laws change, our policy and procedures are automatically updated. So we're working off current ones in case there's a liability down the road where we do get sued. We have up to date policies at all times. And it's a task to update because we used to use a big book we had a long time ago and you go back to it. But if you didn't update that on a monthly, yearly thing. It would be expired and you'll find yourself in liability issues. But since we've done that, it's really streamlined. If officers have questions on a procedure, or if it's the middle of the night and you're getting a violation or some kind of question. They could pull up policy and procedures, and look that up and have it currently available to help them make the decision on what to do on certain cases. I mean, that's how specific that is, the legal ramifications of doing this or that. **Nikolic:** Okay, I guess when I when I looked it up, it looked like it was like mental health services for first time responders. So, that's why I wanted to clarification of how we were using it. Because even we can use Lexipol to search for grants. So I didn't know how the force was using it. But we just wanted clarification, because Lexipo has so many different services. So, thank you for that. **Matlock:** Do we have any places in Oakwood where tractor trailers are being stored for use? **Garratt:** Once in a while, I get them from Sam's Club. Do you mean, like, privately or just from outside coming in?

Matlock: You know, I'm not too sure if it's privately or outside coming in. But they are now starting to store tractor trailers down by the deli on the corner, Broadway. **Garratt:** In the gravel? **Matlock:** Yes. **Garratt:** (inaudible) and if whoever owns that, they're not in violation of any laws that we have. Unless the owner of the property doesn't want them there. **Matlock:** Okay. And they post a sign that says no truck parking or something of that nature. We can help them with that. But if trucks are coming in there, because Broadway is obviously a truck route that leads to Ravenna Rd. So, the trucks aren't a violation for us, but if there's any issues of parking. Their owners can contact us and we can assistance and get them out of there. **Matlock:** Okay. **Hardin:** Even overnight parking, we don't have any control over overnight? **Garratt:** On Private property? **Hardin:** Right. **Garratt:** When the Hawthorne Shopping Center had the previous owners. We had a working relationship with them. By law, we had to have a working relationship with them to keep the trucks out of front of the parking lot. And we could do that because you see all the signs posted. They are allowed to go around and park around the back but not the front. That's the only thing, and we definitely don't want to park overnight in the

shopping center. **Nikolic:** Any other questions or comments? Hearing none, thank you Chief. May we hear from our Recreation Director, Carlean Perez.

Rec Director/Commissioner, Perez | **Perez:** The Helicopter was not able to do the Easter egg drop, so I brought back the check for \$1,250. Plus I brought \$250 back from the \$1,000 egg drop. I do have something to say to Council. Yesterday, I received a phone call from one of my vendors. I explained to the vendor, Brian and I did, about a purchase for the event. This vendor told me, once I told her how much the bill should be. She told me that a Council member told her to up charge the bill. So if you don't respect me, please be respect the authority of my job. This person would have billed me for 20 extra people. So when I asked her which Councilmember told her that. She said, "I'm not going to throw her under the bus." So therefore, again, I say, you don't have to respect me as a person. Please respect my authority as the Recreation Director.

Gottschalk: Carlean, read the wonderful letters from Columbus regarding your class Yoga with a twist. **Perez:** The Mayor asked me to read this to you. **Gottschalk:** She has many but this is from somebody (inaudible). **Perez:** Yesterday, there was a lady that came in to visit the class from out of town. She was visiting an Oakwood resident, so she came to visit the class from out of town. She said, and I got about nine letters yesterday. She said, "Yesterday I was visiting a friend who invited me to Carlean's stretch class. It turned out to be a tough double chair stretch class. I belong to McConnell Heart Health Center always voted best in Columbus. Their instructors, exercise, and physical therapist are always great. So, I know quality when I see it and Carlean is quality. She welcomed and introduced me to class, and then proceeded to lead an exceptional class. Over 20 women were there and the sense of community was amazing. What a wonderful way to start my day." **Nikolic:** Are you a resident top of Oakwood Village? **Perez:** No I am not. **Nikolic:** Okay. **Davis:** Are they signing in, the people who come? **Perez:** They always sign in, I always have a sign in sheet. Because I just attach it to my invoices. **Davis:** Okay, because we've never seen this sign in sheet. So is it possible to send at least a copy to us? **Perez:** I do one every single (inaudible). So, you're going to get about 15 or 20 sign in sheets, you want that? **Davis:** Yes, at least one set of them for the Council to look at. **Perez:** I can give you March. **Davis:** Thank you, I appreciate it. **Perez:** I have a contract, I was told that I needed a contract. Jim has a copy, he's completing it. So, I'll have that for you next week. **Williams:** Contract for what? **Perez:** I was told I needed a contract before I can get paid. **Gottschalk:** For a detailed description as both a Rec Director and a Fitness Instructor. **Williams:** Who told her she needed a separate contract as a Fitness Instructor? **Gottschalk:** I was told Council wanted to have a detailed job description of what she does. This is a detailed job description of a Rec Director and also as a Fitness Instructor. **Warren:** That's not a contract, that's just a job description. **Williams:** Maybe maybe something was misconstrued. But what we discussed was that, while our Rec Director is working normal business hours. She should not be paid separately as a Fitness Instructor, that was our conversation. **Gottschalk:** Okay, you don't have a director anywhere that's also doing exercise classes at the same time. **Williams:** I'm sorry was that our conversation? **Gottschalk:** I'm just saying you cannot find a city with a Rec Director that's also in charge and performing the exercise classes. **Williams:** Our conversation was that we cannot pay her as a fitness director. While she is also working for the Village during office hours. **Gottschalk:** That's in addition to, as a Rec Director, what she is doing. **Perez:** Also, you will see this in a note on the contract. But I also want to say that I started in March, nine years ago. I was told that I had minimal hours to work. But because I wanted to do the best that I could be, I put in all those hours plus more. I was also given the position as the Assistant Director at the

Community Center. So, I work three jobs here without asking for anything. I did not ask for anything until now. And as you can see, I'm very upset tonight. But anyways I'm will let that go, let go and let God. That's what I am going to do. But I work three jobs here, I work very hard and I work every single day, every day. My phone never stops ringing, so, that's all I have to say.

Gottschalk: And by the way, we never had a Rec Director until we had Carlean. **Scruggs:** Just for clarification on at least what Council was asking. And my understanding being working in a position where there were multiple jobs that were required. We had, just as an example, classroom teachers that work from whatever time was just, say, nine until four that their salaries contracted time. They also wanted to tutor and we were able to get stipends to tutor. But the tutoring had to happen outside of the 9 to 4 times. The teacher could not tutor during the school day. Because that's the salary time that they're supposed to be doing the salary work. They could still be the tutor, but it would just have to be outside of the salary contracted hours. From the understanding that I received about what your hours and what you worked. You worked part time in one spot and then there was part time another spot. So there is potential for you to be able to do both. But it's never been listed out what time it was happening. So, it was kind of all jumbled up. So, we're in the process of just trying to make sure that the the budget is clean. That we can do the right thing with the money. So, that it doesn't appear that we're we're paying double work, if that makes sense. So not trying to take away from from your position and what you do. Because from what I heard, you do a great job. And, you know, we are very pleased and proud to have you. But we just need to make sure as as it relates to the budget, that it's clear, so that it makes sense. **Perez:** That makes a lot of sense. Being a Rec Director as he said, there is no set. I mean, there may be a job description and I have about 50 on here of what I do every single day. But, we brought, wellness to Oakwood, it was never a design type. It was just fit it in when you can. And then go do whatever else you have to do. And that's what I did, just trying to do the best that I could do. Anybody in this place, even people that have never even seen me today see what I do. I'm always busy, I spend half of my Sunday morning, didn't even go to church on Sunday because my phone's ringing. He had to come to work because we had a kids party that really tore up the place, so he had to come to work. The phone never stops that I pay for, and I never asked for reimbursement for that either. **Davis:** Do you have set hours of when you're Rec Director here? Do you do a 9am to 4pm? 9am to 1pm? **Perez:** 9:30am to 3:30pm is what I normally do. **Davis:** Monday through Friday? **Perez:** Monday, Wednesday and Friday. But that doesn't say that Tuesday, Thursday, I'm also doing a call log for you guys. **Williams:** Well, I think I hear your frustration. We're not in the day to day operations. What we are responsible for, as Councilwoman Scruggs said. Making sure that what is leaving in terms of money matches what you are telling us because you spend the dollars. And when we see the payments, and the payment line report, and we also see your salary. We have to ask questions like, well, what time this is happening. So we can get some clarity, and there has not been clarity. We don't have that clarity unless it's provided by you as a Rec Director and your boss. So, we have to ask questions and they may be uncomfortable. We are under a special forensic audit. Until we can get very clear about our expenses. We're going to have to ask some tough questions, it's not personal. **Perez:** He's trying to take all of that and make it one salary. **Nikolic:** It was my understanding, I'm new, that your salary was increased to a piece for the other classes that you were taking. So, I guess that was the surprise when they saw you had an increased part time salary of \$55,000. But you were also receiving \$1,500 a month for classes, so that was the confusion. We didn't understand that your salary had been increased. And then at the same time, it was the additional moneys for the classes. So that was the confusion, so as of now, everything is under scrutiny. We

were we were reviewing that as well. Before I speak, did anyone else have anything? **Davis:** Mrs. Tufts, is she teaching now or not? **Perez:** She works at the community center. **Davis:** So, is she teaching, though? She doesn't teach any classes? **Perez:** She just works at the community center. She also goes in to take pictures, she also does that also when you finish at the community center. She's in there at 6:00am in the morning, taking pictures. Then she goes in at night, and take pictures. And that's how I know who messes up the place. **Davis:** She's under your recreation budget, wouldn't that be under the community center? Instead of joining under recreation budget? **Thompson:** We can change it but she's been under that budget, under recreation. **Nikolic:** There's another gentleman that works there. Eugene, he's totally volunteer, but she's an employee. Why not an independent contractor? Why is one totally volunteer and she's an employee? **Perez:** Eugene took over once Cynthia got ill. So, he just helped out when she became ill and we just kept him there. We tried to put him on salary, but we found out that he has some disabilities. And this is the reason why we just kept him on. **Nikolic:** No, I'm just comparing to be fair, because I see him there as much as she's there. So I don't understand the difference as to why she couldn't be an independent contractor. You know, as opposed to an employee. Because if she only there that day? **Perez:** No, she actually comes in, like I said, she comes in on the weekends. She takes pictures after each event at the center. She's usually on these trips that we are on. But she only turns in like 20 hours every two weeks. **Warren:** She don't have to be independent contractor, it don't even make sense. **Nikolic:** Okay, does she have a job description? Because it sounds like she does a lot of things as well. **Perez:** No, but I can make her one. **Nikolic:** Okay. **Perez:** Some of this stuff just fell into play. Okay, the last thing, and the Law Director can assist with this. But in my read of the Charter, all directors, excepting for law and finance, have to be residents of the Village. So, what transpired between your hiring. What was the approval process? So, was there an ordinance or something that that permitted your employment? **Perez:** I never lived in Oakwood. **Nikolic:** Okay, but, this now is a Charter question. Because our Charter is our law. So, as a new person, I read everything. So, that's what I read, the Charter says that directors other than finance and legal should be residents. And so I don't know if they missed that part when you were hired. But as per our Charter, Rec Directors, any directors besides law and finance. **Perez:** Do I just give my resignation in now? **Climer:** The Ohio Supreme Court limited the ability to do that some time back. Quite honestly, I have to dust that decision off. **Nikolic:** Okay. **Williams:** So, that should have been recommended as a Charter change to our last Charter then, possibly? **Warren:** It can for this next upcoming Charter. **Perez:** Madam Chair, I'm (inaudible), do I give my resignation tonight is that what you're saying? **Williams:** Here's one thing for certain we can say. You can not provide fitness instruction classes and receive a check separately during whatever your scheduled work hours are. We can say that for certain. So, you all are about to create a job description. Make sure there's no conflict there. Because if there is, we will not be issuing payment if those two things coincide. **Nikolic:** Any other comments? **Hardin:** I don't like confrontation. **Perez:** Neither do I. **Hardin:** And so for that, I say, I am so sorry that all of this is playing out this way. This is unnecessary, and I say to the Administration. As we work through these issues, Mayor, help us. **Gottschalk:** I think again, the details that she's going to submit, along with Mt. Zion. I think will be very satisfactory and we can move on. **Hardin:** Mayor, we're in an uphill battle here. And we don't want to have an Administration that is feeding the dragon. We need this whole community to work together to deal with major issues here. And so this did not have to happen. It didn't have to happen this way. So, I say to you, we're going to keep trying to straighten things out. I think, you know enough of us here. That if we had a problem and it was personal. It would have been

handled with you personally. This was dealing with finances, which affects everybody sitting here. So, please accept any part of this that was taken erroneously. And the fact that we're going to get some job description that clarifies the whole thing. That's the answer, period, without getting you all upset, so thank you. **Perez:** Thank you. **Nikolic:** Any further comments? Again, Ms. Perez, with all this been said, we appreciate the work that you've done and what you continue to do. So, please don't let that go without recognition. But as we review the laws and start to dig a little deeper. Some things will come to light that may not have been brought up before. So, we just ask for your patience and your understanding. Because we may have to have these uncomfortable conversations. Today they may be about you and tomorrow they may be about someone else. But you should not take them personally. We're just reading everything and addressing the issues and the questions as they come. So, please don't take them personally. We do appreciate the work that you do. **Perez:** (inaudible) that it had to come out in open forum like this, this is very embarrassing. **Warren:** This wasn't directed towards you anyway. Just to let you know Madam Chair, the bottom line is that every director works for the Mayor. And if there is any failures in the leadership of the department. We actually address them typically to the Mayor. The issue is we have to talk to you, the Police Chief, the Fire Chief, the Service Director, to find out exactly what you guys are doing and how it's impacting you. Because we have never gotten to the integral part of each operation, which is being done now. And so after this is all done and everything is set, we could be in a role like we have been in the previous years. But it takes a time and everything is happening like it should be now. Getting a hold of our finances and to propose corrections if corrections are needed. And to make suggestions because we are responsible to the residents for the finances. I tell people I'm not a Council person, I serve as Council. I'm not Council Pro-tem, I'm Johnny Warren, who serves as Council Pro-tem. And this service is directly to the resident. So, we're not here to do anything but to make sure that we're fulfilling our responsibility. **Perez:** You were talking about the credit cards. I order lunch every Wednesday, I pay for those lunches with the credit cards. If that credit card is not in my possession I can't pay for anything. So, I don't know what you guys want to do about that. **Williams:** So, I just want to clarify, the questions that we're asking. We are not Administration, we don't deal with day to day operations. But we do hold the purse strings for every dollar that is put in this Village, it is our responsibility. So, as that relates to your positions and what you do and how you spend. That's why we're asking the questions. With the lunch purchases, we have to figure out some new processes. Because while we're in the special forensic audit, we do not intend for every person that had a credit card to continue to have credit cards. That is not a personal thing, we know you need it weekly. We're going to have to put some processes in place, plan ahead. I don't know if possibly you can go on there, put your order in your cart. Call the Finance Director Thompson and say this is what you need to pay for. I'm not sure what that looks like. We'll have to talk more about what you're purchasing, when. But we cannot allow our credit cards to exist with everyone anymore. We just can't, not in this moment. **Nikolic:** Any other comments or questions for our Rec Director? Hearing none. Moving on to agenda item number seven ward reports.

Scruggs: So, directors, we would like to get our house in order. So, that we can kind of know all of the staff members that are in and working in the Village. And so to help our Finance Director, Mr. Thompson, create an organizational chart. We would like for the each director to just create your organizational chart of the staff members that are currently working with you. And then you can submit that organizational chart to Ms. Joseph and Mr. Thompson through email. You have

until a whole week to kind of turn that in. So, once they have that organizational chart from your actual department. We can see the staff that work with you in your department. Then Mr. Thompson is going to take those, put them together and create a full organizational chart so that we can actually have one for the entire Village. I don't have a date, I believe it's April 16th, is that a Tuesday Ms. Joseph? **Joseph:** Yes. **Scruggs:** 7 days, is that enough time to kind of turn that in directors? **Nikolic:** Just to chime in, some of the directors have provided that, Police and Fire. So, if you have already provided it, then we have it. If you have not provided that, we are looking for that. But for those who have provided it, thank you very much.

Ward Report

Councilwoman Scruggs: No report at this time.

Councilwoman Hardin: No report at this time.

Councilwoman Matlock: No report at this time.

Councilwoman Davis: We're still working on a report for Gray Brothers. And Mr. Marinucci is not here tonight to answer our questions for ward four. Mr. Climer can you give us any more update about Gray Brothers? I was told that they were cited and they're going to court. **Climer:** Yes, those have been issued. We're trying to get service on them. They have a statutory agent we're trying to get service on. We may end up having the Police Department simply serve the summons at the business. **Davis:** Okay, and second, the thing we had on Macedonia Road. Which I'm so grateful to see our beautiful Police Department in ward four. I've seen so many times Police cars going through. And now I heard that our motorcycles are now going out too. So, we are truly blessed. I know for ward four, I see you guys all the time and I wanted to thank you. And please pass it on to your officers is appreciative and that's all a report I have for ward four.

Councilperson Williams: I just have two follow up questions. One, the residents on North Lane are still inquiring about whatever's going to happen behind them. To shade them or kind of block the new industry that's come in, so that's one. **Gottschalk:** I spoke with the chairman and his father was giving his last rights before he called. He went to go see his dad, his dad is 89 years old. Anyway, they will complete everything that's being done by the end of July. Everything will be cleaned up and at that time, we'll then address and there'll be no more trucks going through there after that. We'll address what we're going to do after the end of July and we'll inform the residents on North Lane. **Williams:** Is that Interstate or Waste Management? **Gottschalk:** Interstate. **Williams:** And then the other question was, we had a deal going on for Suwanee before. Can you send me an update on what happened with the deal, or where we'll be at, or where we left off? The residents would like to know how they can get their street paved and upgraded. So, I think that will help to start the process. **Climer:** We're still going over it because the sense of Council was that they didn't want to pursue that. I never knew that it went to Council. **Climer:** Yeah, we had a discussion about it. **Williams:** Was I not present? **Climer:** I believe the sense was that Council wasn't interested in pursuing it. We're talking about the gentleman that wanted to develop 5 or 6 lots? **Williams:** I never was a part of that conversation. **Climer:** Honestly, I don't know Candace, if you we're here or not. **Williams:** It's for ward five

and so the residents in ward five are asking me about it. So, if you could give me an update on where we are with that and why it stopped. **Climer:** Sure, I'll be happy to send you a copy, there was a general description of what was going on. But I'll get that to you. **Matlock:** We had a meeting up here at the city hall with Max Miller. He is our Congressperson for our district. What we did was address the concerns that we had, what we needed. Because we know he's sitting on \$17.9 million for infrastructure. But what we're trying to do is get something out to him. And maybe perhaps help us with our streets. Also, the walkways that we have in the community. We'll see if we can get some extra money for that. It was me and Mrs. Hardin, he did tell us to contact his office and we're going to write up some grants. He even gave us the person who can help us write the grants up. So, we can get some infrastructure money here in our little Village. To help with some of these expenses that we have on doing our roads and doing our sidewalks. But we're going to go with the ones they've been asking for first. But they also know that I have to asked them to continue our walk through Tryon Road, because it is a safety hazard. But that's just one thing that I wanted to bring to your attention. And he will come back, he did state that he will come back. He will have a meeting with the residents here in Oakwood to address your concerns with him also. **Hardin:** This is to the Law Director, Law Director going forward, I will deal only with you as it relates to the vacant house on Somerville. **Climer:** That's fine. **Hardin:** Okay, and I'd like something in writing, where we are. Because the last time they weren't so far, they couldn't even serve them yet. **Climer:** We're still trying to give service, the person lives in University Heights. The Police has tried several times attempting to get a response. We're looking into alternate means of serving at this point. But there have been ongoing efforts to get them served. They just haven't been able to locate the person. **Hardin:** Okay. **Warren:** Don't they have places or organizations, businesses that does servicing for you? **Climer:** They do, and we actually were looking at that today. **Warren:** We need that because it seems like we can't catch up. These people are like bloodhounds, they know that they get paid to serve. So, maybe we ought to consider the pricing and see about getting service. Because we always have to be chasing this person and this person who lives in Cleveland Heights. This person lives in Timbuktu and whatever. But those bloodhounds, you let them out on them; they'll get served. **Climer:** We have a couple of firms that our firm uses. I gave them to Ross, We need to make sure it complies with the criminal rules of procedure. **Warren:** Well, why would they be in business if they don't? **Climer:** Well, they serve all kinds of civil subpoenas and stuff like that, and I'm not sure if (inaudible). If we find a way to make that work we will. **Warren:** Okay, let us know if you find out. **Gottschalk:** Ms. Williams, again regarding Interstate McBee. They're currently mitigating the wetlands in the back of the building. And that's the reason for all this work, again, will be done by the end of July. And that backyard will look as good as the front yard when they are done with it. And as I say, trucks in the future, any trucks, would be going on the Waste Management side of the building. Willaims: Thank you. **Nikolic:** That's conclude our board reports. Moving on to agenda item number eight, please state the committee that you that you chair and also keep your comments to three minutes.

Committee Report

Fine Arts Committee

Councilwoman Scruggs: We haven't met just yet, but we will start meeting once we get everything set with the budget.

Health Care Committee

Councilwoman Hardin: Madam Chair, I chair the Human Resource Committee. And as I stated this evening, this committee is going to work with two department heads and the administration. To try to get the organizational chart in place and after that we want job descriptions, Mr. Mayor. In other words, we're going to fine tune some of the processes as best we can, thank you.

Utilities Committee

Councilwoman Matlock: No report at this time, piggy backing off of the Environmental Committee.

Environmental Committee

Councilwoman Nikolic: Thank you, I'm the chair of the Environmental Committee. And this year, on April 27th, we're looking at having our first Earth Day. Right out in the parking lot by Levin Furniture. There'll be electric vehicles out there. There'll be a beekeeper there that will talk about how bees to pollinate your garden. There'll be a representative, hopefully there to talk about solar panels, we want to do a co-op. So, there'll be some different vendors. We're exploring other people that can come. We want to model communities like Hudson who have been doing this for many, many years. Just so we can start educating our residents on how they can become more involved in sustainability and a climate action plan for the village. So that will be April 27th, tentatively in the parking lot of Levin Furniture. Where you typically find the concerts, there'll be more information to come.

Economic Development/Grants Committee

Warren: We haven't had a meeting, but we're dealing with community and economic development every day. We have finance meetings, which is part of the economic development. Once we get our situation established as far as identifying the departments, identifying the personnel and identifying what our expenses are and what our anticipated revenues are. We can look forward more so into that. But for the resident, most of the economic development and community development are developers coming to the Village and wanting to use land. And probably right now we only got three major areas to develop. One is one is on Macedonia, the other one is where Chagrin Valley Engineering is, and the other two is Tarbini, across from the community center land, he owns that in. He owns a parcel of land in Golden Oaks. So, we got three major areas and we have developers that's working on it. We're trying to get headway with Krogers, that's one. Chagrin Valley Engineering is making a proposal for the other. And for the third one, that's Tarbini's we're working on. They have other issues like the wetlands situation that we're trying to find a way to economically mitigate. Because the last time we reviewed it with them. But it's all of their money out of their pocket. But at the last time they said it is hard for them to do anything because the mitigation was over \$1 million. You have got to spend \$1 million just to mitigate it. So, I suggested to our Engineer to them that, maybe they ought to look

at the land on that big hill over there adjacent to the property that's owned by the metropolitan parks. Because, if you can get them to let you use that land to put your wetlands in. It's never been intended to be built on. But right now, I guess the Mayor will eventually give us a report on where we are with Kroger's. **Gottschalk:** I hope to, within three weeks, to be able to propose for you to pass. It will allow every homeowner in Oakwood Village to get a 10% discount on their electricity bills every year in your house. As long as they're still at that house, it won't cost them a penny. So, I'll have that for Council in the next 3 to 4 weeks.

Safety-Service Committee

Davis: Hi, I'm Mary Davis, and I'm in charge or the chairperson of the Safety and Service Department search committee. I just constantly do accolades to our beautiful service and our safety departments. And if you have any problems besides talking to your Councilperson, let me know. Please give me a call, my cards are out there. At any time, call the Clerk and she can get ahold of me, okay, thank you.

Tax Incentive Review Council Committee & Finance Committee

Williams: I am the Finance Committee chair, right now our last big undertaking was we had to submit a budget to the County. Which is the permanent budget for the Village that was due by March 31st, actually March 29th due to the holiday. We submitted a 50% budget for Oakwood Village that will take us through June 30th of 2024. And make sure we have our operating expenses and anything else that needs to be paid. After that, Council will amend the budget so that we can take our budget to December 31st. We are under a special forensic audit investigation. So, we want to be very, very sure that we are looking into all our finances and making sure that the money we spend is an appropriate and authorized use. And that Council is aware of what those uses are. We have a number of monthly finance reports that we review. We meet for finance on the fourth Tuesday of most months at 6 p.m. However, for the month of April, we are meeting every Monday at 5:30 p.m. Except for yesterday, we didn't meet because of the eclipse. And today and the fourth Tuesday of this month, in particular in April, we're going to meet at 5 p.m., before the Council meeting. So you are welcome to join our finance meetings as well. We've been reviewing the number of contracts, contractors and 1099's we had in the Village for 2023. To get a handle on who were paying what for, what services are provided to the Village. I think that is about it for now. So, just a lot of making sure we look at every single line item going forward. Just while we're under this investigation, that will conclude my report.

Hardin: Police Chief, when we started the Mayor announced that Forbes is going to be resurfaced starting in two weeks. How are you going to handle the traffic pattern coming? We really don't want them cutting through Lynbrook, Somerville, Glenshire. **Garratt:** The pre-construction meeting was April 3rd. Myself, Tommy Haba, and the Fire Chief, we all attended the meeting also down at the County. It's going to be two way traffic at all times with flaggers. So that we don't have one direction like we did 25 years ago when we had to do it. Because inevitably people come up the wrong way. The contractor did want to change that to make it a one way permanently while they work. But we asked them not to because they been on the job with two lanes all times. That way when they're not there on the weekends. It's very frustrating

when they have lanes closed and they're not working, as we all know. So, they will have flaggers monitoring two way traffic at all times without diverting into residential areas. **Hardin:** Thank you. **Gottschalk:** Thank you Chief. **Nikolic:** So that concludes our committee reports. And of course, we'd also like feedback from you. We'd also like your feedback as well. The ward and committee reports are new. So, if there's anything that you'd like to add or let us know. It's just to give you more information about how to better serve you. So moving on, agenda item number nine, floor is open for Village resident Comments.

Open Floor Comments

Tonya Dixon, (unknown)|Dixon: Not to take anything away from anyone. But all my life I was in government and I never, in jobs the employer would give the employee the job description if they want that job. I've never known that, I'm writing my job description and you okay it. So, we talked about this maybe four weeks ago about job descriptions for everyone. I was told that they're going to be job descriptions because no one had them. Would it be posted to the public? **Nikolic:** It is public information and Councilwoman Hardin is our personnel committee chair. And we, after today discussing it, that's something we're waiting on before we can actually get into other discussions in the finance committee. So those are the things that we're waiting on from our HR chair/ Finance Director and also the directors. So, we're working together to get it to you. But once it is available, it will be public information if you'd like to see it as well. **Dixon:** Yeah, thank you.

Karen Howse, (unknown)| Howse: I was here at the last Council and there was a couple things that concerned me. I had the ability and the blessings to be able to work for this community back in 1996. I served here at the pleasure of the Mayor for 12 years. But, before I left, there were some outstanding things that concerned me before I left. And I made it known publicly. And I want to be careful how I say this because it's a sensitive subject, but it is sensitive to me. And the reason why is because I attended a church here, Mt. Zion. I'm no longer a member there, but I attended Mt. Zion for a long time. They left Booker and built this beautiful church on Broadway. But what came with that church was paving and curving to make it easy access to get back into their area, their new church. The Village Council approved a special assessment. That special assessment was put on that parcel and Mt. Zion was responsible for paying that assessment. That assessment average per year, about \$33,000 a year. Before I left, I had expressed a concern because when that bill came to Mt. Zion, they had issues about paying. So, here we are today, I found that Council passed legislation at the time and let me finish my sentence. Passed legislation, what they thought that the Village would be able to use the art facility occasionally. You know, for rain or if some issues came up when the Mayor had concerts and then it expanded to other things. The first contract we entered into with Mt. Zion was \$22,500 a year to use their facility. It's almost like insurance, so if it rains, you'll have access to their facility. And for whatever other things that Mt. Zion agreed to. So, \$22,500 a year equals \$112,500 that we paid to Mt. Zion over a five year period. Then a new contract came in place for another five years for the exact amount of the special assessment, which was \$33,108. The reason why I'm bringing this up publicly is because when I before I left. The Mayor and I had a healthy disagreement about the responsibility that was put on to Mt. Zion. So five years, we renewed a contract presented to Council that equaled the exact amount of the special assessment. That they were supposed to pay, so in essence, if I use Mt. Zion five times out a year. I'm still going to pay them \$35,500, doesn't matter, or \$33,480. We're still going to pay them that. Whether it's four times a

year, five times a year, still going to pay them that. I don't know about you, but if I was renting someone. The first thing I'm going to ask is, how much do I have to pay you per hour to use your facility? That's the one thing, so in essence, we paid Mt. Zion, over a ten year period, \$278,040 for insurance, so to speak. If something would happen where I would need your facility. Then we have expand it to say that now we're going to teach classes there and we're going to do this. And this is nothing against the Recreation Director because the Recreation Director, I was here when she was here. I think the issue is not you. It is to ensure your safety in that when you are reporting things like if you are working here a set of hours. When the previous Law Director was here, he made it clear. I used to do martial arts, and I taught a kickboxing class. I was teaching a kickboxing class after hours, and there's written language about that. That you cannot co-mingle, you cannot work independently and get a regular check. It's a fact, it's nothing against you, it's for your own sake. **Perez:** (inaudible) **Howse:** There's written language about that, okay. There's been language about that. So, we have a community center and then again, I'm finding we're now looking for another way to pay Mt. Zion. I have nothing against Mt. Zion, but what I do have a issue with is that \$33,108. And in that contract, that number includes not just the special assessment. But it also included the sewer maintenance that is assessed on all taxpayers. I pay that in all my property taxes. That is what that total encompasses. \$33,108 encompasses \$1,297, which is sewer maintenance. Has nothing to do with Mt. Zion. And why this came to my attention is, at the last Council meeting. Councilperson Williams asked the question, why did we pay \$1,297.50? The Mayor recited he said, "he would get back to her." So my question to Council, why are we allowed \$1,297 a year? Why are we paying Mt. Zion's sewer maintenance, when I'm paying my own sewer maintenance? Why would we enter into a contract, and maybe again, like you said, it was how it was presented to you. I don't know, but why on earth would we be paying \$33,108 to a church. A beautiful facility, to use their facility just in case, or now we're implementing these fitness classes. I'm asking Council, don't give them another dime. I think they owe you guys \$1,297 over the course of a couple of years. I think that needs to be paid back to us. I want to know why is it why was that included? It said assessment, we don't put that sewer maintenance assessment on there. I know how that sewer maintenance is used. It's every residents bill, I wish you guys would pay mine. How is that right? I have an issue with that, look at the contract. Now, miraculously, Mt. Zion doesn't have an assessment anymore, their assessment is gone. Like I said, five years prior to that, there were \$22,500 shy of \$10,000 short away from what the total assessment was, I'll take it. But I would rather say, tell me how much to use your facility per hour, and that is what I will pay you. Or if their prices aren't right, I'm going to look for somewhere else. There's other churches in here, the old Mt. Zion. Now he's saying that 70 to 80 people may be coming. The capacity over there is 100 something plus. I feel like we shouldn't give Mt. Zion another dime. They've gained quite a bit at our expense, and I'm furious at the fact that it's gone on this long. And I think it should be brought to your attention and all the residents. There's no way we should be paying anybody's assessment. **Nikolic:** Thank you, I'd like to request on behalf of Council. Law Director Climer, could you revisit those contracts and look at the language. And ensure whether or not there was any agreement to continue paying Mt. Zion or not continue paying him. Please speak with the Finance Director to hash out the language of what's been spent. And the next steps in terms of agreements. Because we have before us an agreement with Mt. Zion I believe that the Mayor wants to present. So, before we assess that contract, we really need to understand where we are based on those former contracts and what the language states. Because I read one and I thought it said after that contract. We would not need to pay for any more facilities once that contract was complete. So,

if my understanding of that contract is accurate. Then we should no longer have building usage fees from Mt. Zion in our budget. So, if you could clarify all of that and get with the Finance Director, once that's complete. And just make sure that all of that is taken care of and then report back to Council. Does anyone else have something to add about this? **Howse:** I just wanted to add this one thing. I'm sorry, I forgot to say. That special assessment for sewer maintenance we obtained as of today, \$9,079.50. As of the last five years. I don't know what's been applied from the \$22,000 we paid before that back in 2017 or whatever. But Brian, the Finance Director, made it clear. When the question was asked, he did answer honestly. "How did you come to pay that bill?" He said, Mt. Zion brought their tax bill to him for them to pay. **Williams:** Ms. Howse, I can respond, when I did see the \$1,297.50, it did bring up some other legislation and the previous contracts. So, what we requested is one, if there are to be any future payments, that there be a contract. But two, we have not authorized any additional funds to be paid to Mt. Zion for any reason. So if there are classes scheduled there, unless they're doing it for free. Council has given no authority to make any future payments to Mt. Zion at this point. Not until we can review all of their, what we've requested is all of their history of expenses that have been paid since 2008 to present. So, we can get a total understanding of how much money we paid to them each year. We are aware of the \$1,287.50 cent payment in February. We also found another one that was made in December of 2023 that we just saw today. **Howse:** And don't forget the \$10,000 meditation garden built on private property (inaudible) Mt. Zion. **Williams:** So, we have a number of things to look through. But there is no more authority to pay them. **Howse:** Thank you. **Gottschalk:** I will give a response to much of Ms. Howse's misunderstandings of this whole project. Including how she conveniently forgets that when Mt. Zion was over on Booker, where Rome is now. We never used that facility for any recreation either. We went to The Word Church in Warrensville Heights. Even before Warrensville Heights used at church. Additionally, we're not using the school this year for a summer camp program. We are using Mt. Zion; they have 6 large learning center rooms over there. They can hold about 20 people. They have video units with infrared or internet access, they have the kitchen, the gym... **Dixon:** The other churches don't have room for the summer kids? I heard that they were declining, as far as kids doing summer activities or whatever a few weeks back. **Gottschalk:** We've been using it, the point is we can save money. Rather than being at that to the Bedford High School. And having busses going back and forth between, whether it's using for any sort of the events over in Mt. Zion. Or even using the kitchen over there for our maintenance and cooking for the ladies. Everything can be done under one roof. You're not having 80 or 90 kids walking through the high school. On the north wing they went for one class in different rooms. And then having to go to the other side of the building where the gym is, going upstairs for an hour. It's very hard on counselors... **Dixon:** I understand what you're saying. But just to make sense, and I know let's \$33,000 and we only use that church a couple of times. **Gottschalk:** That's completely wrong. **Dixon:** I mean, we only go there 2 or 3 times a year. **Gottschalk:** That was misrepresented, this isn't the time... **Dixon:** Well, give me the numbers and more information. I need to understand, I have been here 20 years, and I work hard for my money. You know me, I work hard. And to hear numbers like that get thrown around, is crazy. But let me get back to this. **Williams:** The numbers are factual. **Dixon:** Okay, the numbers are factual, okay. Well, that's why I want to get a printout. **Gottschalk:** Remember, by the way, as well, it was interesting that Oakwood benefited from that road as much as anybody else did. Because it goes to our community park. Until then, we had to use the residential street to get to the community Park. **Howse:** There's nothing wrong with that either. **Gottschalk:** Please, who was going to be using a residential street. **Howse:** Mayor, before Mt.

Zion I used that back road, it was not a problem. **Gottschalk:** But it was really a it was very fair to the residents of Oak Hill. Sizemore: Our kids played ball over there. **Gottschalk:** Now it's much different now. Sizemore: Yeah, but we have parks right there where the kids can go and play ball. And you can be right down the road right there (inaudible). (multiple voices, inaudible). **Gottschalk:** (inaudible) had to go all the way around to get in there as well. Sizemore: I don't remember going all the way right now. **Dixon:** I guess the person I have a question for is not here. It would be the Building Director. I wanted to know if he ever got his computer problem fixed? Because the last time I was here, I heard from his mouth. That he had an issues with his computer for a year and he didn't get it fixed. He had somebody else he was asking questions about, I couldn't get the name because he was mumbling. I want to know, did he get his computer fix? And also, did he get those numbers? Like how many people are renting in Oakwood, how many people left out of Oakwood, how many people ever came in to Oakwood, new homebuyers. I asked for those numbers, he didn't have those numbers. So, I was wondering if you can contact this Daniel person to get numbers. Because he, I had an issue, and it's been going on for two years. Now the house is sold, the lady is gone. The problem is still there, I issued information and paperwork. I have it at home, nothing has been done. But for me to hear as a resident that he had a glitch in his system. From what I understand from Council, from what I heard. We pay a program or whatever program we have. We pay it to ensure that you can call in and say, hey come fix my computer; I need help. He had not done that for a whole year. So my question to him tonight, he's not here. And the other question is, I understand that when we have these meetings. Do everyone have to show up? Or is it a priority, or how does that go? Is he sick tonight or what's going on? **Gottschalk:** He had oral surgery, he's fully swollen and he won't be at work tomorrow either. **Dixon:** Alright, well, he don't work but three days a week. Is he part time? **Gottschalk:** Yeah. **Dixon:** Do we need a full time person? Because... **Gottschalk:** You can't get a full time person in that job anymore. You don't have a full time Building Inspectors hardly anywhere other than in the cities. Even in Bedford Heights, they don't have a full time anymore, or Maple Heights. **Warren:** Well, I don't know about that. But one thing that I can... **Dixon:** If he's not full-time, he should have enough time on his hands to get the numbers together. **Gottschalk:** I'm hearing you, he'll be able to respond to you in your email. **Dixon:** Okay, because if he's only part time, he should have plenty of time to get everything else together. The other thing I had, again we were talking a couple weeks ago about the money for entertainment. If I'm wrong, please somebody correct me. Was it \$200,000 or \$150,000 that we do a year? The budget for entertainment, was it \$200,000? **Thompson:** It was for the full department budget. **Dixon:** What was it? **Williams:** That's probably around the whole recreation budget, entertainment is included in that. **Dixon:** What was the whole recreation? What does that include for the whole year fiscally? Just real quick, like what could it be? **Perez:** Camping... **Dixon:** Does the residents get anything? **Perez:** Special event is like what? **Perez:** Summer concerts, murder mystery, lunch and dinners, all that kind of stuff. they are okay. When we get the fliers, some of them we have to pay for. Just a little but \$20 or \$15, or whatever. The residents still pay for those, you still collect a small fee. **Perez:** Yes, right. **Gottschalk:** Not at Mt. Zion, that's for Severance Center, going to the the Ochestra, or the Amish Country, or La Malfa, Pickle Bill in Geneva. **Perez:** It may cost you \$20, but it cost us \$50. **Dixon:** Okay, well right, and then for the dance club event. Are we using our Service Department to put it up and tear it down? Does that come out of the Service Department or that comes out the \$200K? **Nikolic:** Are you referring to the concerts? **Dixon:** Yeah. **Gottschalk:** All I get from Council is \$15,000 a year. **Dixon:** Well, where did the \$200,000 come from? (unknown, multiple people

responded): That' the whole budget. **Dixon:** That's a whole budget for a summer camp, for all the events that goes on. **Perez:** Summer camp we usually charge the kids, \$250 for eight weeks of camp. (inaudible) I think that's about \$10/ kid, \$10/day. If you go to Cedar Point its go it's \$50 a year. So, all of that (inaudible), we are \$10 a day, it cost \$37/day to do the event. So, this is where all this money is coming going. **Dixon:** Okay, but I'd appreciate if you could provide that for me. Thank you, you do a wonderful job, you do. **Nikolic:** And just to follow up on that. We have requested for finance to provide us with a breakdown, an itemized financial report of every event. So, when we do see an event like let's take the egg drop, for example. We can see \$1,500 for the helicopter, \$2 for brown paper bags, \$70 for Malley's chocolates. Like an itemized list so we can look and see next year. We don't need this, we're not going to do that. But we need an itemized list for every event. So, Council can start to see also the attendance. I was there at the egg drop last week, so that way I get to see the event. We get to see what the itemized cost is. And we can work together to have a dialog about what's most beneficial for the residents. **Dixon:** Sounds really good. **Williams:** Can you provide your email address to the Council Clerk, please. So, we can send you that budget.

Laurie Hoover, (address unknown) | **Hoover:** My name is Lori Hoover, my husband and I own a property on Macedonia Rd. I guess my question is directed at the Mayor. I have stopped by the Village hall for two years, nine times. I've talked to Dee, I've never been able to catch you. You keep telling me you're going to take care of it. Ever since Hummer moved out and DCOMM moved in. They tore down all of the trees and the shrubs that were adjacent to my property of Macedonia Rd. They left it a mess, there's concrete all over it. They extended their parking lot almost to my property. They left all their debris there, nothing's been done. The woman from DCOMM who was at the meeting said, "no problem, we'll take care of it and it will be done." Well in June, it'll be two and a half years, and then I'm still waiting. And I don't think it's fair. I don't know who I need to talk to. I did talk to Mary about it because she's my Councilperson. But, I need to get something done. **Davis:** I emailed also to Mr. Marinucci all about it and a copy to you. **Gottschalk:** Is this for your backyard flooding? **Hoover:** No, it's not flooded, it just looks terrible. Now my the backyard is up to their concrete and all their trucks and. And I had trees and bushes there. They told me at this meeting, we will take care of that. They've had six seasons to a point. They haven't even put up a mound of dirt. They haven't put up a couple trees, nothing. All that debris back there, there is a buckets back there with concrete in it. And I'm upset, I'm very upset about this. Because my tenant has a child and they play. And I don't think it's right that they need to deal with this. Plus, they deal with all their trucks, they see all the trucks. Because they added a humongous amount of concrete back there. So, I'd like something done, and talking about the Building Inspector. I have a real problem, I've gone to the Building Department three times. All three times, the minute I walk in, he walks out the back door with his dog. Because he doesn't want to talk to me. So what do I do? I'm asking Council, and by the way, Madam Chair, I really appreciate you because you really take control of the meeting. Which, I'm sorry to say, years past wasn't done. So you're very, very good. So, how do I get something done. I've even sent pictures I've given Dee pictures to give to you of all of it before and after. And it's going to be two years. **Gottschalk:** Well, DCOMM didn't get here until about a year and a half to two years ago. **Hoover:** Right, and I was here at that, and they promised me. **Gottschalk:** It was an issue because the backyard at that time was zoned residential. So we had to rezone it so... **Hoover:** I don't care about them, I care about my property. I don't care about DCOMM, I want my property shielded from DCOMM, like it was before. And it is not that way

anymore. So, what do I do? How do I get something done? **Gottschalk:** As it is, I gave them two major signs i needed to have done a developmental projects here in Oakwood. I put a hold on that, he will be there at DCOMM within the next two weeks. **Hoover:** I'm going to hold you to it. **Gottschalk:** Yeah. **Hoover:** Because I will be back there, because I'm upset about this, thank you. **Nikolic:** Okay, Mayor are you referring to a landscaping company? **Gottschalk:** No, this is just to do some screening on the back of her property. To DCOMM's property where they're parking their vehicles now, but there's no screening. **Nikolic:** Is this something Tiff dollars could take care of? Is there a Tiff for this? Is there Tiff dollars that could be used for beautification or tree planting for that area? **Gottschalk:** It's hard on the back yards of people. **Warren:** You can't use private property. And the thing is, that's the responsibility of DCOMM, not Oakwood Village. **Hoover:** Yeah, and she told me, the woman that was in charge at DCOMM. Was at the meeting, and I neglected to bring her card. She swore to me it would be done that fall. **Warren:** This a lady from DCOMM? **Hoover:** Yes. **Warren:** Okay, so Mayor, are you saying that is going to be done? **Gottschalk:** Yeah. **Warren:** DCOMM is going to do it? **Gottschalk:** In about three weeks, yeah. **Hoover:** Now it's three. **Gottschalk:** You can't be doing it in the middle of the rain. It's going to rain in the next few days. **Hoover:** Yeah, it's the best time. **Gottschalk:** It will be screened... **Hoover:** I want it cleaned up first. **Gottschalk:** Of course, it'll be screened and cleaned up before the end of the month. **Hoover:** Okay, I'll be back here if not. **Nikolic:** Councilwoman Davis, and Councilperson Warren, we actually did a visit to one of our local companies. And this may be one that we could follow up with and do an in-person meeting. Just so we can get to know what's going on. So, we better understand the production of what's going on there. So, we did a visit with Federal Metal, which is in my backyard, and I had similar issues. So we went there, we had a meeting with them and they explained their processes. So, maybe this is another opportunity to have a meeting with the company. So, they know that we're watching as well and that we want to make something happen as soon as possible. And I'd be happy to meet anyone out there at any given time. Mary Just my number, I'd be happy to. **Warren:** Just let you know that actually Federal Metals came to our Council meeting and gave the residents a presentation. Then we met with them, but they gave the residents a presentation of what they do and things of that nature. And so, maybe DCOMM may be considered to do that, if they don't get. **Davis:** Mayor, I think Mr. Marinucci did say that now it's in the hands of Chagrin Valley Engineering, I don't know why. **Gottschalk:** There's an issue again, with what's going to be rezoned and what isn't. DCOMM themselves said before the end of the month, it will be taken care of. **Hoover:** (inaudible) I just don't want to see all those trucks, because we didn't have to see them before. **Davis:** And we don't want the bill going to the Village of Oakwood either. We want them paying for it.

Dixon: Speaking about her problem, I have a problem. Same thing, took them almost two years now, I submitted all my paperwork. What happened is the guy that lived behind me. He built a shed and it wasn't very secure. Wind came and blew it all away, it's like just gone. But now there's a platform, and underneath the platform you get all kind of varmints, the rabbits, mice or whatever. And I submitted paperwork I believe twice to the Building Department. Now the home is sold, now it is empty. It was sold at the end of this year. So my question is, I wish the Building Department guy was here. So, I can confront him, and ask him to go and press the new owners now. to lift that trash out, it's a platform. I mean, the platform all the animals get under there and breeding. I seen it with my own eyes field mice, rabbits. it's a huge platform. And it's been there for a while and I submitted paperwork and nothing has been done. Nothing has been done. So,

relay that to the Building Department guy, thank you. **Warren:** Just for the record, maybe we ought to send or the Law Director may contact the Building Inspector to see. Is there an ordinance about an abandoned property? You know, if you got something that's falling apart. And we don't have to be on somebody else's property. We don't have to worry about it because she would let us take pictures if we need them. But she already have them... **Dixon:** (inaudible) While he was out there taking pictures. He called and said, hey, is it okay for me to go in your backyard? and I said sure, I looked at my camera, and he was out there taking pictures. I said good he's there, Oakwood has pictures of it awesome. **Nikolic:** Thank you, I think the Mayor, or your ward Councilperson will be in contact with you about any follow-up. **Dixon:** Thank you.

Marie Dillingham (*Unknown address*)| **Dillingham:** First I am a little nervous, normally I go to interviews, and I talk to a person one on one and stuff, so bear with me. I planned on having sheets and everything. But I moved and had big events this weekend. So, if you would like, I'd like to get you the service proposal that I'm going to speak to you shortly. I can email or just bring it back in tomorrow. So, everybody could have a copy. So, they can see everything, all the details. I'm just going to go over it really quickly. My name is Marie Dillingham and I'm the part owner and operator at No Static Radio. And sole owner and operator of DcySive Media. And I would like to provide a proposal for my services. So, the purpose of this proposal is to offer the services for the community of Oakwood Village in hopes to build a stronger, more connected community. And provide services to keep the community informed and possibly entertained. Especially for our citizens who are not able to get around as often as they would like, or due to work or family. So just to give you guys a little bit of insight. I have over 20 years of experience in journalism, tons of equipment, and I have all this detailed in here. My experience and everything, of course the people that I worked for like Peter Luger's Steakhouse in New York, traveling on the daily show. I come from the news world of Channel 19 and Channel 3. I'm an Emmy winner and a Golden Globe winner as well for the work that I've done. And basically, I want to insert my work into this community. Like these community meetings, just in case people aren't able to make it. They're always able to see and attend from no matter where they're at. So, that's basically it, I have a couple of things including pricing and everything. So, if you guys have any questions, all my information is here. It's a lot more detailed inside and I think that's it. **Nikolic:** Just briefly, what are the top three services you would be providing the Village? **Dillingham:** Videography. **Nikolic:** So, like livestreaming? **Dillingham:** Absolutely. **Williams:** Let me help you out here. So, I didn't want to interrupt. So, her mom had previously lived in ward five. Had previously been here and talked about drag racing and some of the entertainment that they do. But I was in another conversation with them about that, some entertainment. And she shared that she did a lot of journalism with videographers. And I know that we've talked about livestreaming in our Council meetings for a little while now. But hadn't found a videographer or found any services. So, I did ask her to come present just so we can get the ball rolling, thank you. **Nikolic:** And I do believe, Councilwoman Scruggs, I think we were talking in our organizational meeting. I think you have a background in audio and some things. And you were going to work with us to figure out how to do it with YouTube. Maybe that would be a good connection for you two to discuss. Any other questions? Marie's mom: We're working with Ms. Carlean and the Mayor, and of course Councilperson Williams. We want to kind of upgrade the entertainment that you have for the festival. So, we will be reaching out to some people that you might have heard of. We want to work with this community. Like we appreciate, you know, the stability that's been provided for a lifetime here. We want to keep everything. **Nikolic:** Thank

you, we'll inspect the contract from either the Clerk or Councilwoman Williams so we can discuss it. We should be planning an organizational meeting to discuss certain things at some point. The floor is still open for comment. Hearing none, floor is closed. Moving on to agenda item number ten legislation.

Floor closed

Legislation

Climer: Proceeds to read legislation:

2023-55	AN EMERGENCY ORDINANCE AUTHORIZING THE RE-APPOINTMENT OF
Introduced 12-22-23	ROSS CIRINCIONE AND JOHN MONTELLO TO THE POSITION OF
By Mayor and	ASSISTANT LAW DIRECTOR/PROSECUTOR WITH THE VILLAGE OF
Council as a whole	OAKWOOD
1 st read 12-22-23	
2 nd read 1-9-24	
Tabled 1-23-24	

2024-03	AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER
Introduced 1-23-24	INTO A CONTRACT WITH CHAGRIN VALLEY ENGINEERING LTD. AND
By Mayor and	SETTING FOR THE COMPENSATION AND FUNCTIONS OF THE VILLAGE
Council as a whole	ENGINEER AND HIS FIRM
1 st read 2-13-24	
2 nd read 2-27-24	
3 rd read 3-19-24	
Tabled 3-8-24	

Motion to remove 2024-03 from the table made by Hardin seconded by Warren

YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Williams

MOTION PASSED

Motion to adopt legislation 2024-03 made by Hardin seconded by Davis

NO VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Williams

MOTION PASSED

2024-13	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REFUSE
Introduced 3-26-24	COLLECTION AND RECYCLE PROCESSING SERVICE AGREEMENT WITH WASTE
By Mayor and	MANAGEMENT OF OHIO, INC., AND DECLARING AN EMERGENCY
Council as a whole	
1 st read 3-26-24	
2 nd read 4-9-24	

Nikolic: I had one comment to make about that. We had discussed about the tipping fees. I inquired about, I am new, so I wanted to see the contracts from the other municipalities. Which municipalities are dumping here, how much we are charging, maybe even do fee assessment. Or fee, I don't know the proper term of it. But just analyzing all of our fees, but starting there, for example, to see if, as Brian described, it's like this. The fees that we're bringing in and the money that we're getting from the municipalities it's about an even keel. So, we should potentially look at increasing the fees that we receive from the outside municipalities that are dumping here. So, I requested the contracts, and we'll see what's stated, the language that's there. **Haba:** I'm still waiting for the answer from the gentleman. **Nikolic:** Okay, so we're still waiting on that. That's on second read, so once we get that, we'll circulate to Council. We can have further discussion about it. Are there any other thoughts?

Hardin: Madam Chair, I'm about to do something I've never done. I'd like to go back to 2024-03, I have a question for Brian. When I asked the question, are we currently paying him. My understanding is we're paying him at the old rate, not with the 5%? **Thompson:** Not at the new rate, you're correct, the old rate. **Hardin:** Okay, I'm willing to pay him. We haven't given anyone 5%, so, Law Director. **Williams:** That's why we left it on the table. Because it included the increase. It wasn't just about the (inaudible). **Hardin:** Okay. **Williams:** That's why we were leaving tabled. Because when you read out increasing numbers. **Hardin:** I wouldn't go forward with the increase. **Joseph:** Once I say motion passed, your answer can't be recalled, you can only repeal it. **Davis:** Madam Chair, can we repeal? She said we can repeal it. **Climer:** If I'm not mistaken, it still passes. You had two votes against it, correct? **Williams:** No, you only had one, I was the only one that voted no. **Climer:** Okay. **Nikolic:** But the question is, once the motion is passed, can they go back and change their vote? **Climer:** No, (inaudible) but even if you did, it still passes. **Davis:** No, it won't, I would not do it either. **Hardin:** No, it won't pass. **Davis:** Because he said that it is under the same one, so I assumed, I didn't know. **Climer:** Honestly, I have not encountered this, but i am pretty sure that you can't withdraw your vote. You can repeal the ordinance. **Hardin:** Law Director, this is a first, and it's driving me insane, this whole situation. I want this ordinance repealed. **Climer:** Okay, so introduce an ordinance to repeal? **Hardin:** That is my stance. **Davis:** Motion to do that and I'll second that. Is that how you want to do it? **Nikolic:** You don't need a vote, you need legislation. **Williams:** We left it tabled because we were going to deal with the budget in totality. **Hardin:** Yes, then all of a sudden, it dawned on me. This is the 5%. I do not wish to pass just with the 5%. I'm going on record with that. And I apologize to my colleagues. **Nikolic:** Does anyone else have any comments? **Warren:** All we do is just get the legislation drawn up for the next meeting. **Hardin:** Thank you, I apologize, Brian there's no checks to be issued prior to the next meeting. Is that correct? **Thompson:** Yes. **Hardin:** Thank you. **Hardin:** And I apologize to the audience, this is wearing me down, I apologize.

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

YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Williams

MOTION PASSED

Entered Executive Session

Motion to adjourn executive session made by Hardin seconded by Davis

YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Williams

MOTION PASSED

Exited Executive Session

Motion to adjourn made by Hardin seconded by Davis

YES VOTE: Nikolic, Warren, Scruggs, Hardin, Matlock, Davis, Williams

MOTION PASSED

Adjourned

Approved _____

Tanya Joseph, Clerk of Council

Erica Nikolic, President of Council